



**Hallandale Beach Community Redevelopment Agency
SPONSORSHIP AGREEMENT**

Sponsor: Hallandale Beach Community Redevelopment Agency
Address: 400 S. Federal Highway, Hallandale Beach, FL 33009

The Florida International University Board of Trustees, a charitable governmental unit qualifying for Federal tax exemption pursuant to Internal Revenue Code ("I.R.C.") section 115(1) ("FIU"), as administrator and co-producer of the **Food Network & Cooking Channel South Beach Wine & Food Festival presented by Capital One** (collectively, the "Festival"), thanks Sponsor for its commitment as a Gold sponsor of the 2021 Festival. This Sponsorship Agreement (the "Agreement") shall commence as of the last date signed below (the "Effective Date") and shall continue through and including **May 1, 2021**, unless otherwise terminated pursuant to the terms hereof. In consideration of the terms outlined herein, the parties agree as follows:

I. SPONSOR'S CONTRIBUTION *(please put N/A if not applicable):*

A. **Cash Contribution¹:** \$115,000
 B. **Estimated Reimbursement of Event Expenses²:** \$200,000
 C. **Total Contribution:** \$315,000

Payment Due Dates: Within 30 days of contract execution, Sponsor will pay 25% of Cash Contribution (\$28,750) and 25% of Estimated Reimbursement of Event Expenses (\$50,000). No later than February 1, 2021, Sponsor will pay remainder of Cash Contribution (\$86,250) and another 25% of Estimated Reimbursement of Event Expenses (\$50,000). By March 31, 2020, Sponsor will pay the outstanding balance for final Event Expenses.

II. SPONSOR'S SPONSORSHIP BENEFITS *(please put N/A if not applicable):*

- A. **Level:** Sponsor will be recognized as a Gold sponsor of the 2021 Festival.
 B. **General Festival Recognition:** Sponsor will receive tiered level logo recognition on the welcome banners at the Grand Tasting Village.
 C. **Participating Event(s):**

³ Event Appendix #:	*Event Name:	Event Recognition:	# of Credentials:
A	Hallandale Beach Food & Groove: A Wine, Food and Art Experience Part of the Hallandale Beach Event Series	Host Sponsor	25
B	Goya Foods Fun and Fit as a Family featuring Kidz Kitchen Part of the Hallandale Beach Event Series	Host Sponsor	25

*The above-listed event(s) shall each be known individually as an "Event" and collectively as the "Events."

¹ The Total Contribution is provided to the Festival in exchange for Sponsor's participation in the 2021 Festival and is the basis for Sponsor's benefit level.

² The Estimated Reimbursement of Event Expenses is a preliminary number. A Final Reimbursement of Event Expenses will be based on the total of all vendor invoices related to the Events.

³ The Appendix for each above-listed Event and/or Opportunity (as applicable) is attached to the back of this Agreement (under the related Appendix #) and is hereby incorporated by this reference. Sponsor acknowledges, understands and agrees that, in addition to the terms of this Agreement, the terms outlined in each Appendix shall govern Sponsor's involvement in the related Event and/or Opportunity and Sponsor agrees to abide by the terms outlined therein.

E. Additional Opportunities:

Opportunity Appendix #:	Opportunity:
C	Event Series Recognition and Series Overview

- III. **TERMS AND CONDITIONS.** In addition to the above-listed event appendices and opportunity appendices, as applicable (each, an "Appendix" and collectively, the "Appendices"), Sponsor's involvement with the Festival shall be governed by the following terms and conditions:

1. Tickets

- A. **Benefit Package.** The Festival will work with Sponsor to create a customized package of hospitality benefits from a variety of Festival-provided options that includes tickets (at retail prices, plus tax) to relevant Festival events valued at an amount not to exceed six percent (6%) of Sponsor's Cash Contribution ("Ticket Credits"). Seated events, such as the Tribute Dinner, will not be included in the Benefit Package. Ticket orders should be placed with the Festival's internal Ticketing Manager as soon as possible to ensure availability of first choice; exact ticket allocations are subject to availability. **No ticket orders will be accepted by the Ticketing Manager and no Ticket Credits may be redeemed by Sponsor after Friday, January 22, 2021.**
- B. **Complimentary Tickets.** In addition to the aforementioned Benefit Package, Sponsor shall also receive the following complimentary allotment of tickets:
- Tickets to the below Event(s) for Sponsor's representative to speak about Sponsor's brand(s) at the event.
 - Two [2] to TBD Intimate Dinner in Hallandale Beach
- C. **Ticket Purchases.** Additional tickets, including for seated events, may be purchased at cash value by wire transfer, check or credit card, subject to applicable 7% Florida Sales Tax. All ticket orders are subject to availability.
- D. **Distribution.** No tickets shall be distributed until Sponsor's Cash Contribution under section I, Sponsor's Contribution, on page 1 of this Agreement ("Cash Contribution"), has been paid in full, all elements of Sponsor's activation plan and design are approved and, if applicable, Sponsor has submitted all required inventory shipping forms. **Subject to the foregoing requirements, tickets will be distributed 2-3 weeks prior to the Festival.**

2. Credentials

The Festival provides credentials for **operational working personnel** directly related to the activation of Sponsor's footprints for the day(s) and Events that Sponsor has a Festival approved activation, footprint or build out. For example, executives and sales personnel are not eligible for operational working credentials and must be ticketed. Terms related to Sponsor's receipt of any credentials are as follows:

- A. Sponsor will receive credentials for working access to each Event in the amount specified on the front page of this Agreement. Sponsor acknowledges that such working access does not grant the bearer a seat at any seated events; seats are reserved for ticketed guests.
- B. All credentials for set up and breakdown personnel are included within this allocation of credentials to Sponsor; the Festival will not allocate separate credentials for set up and breakdown personnel.
- C. **IMPORTANT NOTICE: CREDENTIALS ARE ISSUED ON-SITE AT THE FESTIVAL. NO CREDENTIAL SHALL BE ISSUED UNLESS ALL AMOUNTS LISTED UNDER SECTION I, SPONSOR'S CONTRIBUTION, ARE PAID IN FULL.**
- D. No person shall be granted access to the Event site without a valid credential or ticket. This requirement will be strictly enforced. All workers, including those assisting with load-in and set-up, as well as any private photographer, videographer or other media-type personnel working directly for the Sponsor, must visibly display a valid credential at all times beginning on **Wednesday, February 20, 2021.**
- E. If Sponsor desires to utilize a photographer and/or videographer for Sponsor's own purposes (e.g., to document Sponsor's activation), such photographer(s) and/or videographer(s) will not be considered to be press and **must utilize Sponsor's tickets and/or credentials to gain access to the Event**; Festival shall not permit any other access. Additionally, Sponsor must fill out the appropriate form (link provided below) to notify the Festival of such plans by **Friday, January 29, 2021.** Sponsor is responsible for communicating Festival's photo/video/filming guidelines outlined on the form to any such photographers/videographers.
- Photography/Videography: <https://corporate.sobewff.org/forms/2021-sobewff-photo-video-permission-form/>
- F. Additional credentials (over and above Sponsor allotted amount) may be available and must be requested prior to the Event. Sponsor acknowledges that the Festival is not responsible for and cannot guarantee the availability of credentials for any reason, whether for purchase or otherwise.

3. Press

- A. **Press Registration.** All press must apply for access to the Festival through the Festival's Public Relations department no later than **Monday, January 18, 2021** (<http://sobewff.org/media/press-access/>). Due to legal guest capacity and/or inventory control limitations, Festival will not have guest lists at registration and will not provide access to any members of the press or other guests, unless they have been previously approved and ticketed or credentialed by the Festival.

- B. **Press Access.** If Sponsor desires to use its tickets and/or credentials to invite press to cover the Festival, Sponsor must submit the press names to the Festival's Public Relations Director for approval no later than **Friday, January 29, 2021**. Sponsor must receive the Festival's approval prior to any transfer. Additionally, due to the Festival's overarching policies regarding filming of content at Festival events, all press video/filming access plans are subject to the Festival's review and approval.
- C. **Attending Media List.** Attending media list shall be released ten (10) days prior to the start of the Festival.

4. Print and Media Recognition

- A. If this Agreement is executed prior to **Friday, November 6, 2020**, and Sponsor has timely submitted its logo to the Festival per paragraph 8 (Logo and Sponsorship Acknowledgement Guidelines) of this Agreement, Sponsor will receive the following recognition in the editorial pages of the *Official Guide to the 2021 South Beach Wine & Food Festival*:
1. Logo recognition (or line listing, as appropriate, as determined by the Festival) on the sponsor acknowledgement page.
 2. Logo recognition (or line listing, as appropriate, as determined by the Festival) on the event-specific pages for the Event(s) listed above.
- B. Festival will secure the opportunity for Sponsor to purchase an ad in the *Official Guide to the 2021 South Beach Wine & Food Festival* at a discount off the published rack rate. See **Exhibit A** attached hereto for details. If the attached Exhibit A is from last year's Festival, an updated Exhibit A will be available by September 30, 2020.
- C. Sponsor's logo or line listing (as appropriate, as determined by Festival) will appear with logos or line listings of all major sponsors in one full-page "thank you" advertisement running the weekend of the Festival in a newspaper publication of major circulation such as The Miami Herald.
- D. Sponsor will receive recognition (logo or line-listing as appropriate, as determined by Festival) in select print advertising in local and national publications.
- E. Sponsor will receive recognition (logo or line-listing as appropriate, as determined by Festival) in select print promotional materials distributed to local, national and international media.
- F. Sponsor will have the opportunity to produce press releases promoting its participation in the Festival, however all such press releases must be approved in advance by the Festival. All approved press releases shall be housed on the Festival's website in the press room.

5. Electronic Recognition

- A. Sponsor's logo (or line listing, as appropriate, as determined by the Festival) will appear on the following pages of the Festival's website, with a link to the Sponsor's website:
- Sponsor Level: Gold
 - On the event-specific pages for the Event(s) listed on the front page of this Agreement, if applicable.
- B. Sponsor's logo or line listing, as appropriate, as well as Sponsor's contribution of a mutually-agreed upon auction item, if any, will be placed on the Festival's Online Auction website pursuant to the terms outlined throughout this Agreement, and at any one of the following sites:
- The Holiday Online Auction, taking place from mid-November 2020 through mid-December 2020.
 - The Main Online Auction, taking place from January 2021 through March 2021.
- C. Any logo recognition and link will remain on the Festival website from the Effective Date of this Agreement until **May 1, 2021**.

6. 2021 Festival Auctions. Sponsor will have the opportunity to donate a mutually agreed upon auction item to one of the Festival's Online Auctions. Sponsor's logo or line listing, as appropriate, as determined by the Festival, as well as a full description and photo of the Sponsor's auction item, will be placed on one or more of the Festival's Online Auction websites during these time frames:

- A. The Holiday Online Auction will take place from mid-November 2020 through mid-December 2020.
- B. The Main Online Auction will take place from January 2021 through March 2021.

Festival warrants and represents that its Online and Silent Auctions will be conducted in accordance with applicable law, including but not limited to the auctioning of items that contain alcohol content.

7. Logo and Sponsorship Acknowledgement Guidelines

- A. All recognition to be received by Sponsor in accordance with this Agreement, including but not limited to Electronic Recognition and Print & Media Recognition, shall be subject to and in accordance with these Guidelines.
- B. The Festival shall be entitled to reject any logo submissions which do not adhere to the requirements outlined herein, without any further liability to the Festival.
- C. Sponsor must complete a "sponsor intake form" (which includes Sponsor's logo submission) **within two (2) business days after execution of this Agreement**. The form can be found here: <https://corporate.sobewff.org/forms/2021-sobewff-sponsor-in-take-form/>. Within two (2) business days after the Festival's receipt of the Sponsor's completed intake form, Sponsor's logo recognition benefits will be included in all applicable formats which are still available to Sponsor (i.e., website recognition, other electronic recognition). Sponsor will not receive any such benefits until the Agreement is finalized and the completed form (and logo) are

received by the Festival. Sponsor acknowledges that Festival shall not be obligated to provide recognition benefits to Sponsor for which recognition deadlines have already passed. Any requested logo changes by Sponsor submitted to the Festival after **Friday, January 8, 2021** will not be guaranteed to be used for printed materials. Any reprinting costs associated with a Sponsor's logo change shall be the sole responsibility of the Sponsor.

- D. Sponsor shall utilize the following pre-approved verbiage when acknowledging their sponsorship of the Festival:
1. "A proud sponsor of the Food Network & Cooking Channel South Beach Wine & Food Festival presented by Capital One."
 2. "[Sponsor] is honored to support the 2021 Food Network & Cooking Channel South Beach Wine & Food Festival presented by Capital One."
 3. "[Sponsor] is honored to support SOBEWFF®."
 4. "[Sponsor] is honored to support the 2021 South Beach Wine & Food Festival®."

8. **Festival Licensing Rights**

A. **Grant of Rights.**

1. **Festival Marks.** Festival shall provide Sponsor with the limited, non-exclusive, right to use Festival marks and logos, as provided to the Sponsor by the Festival ("Festival Marks") on a royalty-free basis, in promotions, advertising and website identification for the purpose of Sponsor leveraging its sponsorship position. Sponsor must obtain the prior written approval of Festival as to all proposed promotional, advertising, identification or other materials prepared by Sponsor pursuant to this paragraph prior to their publication, circulation, or display. Sponsor shall place the indicia "SM" or "TM" next to each use of any Festival Mark. Sponsor will not use Festival's Marks for any purpose other than those set forth in this Agreement.
 2. **Sponsor Marks.** The Festival shall have the limited, non-exclusive right to use Sponsor's trademarks and logos, as provided to the Festival by Sponsor ("Sponsor's Marks") on a royalty-free basis for the exclusive purpose of implementing the various sponsorship benefits set forth in this Agreement, including, but not limited to, providing Sponsor with logo recognition in promotions, advertising, website identification or other Festival-related materials. The Festival will not use Sponsor's Marks for any purpose other than those set forth in this Agreement.
- B. **License Duration.** This limited license is granted for the duration of the 2021 Festival or as otherwise specified in this Agreement. All rights and privileges granted to each party by this limited license shall immediately expire on the date of expiration or earlier termination of this Agreement.
- C. **Goodwill.** Sponsor and the Festival recognize the great value of the goodwill associated with each party's intellectual property. Each party acknowledges that the other party has an interest in maintaining and protecting the image and reputation of its respective intellectual property, and that the other party's intellectual property must be used in a manner consistent with the standards established by that party.
- D. **No Assignment.** This limited license and all rights and duties hereunder are personal to Sponsor and shall not, without the written consent of the Festival, be assigned, mortgaged, sublicensed or otherwise encumbered or transferred by Sponsor or by operation of law.
- E. **No Joint Venture.** This Agreement does not authorize Sponsor to do business under the name of "South Beach Wine & Food Festival" or "Florida International University" or any name similar thereto, or to enter into any contracts or agreements of any type in the name of, or on behalf of any of these parties. The Sponsor is not empowered to state or simply imply, either directly or indirectly, that Sponsor or its activities, other than pursuant to the limited license permitted herein, are supported, endorsed or sponsored by the Festival and upon the direction of the Festival shall issue express disclaimers to the effect. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, nor shall any similar relationship be deemed to exist between them.

9. **Product Inventory and Shipping**

- A. Sponsors who use the Festival's inventory process to ship product to the Festival warehouse must adhere to the comprehensive inventory rules and regulations as provided by the Festival (the "Product Inventory and Shipping Rules") including, but not limited to, Sponsor's obligation to:
1. Complete and submit to the Festival an Inventory Summary Sheet, to be provided by Festival, documenting the specific items with description and quantity that Sponsor is sending to the Festival warehouse.
 2. Affix to every box or pallet prior to shipping, a Festival-provided shipping label.
 3. Ship its products within the Festival-assigned shipping window. Festival is not responsible for any products shipped outside of the shipping window.
 4. Adhere to the return shipping process in the Product Inventory and Shipping Rules. Festival is not responsible for products that are shipped outside of the return shipping process.

10. **Other Provisions**

- A. **Opportunity Deadlines.** The Festival shall notify Sponsor of all deadlines for any "opportunity" outlined in this Agreement (including all appendices) which does not provide a clear deadline. Deadline notices shall be provided to Sponsor in writing, which

may include e-mail. All opportunities must be accepted or rejected by the deadline provided, or Sponsor risks losing such opportunity.

- B. **Preferred Vendors.** Festival will provide access to preferred décor/activation and catering vendors, which can be found here: <https://sobewff.org/vendors>.
- C. **Exception to Exclusivity.** The Festival's title partners Food Network and Cooking Channel shall retain the right to display any Food Network or Cooking Channel branded elements within Sponsor's footprint(s) regardless of category exclusivity.
- D. **Confidentiality.**
1. Sponsor agrees to keep confidential the terms of this Agreement (including, but not limited to, financial terms) and not to reveal such terms to any third party that is not under Sponsor's common ownership and control, with the exception that (i) disclosure of the terms hereof to Sponsor's legal and financial advisors shall not be a breach, provided that such advisors are expressly made aware of and agree to be bound by this confidentiality agreement, and (ii) Sponsor shall be entitled to make disclosures to the extent required by law or appropriate court order. Notwithstanding the foregoing, Sponsor may make incidental reference to the fact that it has entered into this Agreement to the limited extent necessary to activate the sponsorship benefits conferred herein.
 2. The Festival agrees to keep confidential the terms of this Agreement and any of Sponsor's information provided to the Festival and the Festival shall not reveal such terms to any third party, with the exception that (i) the Festival shall be entitled to make disclosures to the extent required by law or appropriate court order, and (ii) such information shall only be considered confidential to the extent permissible pursuant to law. Notwithstanding the foregoing, the Festival may make incidental reference to the fact that it has entered into this Agreement to the limited extent necessary to activate the sponsorship benefits conferred herein.
- E. **Public Records.** The Festival is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and the Festival will respond to such public records requests as required by the law. This provision shall survive the expiration or earlier termination of this Agreement.
- F. **Loss/Theft.** Sponsor is solely responsible for the security of all goods, property, equipment, materials, product or any other items ("Sponsor's Property") that it or its contractors, agents, or other representatives bring to the Festival. The Festival shall have no obligation or liability whatsoever for any loss, misplacement or theft of Sponsor's Property.
- G. **Compliance with Applicable Laws & Permits.** The parties shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all other governmental requirements, including, without limitation, the Code of the City of Hallandale Beach ("City") in performing under this Agreement. Each party acknowledges and agrees that such party has and will at all times maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement. The Festival agrees that it will obtain in advance all state and local event permits and licenses that the Festival is required to obtain to conduct the Event(s), including all alcohol beverage permits or licenses.
- H. **Alcohol Beverage Law Representations.**
1. If Sponsor is supplying and/or serving alcohol (including beer, wine and/or spirits), Sponsor, warrants, represents and agrees with the following statements:
 - i. This Agreement is entered into solely for the marketing and promotional rights described herein and that Sponsor's rights under this Agreement are in no way conditioned on any agreement or understanding that any person, firm or company affiliated with or otherwise related to the Festival will be required to purchase or sell any alcohol beverage produced, sold, offered for sale, or served by Sponsor, or refrain from purchasing, selling, or serving any competing products. By entering into this Agreement, Sponsor does not agree, expect, or intend to induce the purchase of any alcohol beverage produced, sold or offered for sale by Sponsor.
 - ii. Sponsor has no agreement with any alcohol beverage retail licensee related to or respecting this Agreement.
 - iii. All tickets sold as set forth in this Agreement to the various events are for the benefit of the Festival only.
 - iv. Any alcohol served or visible on-site must be approved by the Festival in advance and must be distributed by Southern Glazer's Wine and Spirits of Florida.
 - v. Sponsor acknowledges that any and all alcohol beverages donated in connection with the Event(s) that remain unused at the end of the Event(s) shall be immediately disposed of by Sponsor and/or removed from the Event Location(s) within the assigned breakdown time, as detailed in the appropriate Appendix. Absolutely no alcohol beverages may remain at the Event Location after the assigned breakdown time. Should the Sponsor wish to keep any unused product at the conclusion of the Event, it is the responsibility of the Sponsor to make arrangements in advance for any unused product to be removed from the site within the assigned breakdown time, and to clear those prior arrangements on site with the Festival's Supplier Coordinator. The Festival has no responsibility or liability to the Sponsor for any unused product once the Event has concluded. Festival policy does NOT permit the solicitation of on-site sales by any and all Festival sponsors; no cash and carry activity will be permitted at any time.
 2. The Festival represents that no monies paid for the sponsorship rights identified in this Agreement are intended to be or will be passed on by the Festival to any alcohol beverage retail licensee as an inducement to any such retailer to purchase any alcohol beverage produced, sold or offered for sale by Sponsor, nor will any such monies be used to defray any costs that any alcohol beverage retailer would incur in the conduct of its business, including, but not limited to, the purchase of

advertising. The Festival further represents that it is not a licensed retailer of alcohol beverages and that no money paid by Sponsor shall directly or indirectly be paid to a retailer of alcohol beverages.

- I. **No Third Party Rights.** This Agreement does not and is not intended to confer any rights or remedies to any party other than the parties to this Agreement. Sponsor acknowledges that no branding or benefits relating to the Festival shall be made available to any entity other than Sponsor, except upon the Festival's advance written approval.
- J. **Indemnification by Sponsor.** Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Sponsor shall indemnify, defend and hold harmless the Festival, FIU, its Board of Trustees, the Florida Board of Governors, the State of Florida, and their respective directors, officers, agents and employees, from and against any and all damages, losses and all claims, counterclaims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, without limitation, attorney's fees and legal costs, by reason of any claim, suit or judgment arising or alleged to arise from, or relating to: (1) any breach by Sponsor of any term or provision of this Agreement; (2) any negligent acts or willful misconduct of Sponsor, its employees, agents, representatives, contractors, or subcontractors; or (3) any claim or liability involving fraud, misrepresentation, patent, copyright, trade secret, or trademark infringement in connection with Sponsor's Marks, product(s) and/or service(s), as applicable.
- K. **Indemnification by Festival.** Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Festival shall indemnify, defend and hold harmless the Sponsor, its Board of Directors, officers, agents and employees, from and against any and all damages, losses and all claims, counterclaims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, without limitation, attorney's fees and legal costs, by reason of any claim, suit or judgment arising or alleged to arise from, or relating to: (1) any breach by Festival of any term or provision of this Agreement; (2) any negligent acts or willful misconduct of Festival, its employees, agents, representatives, contractors, or subcontractors; or (3) any claim or liability involving fraud, misrepresentation, patent, copyright, trade secret, or trademark infringement in connection with Festival's Marks, product(s) and/or service(s), as applicable.
- L. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida and any dispute arising hereunder shall be resolved in the State courts located in Miami-Dade County, Florida.
- M. **Payment.** All payments due from Sponsor, if any, as outlined on the front page of this Agreement, shall be in the form of wire transfer, checks, or credit card payments made payable to "Florida International University" and shall be due on or before the Due Date listed on the front page of this Agreement. Sponsorship payments are non-refundable. If Sponsor fails to make payment by the Due Date, Sponsor agrees to pay a late fee in the amount of 3% (three percent) of Sponsor's Cash Contribution. Additionally, should Sponsor fail to make payment prior to the start of the 2021 Festival, Sponsor shall not be permitted to access the 2021 Festival or any Festival Event(s), including those for which it is involved, until payment is received by the Festival. If the Festival and/or any applicable Festival Event(s) conclude without the Festival receiving payment from Sponsor, Sponsor agrees to reimburse the Festival for all costs incurred by the Festival related to Sponsor and for all marketing/publicity benefits received by Sponsor.
- N. **Failure to Make In-Kind Contribution.** If Sponsor is making an In-Kind Contribution, if any, as outlined under section I "Sponsor's Contribution" on page 1 of this Agreement ("In-Kind Contribution"), and Sponsor fails to make such In-Kind Contribution prior to the start of the 2021 Festival, Sponsor shall not be permitted to access the 2021 Festival or any Festival Event(s), including those for which it is involved, until the In-Kind Contribution is received by the Festival. If the Festival and/or any applicable Festival Event(s) conclude without the Festival receiving the In-Kind Contribution from Sponsor, Sponsor agrees to reimburse the Festival for all costs incurred by the Festival related to Sponsor and for all marketing/publicity benefits received by Sponsor.
- O. **Notices.** Any notices to be made hereunder shall be made in writing and shall be sent by hand delivery, email, overnight courier or certified United States mail, return receipt requested, with postage prepaid. Each party may, by notice to the other party as provided herein, change the address to which notices or payments thereafter shall be sent:

Notices to Sponsor shall be sent to:

Hallandale Beach Community Redevelopment Agency
400 S. Federal Highway, Hallandale Beach, FL 33009
Attn: Jeremy Earle Ph.D., AICP, FRA-RA, Executive Director
Phone: 954-457-3070; E-mail: jearle@cohb.org

Notices to the Festival shall be sent to:

Florida International University
c/o South Beach Wine & Food Festival HQ
2105 N. Miami Avenue, Miami, FL 33127
Attn: Kristen Sofge, Associate Director, South Beach Wine & Food Festival

- P. **Waiver & Amendments.** The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver, modification or amendment by any party shall have been deemed to have

been made unless expressed in writing by such party and, with respect to Sponsor, approved by its Board of Directors.

- Q. **Severability.** In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction solely to the extent necessary to render such provision valid, legal and enforceable, and without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provisions in any other jurisdiction.
- R. **Force Majeure.** Neither party shall be liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement, for any delays, suspensions, damages, or failure to fulfill or perform any of the terms or obligations under this Agreement (other than Sponsor's obligation to pay) which is caused by any event beyond either party's reasonable control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, public health emergencies (such as a result of epidemics and pandemics), any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other similar occurrence beyond the reasonable control of the parties (the "Force Majeure Event").

The party affected by the Force Majeure Event must diligently attempt to perform (including through alternate means). If a party is unable to fully perform under this Agreement as a result of the Force Majeure Event (even through alternate means), the parties shall negotiate changes to this Agreement in good faith to address the Force Majeure Event in a fair and equitable manner. For example, the parties agree that, if, due to the Force Majeure Event, the Sponsor's benefit(s) or entitlement or portion of such benefits set forth in this Agreement become unavailable or become impossible to provide, the parties shall mutually and reasonably agree on a different "make good" benefit or right or entitlement that has substantially the same value as the unavailable benefit(s).

- S. **Insurance.** Sponsor is a public body corporate and politic, warrants and represents that it is self-funded for liability insurance; the Sponsor is not required to obtain additional insurance for this Agreement. **Sponsor shall also comply with any and all venue's insurance requirements, if applicable.** The Festival, as a part of FIU is a public body corporate entity, warrants and represents that it is self-funded for liability insurance; the Festival is not required to obtain additional insurance for this Agreement. Neither party is liable to the other party for the acts of third parties or the consequences of the acts of third parties unless such third party is under the control of a party or acting at the direction of a party.
- T. **Representations.** Sponsor represents and warrants that it is not on the Convicted Vendor List (see Florida Statutes §287.133(2)(a)). Sponsor also assumes such risk with respect to the willful or negligent acts or omissions of Sponsor's subcontractors or persons otherwise acting or engaged to act at the instance of Sponsor in furtherance of Sponsor fulfilling Sponsor's obligations under this Agreement.
- U. **Sovereign Immunity.** Nothing in this Agreement shall be construed as the Festival's indemnification of Sponsor or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.
- V. **Drafting.** No provision of this Agreement shall be interpreted for or against any party on the basis that such party was the draftsman of such provision, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.
- W. **Signatures.** The parties hereby acknowledge and agree that this Agreement may be signed electronically and that such electronic or facsimile signatures shall be deemed an original for all purposes. The parties represent and warrant that any person signing this Agreement electronically or causing this Agreement to be signed electronically has the authority to do so and that such electronic signature shall be sufficient to bind the respective party under this Agreement.
- X. **Authority.** Sponsor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Sponsor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Sponsor's representative or agent, such representative or agent represents and warrants that: (1) it is duly authorized to act for and on behalf of the Sponsor, (2) that it is authorized to enter into the Agreement, and (3) that it shall be jointly and severally liable for any breach of the Agreement.
- Y. **Entire Agreement.** This Agreement, along with any and all exhibits and appendices attached hereto, sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether written or oral, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Sponsor acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein.

SPONSOR ACKNOWLEDGES AND AGREES THAT THE FESTIVAL SHALL NOT CONFER ANY SPONSORSHIP BENEFITS WHATSOEVER TO SPONSOR UNTIL SUCH TIME AS A FULLY EXECUTED CONTRACT BETWEEN THE FESTIVAL AND SPONSOR IS IN PLACE.

By signing below, Sponsor represents that Sponsor has had the opportunity to review this Agreement and agrees with all of the terms and conditions contained herein. The duly authorized representatives of the parties hereby execute this Agreement as of the Effective Date.

AGREED:

**Hallandale Beach Community Redevelopment
Agency**

DO NOT SIGN THIS DRAFT

Jeremy Earle Ph.D., AICP, FRA-RA

Executive Director

Hallandale Beach Community Redevelopment
Agency

Date: _____

AGREED:

The Florida International University Board of Trustees:

David H. Snider

Assistant Vice President, Business and Finance

Florida International University

Date: _____

DRAFT

EVENT APPENDIX A**The Event(s):**

Event Name:	Hallandale Beach Food & Groove: A Wine, Food and Art Experience Part of the Hallandale Beach Event Series	(the "Event")
Description:	Walk-around tasting of Hallandale's best restaurants	
Location:	Gulfstream Park, 901 Federal Hwy, Hallandale Beach, FL 33009	
Date(s) of Event:	Saturday, February 27, 2021	Price Per Ticket: TBD – 21 and over only
Time of Event:	5pm – 9pm	Maximum Event Capacity*: 500 approximately

Terms related to the Event(s):**A. Festival Obligations.** Festival shall:

1. Collaborate with Sponsor on design of a walk-around tasting of Hallandale's restaurants - as part of the Official Festival program; such design is estimated to be valued at the Estimated Reimbursement of Event Expenses amount as provided for on page 1 of this Agreement. Should Sponsor desire any production elements that will increase the cost of the event beyond the Estimated Reimbursement of Event Expenses value, Sponsor shall make such request in writing and shall reimburse the Festival for the related additional event expenses.
2. Produce the Event including contracting with third parties for facilities, maintenance, permitting, rentals, equipment, tenting, security, signage, etc. Festival to begin production when twenty-five percent (25%) of the Reimbursement of Event Expenses amount as specified in Section I.B. is received. At the end of the event, Festival shall provide Sponsor with all invoices related to production of the Event, a statement showing amounts already received from Sponsor and the outstanding balance and an invoice for the outstanding balance. Sponsor shall pay the outstanding balance within thirty (30) days of receiving such invoice.
3. Seek donation of alcoholic beverages, bottled water and soft drinks for the Event from sponsors;
4. Be responsible for signage design, production and placement, including signage related to drinking responsibility, legal age of attendees and right to use name, voice, image and likeness of the attendees, as legally required by FIU;
5. Provide a Festival coordinator to be responsible for all aspects of the event production;
6. Have the opportunity to bring in additional third-party sponsors and vendors to the Event; and
7. Through the Festival's independent ticket management vendor, the sell advance tickets to the Event from the Festival website (up to 48 hours prior to the beginning of the Events) and manage fulfillment of ticket orders, including advance purchase tickets that are "will-called" for the day of the Events. Festival will collect all ticket revenues relating to the Event and will remit all ticket revenue to designated organizations in Hallandale.

B. Services. Sponsor shall:

1. Reimburse the Festival for all costs of the Event not noted in A.2. of this Appendix A above including but not limited to facilities, maintenance, permitting, rentals, equipment, tenting, security, signage, etc;
2. Curate the list of participating restaurants/companies and send out the invitations on behalf of the Sponsor and the Festival. The Festival's event producer will coordinate all logistics once the restaurants/companies have confirmed their participation;
3. Market the Event in its own marketing channels (website, email blasts, social media and others as may be appropriate) and direct patrons to the Festival website at www.sobewff.org;
4. Perform any such other tasks as may be ancillary and necessary to produce the Event; and
5. Except as specified elsewhere in the Agreement or Event Appendix A, Sponsor shall be responsible for all other aspects of producing the Event.

* Sponsor acknowledges and agrees that any number provided herein is an estimated number only and is not intended to be relied on by Sponsor as part of its consideration in entering into this Agreement.

EVENT APPENDIX B**The Event(s):**

Event Name:	Goya Foods Fun and Fit as a Family featuring Kidz Kitchen Part of the Hallandale Beach Event Series	(the "Event")
Description:	Family-friendly event including culinary demos, healthy food sampling and fitness activities	
Location:	Peter Bluesten Park, 501 SE 1st Ave, Hallandale Beach, Florida 33009	
Date(s) of Event:	Saturday and Sunday, February 27-28, 2021	Price Per Ticket: TBD
Time of Event:	11am – 3pm	Maximum Event Capacity*: 2000 per day, approximately (adults and children)

Terms related to the Event(s):**A. Festival Obligations.** Festival shall:

1. Collaborate with Sponsor to produce the Festival's 13th annual Fun and Fit as a Family program, which is a family-friendly event with celebrity culinary demonstrations, healthy food sampling and fitness activities all based around encouraging families to make healthy life choices - as part of the Official Festival program; such design is estimated to be valued at the Estimated Reimbursement of Event Expenses amount as provided for on page 1 of this Agreement. Should Sponsor desire any production elements that will increase the cost of the event beyond the Estimated Reimbursement of Event Expenses value, Sponsor shall make such request in writing and shall reimburse the Festival for the related additional event expenses.
2. Produce the Event including contracting with third parties for facilities, maintenance, permitting, rentals, equipment, tenting, security, signage, etc. Festival to begin production when twenty-five percent (25%) of the Reimbursement of Event Expenses amount as specified in Section I.B. is received. At the end of the event, Festival shall provide Sponsor with all invoices related to production of the Event, a statement showing amounts already received from Sponsor and the outstanding balance and an invoice for the outstanding balance. Sponsor shall pay the outstanding balance within thirty (30) days of receiving such invoice.
3. Seek donation of beverages including bottled water and soft drinks for the Event from sponsors;
4. Coordinate all details associated with producing approximately six (6) celebrity-chef hosted culinary demonstrations including staging, sound, lighting, ingredients, culinary prep, etc.;
5. Be responsible for signage design, production and placement, including signage related to right to use name, voice, image and likeness of the attendees, as legally required by FIU;
6. Provide a Festival coordinator to be responsible for all aspects of the event production;
7. Have the opportunity to bring in additional third-party sponsors and vendors to the Event including family-friendly food and drink sponsors to serve complimentary samples to all attendees; and
8. Through the Festival's independent ticket management vendor, the sell advance tickets to the Event from the Festival website (up to 48 hours prior to the beginning of the Events) and manage fulfillment of ticket orders, including advance purchase tickets that are "will-called" for the day of the Events. Festival will collect all ticket revenues relating to the Event; however, the Festival will allocate 50% of all ticket inventory to be used as complimentary giveaways for mutually agreed-upon local not-for-profit organizations.

B.Services. Sponsor shall:

1. Reimburse the Festival for all costs of the Event not noted in A.2. of this Appendix A above including but not limited to facilities, maintenance, permitting, rentals, equipment, tenting, security, signage, etc;
2. Market the Event in its own marketing channels (website, email blasts, social media and others as may be appropriate) and direct patrons to the Festival website at www.sobewff.org;
3. Perform any such other tasks as may be ancillary and necessary to produce the Event; and
4. Except as specified elsewhere in the Agreement or Event Appendix A, Sponsor shall be responsible for all other aspects of producing the Event.

* Sponsor acknowledges and agrees that any number provided herein is an estimated number only and is not intended to be relied on by Sponsor as part of its consideration in entering into this Agreement.

OPPORTUNITY APPENDIX C

- I. **Event Series Recognition.**
- A. The Festival, with the cooperation of Sponsor, will produce a series of events in Hallandale Beach, FL in order to highlight the city's restaurants and venues. The Festival, with approval of Sponsor, will create a unique event series logo to brand the events in Hallandale Beach. This logo will be used on the Festival website, on-site signage, marketing materials, etc.
 - B. In addition to the two Events noted in this Agreement, there will be an opportunity to include one (1) intimate dinner at a mutually agreed upon venue in Hallandale Beach. This event will be agreed to in a separate addendum and will not include any additional costs for Sponsor.
 - C. Sponsor and Festival will collaborate on print, digital and outdoor marketing opportunities to promote the Events. Creative elements for integration opportunities shall be mutually agreed upon by both Sponsor and Festival.
- II. **Activation.** Sponsor will have the opportunity to receive a footprint at each of the Events from which to promote the Hallandale Beach to guests in attendance. In addition, Sponsor will have the opportunity to provide a giveaway and/or welcome guests at each of the intimate seated events. Any custom, Sponsor-supplied installation must reside within exact allocated footprints, as described. All costs associated with the footprints, including, but not limited to, staffing, equipment, power, props, dry goods, etc., shall be the sole responsibility of Sponsor. All décor elements and product must reside in Sponsor's exact footprints (storage space is available for additional product on-site and must be arranged through the Site Producer). An outline or proposal and color photograph for all elements of Sponsor's activations and designs must be submitted to the Festival by **December 1, 2020** to be reviewed and approved by the Festival.
- III. **Gift Bag.** Sponsor shall have the opportunity to distribute a branded gift bag to all attendees at the Events in their series. All costs associated with this opportunity are the responsibility of the Sponsor.
- IV. **On-Site Recognition.** Host will receive recognition on all relevant signage related to these Events, and in any verbal recognition of the Event's sponsors by host or Festival representative.

EXHIBIT A

Official Guide



OFFICIAL FESTIVAL GUIDE

REACH 1 MILLION READERS



DISTRIBUTED IN

The
New York
Times

FIU FLORIDA
INTERNATIONAL
UNIVERSITY

The Miami Herald

New Times

BISCAYNE Times

INDULGE

MIAMI
VISITORS' GUIDE MAGAZINE

Books & Books

The Food Network & Cooking Channel South Beach Wine & Food Festival presented by Capital One returns to South Florida from **Wednesday, February 19, through Sunday, February 23, 2020**, with a star-studded cast of characters, from world-renowned chefs and sommeliers to pastry chefs and celebrity television personalities, all showcasing their talents for thousands of Festival-goers.

Attendees will enjoy one-of-a-kind events and interactive culinary experiences. With over **100 events spanning five days** and more than **450 celebrated chefs, culinary**

personalities, winemakers and spirits producers in attendance, the Guide will serve as the go-to publication for more than **700,000 qualified readers**.

Readers will engage with the guide—which will have a 2.5x pass-along rate—for all of their Festival needs, and a digital edition of the guide will be sent to opt-in subscribers across both HCP Media and SOBEWFF®.

Advertisers can enjoy special features with the digital edition, like live links to advertisers' websites (display ad must include an active URL/website address).



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WHAT'S YOUR STORY?

RATES & SPECIFICATIONS

ADVERTISING RATES

Double page spread.....	\$12,875
Double page spread (non-sponsor rate).....	\$17,250
Full Page.....	\$7,150
Full Page (Non-Sponsor Rate).....	\$9,500
Inside back cover.....	\$7,725
Inside back cover (non-sponsor rate).....	\$10,250
Outside back cover.....	\$10,000
Outside back cover (non-sponsor rate).....	\$13,500

*Sponsors rates only applicable to clients who are official sponsors of SOBEWFF®. Barter and/or trade rates are not applicable to the guide. Any deviation from stated rates are subject to approval.

COLOR DISPLAY SPECS

Full Page (Trim): 7" x 9"
Full Page (Bleed): 7.25" x 9.25"
Live Area: 6.5" x 8.5"
Double Page Spread (Trim): 14" x 9"
Double Page Spread (Bleed): 14.25" x 9.25"
Live Area: 13.20" x 8.20"

CLOSING DATES

Deadline for Space reservation: **October 26**
Deadline for Materials: **November 19**

Full Page

TRIM: 7" X 9"
BLEED: 7.25" X 9.25"
LIVE AREA: 6.5" X 8.5"

DOUBLE PAGE SPREAD

TRIM: 14" X 9"
BLEED: 14.25" X 9.25"
LIVE AREA: 13.20" X 8.20"

TICKET PURCHASER DEMOGRAPHICS & FESTIVAL STATISTICS

HHI **43% make \$100K+**

Age **73% between 25-54**

Male **42%** Female **58%**

Representing **49 states** and **19 countries**

In 2019, the Festival held 100+ events with **over 65,000 attendees**

2018 Hotel room nights **30,576**

Majority of out of town attendees stayed in a hotel or motel

90% stayed in Miami-Dade

82% stayed in Miami Beach

50% of out of town attendees arrived by air

Total Festival website visits **517,689+**

Total Festival website page views **2,011,137+**

Total Miami-Dade County economic impact (2018) **over \$34.2 million**

AD MATERIAL REQUIREMENTS*

1. Ads can be sent in JPG or PSD format, although high-resolution PDF files are preferred. All files must be in high-resolution (300 dpi at 100% of your ad's desired print dimensions) and CMYK. If files are not provided as CMYK we cannot guarantee an exact match of color on press.
2. A color proof must accompany the ad for all formats, otherwise HCP Media does not accept liability for files that do not print to expectations.
3. Live material not intended to bleed must be kept at least .375" from all sides to allow for trim.
4. Special note on double-page spreads: Perfect alignment — of type or design — across the gutter of two facing pages is not guaranteed. Live material on facing pages should remain at least .25" from the gutter.

* We cannot guarantee color if high-quality color proofs are not provided. These include Kodak Approvals (preferred), Epson, Imation Commercial Matchprint or similar analog proofs with a color control bar. Please note that all proofs must be made according to SWOP standards. Proofs that do not meet these criteria cannot be used for color matching.

Ads may be submitted by e-mail, WeTransfer or Dropbox.

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