

## SPONSORSHIP AGREEMENT

THIS AGREEMENT made this 4<sup>th</sup> day of DEC., 2006 between the City of Leesburg, Florida (hereinafter referred to as the "Sponsor") and Crappie USA, Inc. of Benton, Kentucky (hereinafter referred to as "CUSA").

Whereas, CUSA is desirous of promoting and conducting a crappie tournament on February 9, 2007 and February 10, 2007, on the Harris Chain of lakes, located within the City limits of Sponsor; and

Whereas, the Sponsor is desirous of assisting the promotion and conduct of said tournament; and

Whereas, the parties do desire to enter into this Agreement to set forth the responsibilities in relation to said tournament.

Now, therefore, the parties hereto do hereby agree and covenant as follows:

1. CUSA agrees to conduct a crappie tournament on the dates of February 9, 2007 and February 10, 2007. In connection with said tournaments, CUSA shall:

- (a) Be responsible for all expenses incurred in connection with travel and telephone expenses, advertising and national promotion activities, printing of brochures and salaries related to tournament.
- (b) Provide rules and regulations for the tournament and solicit and acquire all entries for the tournament.
- (c) Arrange for all pairings of press and observers as needed.
- (d) Design, arrange, print and distribute the official brochure for the tournament and be responsible for the sale of advertising.
- (e) Brief, supervise and instruct all non-paid personnel working in conjunction with the tournament.

2. It is agreed that for their promotional services, CUSA shall receive from the Sponsor the sum of \$17,500.00 (\$15,000.00 for the Sponsor fee and \$2,500.00 for additional television advertising as described in articles 19 A and B.) This fee is payable within 15 days of the event.

3. **Insurance.** CUSA shall maintain throughout this Agreement the following insurance:

- A. **Comprehensive General Liability.** CUSA shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and

property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x, c,u).

- B. **Business Automobile Liability.** CUSA shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned non-owned and hired vehicles, and employee non-ownership use.
- C. **Workers' Compensation.** CUSA shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$5000,000 policy limit for disease.
- D. The original of each such policy of insurance, or a complete duplicate, shall be delivered to SPONSOR by CUSA prior to the tournament, together with evidence that the premiums have been paid.
- E. All required insurance shall be provided by insurers acceptable to SPONSOR with an A. M. Best rating of at least A: VII.
- F. The required insurance shall be secured and maintained for not less than the limits required by Sponsor, or as required by law, whichever is greater.
- G. The required insurance shall not limit the liability of CUSA. Sponsor does not represent the coverages or amounts to be adequate or sufficient to protect CUSA interests or liabilities, but are merely required minimums.
- H. All liability insurance shall be written on an occurrence basis.
- I. CUSA waives its right of recovery against Sponsor to the extent permitted by its insurance policies.
- J. Insurance required of CUSA, or any other insurance of CUSA shall be considered primary, and insurance of Sponsor, if any, shall be considered excess as applicable to any claims which arise out of the Agreement, contract or lease.
- K. Except for workers' compensation, CUSA's insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the Agreement.

- L. The Certificate(s) of Insurance shall designate Sponsor as certificate holder as follows:

**City of Leesburg**  
**Attention: Mike Thornton, Purchasing Manager**  
**P.O. Box 490630**  
**Leesburg, Florida 34749-0630**

- M. The Certificate(s) of Insurance shall indicate that Sponsor shall be notified at least thirty (30) days in advance of cancellation.
- N. The Certificate(s) of Insurance shall include all deductibles and/or self-insured retentions for each line of insurance coverage.
- O. CUSA, at the discretion of the Risk Manager for the Sponsor, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of CUSA's liability coverage(s).

**4. Indemnification.** CUSA shall indemnify SPONSOR and hold it harmless from and against any loss or damage, claim or cause of action, and any attorney fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CUSA under this Contract, or any act or omission on the part of CUSA, its agents, employees, or servants. CUSA shall defend, indemnify, and save harmless SPONSOR or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney fees, and from all damages to which SPONSOR or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CUSA's duties under this Contract, or through the negligence of CUSA in the performance of its duties under this Contract, or through any act or omission on the part of CUSA, its agents, employees, or servants.

**5. Codes, Laws, and Regulation.** CUSA will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

**6. Permits, Licenses, and Fees.** CUSA will obtain and pay for all permits and licenses required by law that are associated with the tournament.

**7. Access to Records.** CUSA will maintain accounting records, in accordance with generally accepted accounting principals and practices, to substantiate all invoices amounts. Said records will be available for examination by SPONSOR during CUSA's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

**8. Contingent Fees Prohibited.** CUSA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CUSA, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CUSA any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SPONSOR shall have the right to terminate this Agreement without further liability, and at its discretion,

deduct from the contract prices, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

**9. Independent Contractor.** CUSA agrees that it is an independent contractor and not an agent, joint venturer, or employee of SPONSOR, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SPONSOR to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SPONSOR to CUSA. CUSA will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. CUSA shall be solely and entirely responsible for its acts during the performance of this Agreement.

**10. Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

**11. No Third Party Beneficiaries.** The Agreement gives no rights and benefits to anyone other than CUSA and SPONSOR.

**12. Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

**13. Contact Person.** The primary contact person under this Agreement for CUSA shall be Darrell Van Vactor. The primary contact person under this Agreement for the SPONSOR shall be Bill Deese.

**14. Disclosure of Conflict.** CUSA has an obligation to disclose to the SPONSOR any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between CUSA and its duties under this Agreement.

**15. Modifications and Amendments.** This Agreement may be modified or amended only by a written document signed by authorized representatives of CUSA and SPONSOR.

**16. Entire Agreement.** This constitutes the entire agreement between SPONSOR and CUSA and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.

**17. Severability Clause.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.

**18. Authority.** Each person signing this Agreement on behalf of either party individually warrants that she or he has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19. **Promotion.** CUSA agrees to film 2 (two) television shows with Midwest Crappie, which airs on The Sportsman Channel up to 4 (four) times a week. The first of these programs will be filmed with a City of Leesburg official, who will be determined by the City at a later time. A one-minute commercial promoting the City of Leesburg will air once on each of the 13 episodes of Midwest Crappie. The cost to the City of Leesburg for this commercial will be \$2,500.00, which is included in the total fee of \$17,500.

A. **Fishing Hot Spots.** Don Sweet and Visual Films will film the event for use on a new television show, "Fishing Hotspots" appearing on channel 216 on Dish Network. This is a 1-hour show, featuring the top destinations for popular sportfish. The one-minute commercial promoting the City of Leesburg will air once each time this show is broadcast.

B. **Women's Sportfishing.** Victoria Sweet and Visual Films will film aspects for Victoria's new show *Women's Sportfishing*. The television show features women anglers and is hosted by Victoria Sweet. The one-minute commercial promoting the City of Leesburg will air once each time this show is broadcast.

20. **Provision.** CUSA will provide to the City of Leesburg copies of each television show that is taped and broadcast.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SPONSOR"

THE CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
Mayor/Commissioner

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

"CUSA"

CRAPPIE USA, INC.

By: Darrell Van Vactor

Its: President

Date: December 4<sup>th</sup> 2006