

**American Bass Anglers, Inc.
The Largest Tournament Trail for the
Weekend Angler**



**2007 National Sponsorship
Host City Agreement
Leesburg, Florida**

HOST COMMUNITY AGREEMENT

American Bass Anglers National Championship

This Agreement is entered into this _____ day of _____, 2006, by and between the American Bass Anglers, Inc. (hereinafter referred to as "ABA") located at 901 S.E. Jefferson Street, Athens, AL 35611 and the City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "SPONSOR").

WITNESSETH:

THAT, ABA is desirous of promoting and conducting the 2007 American Fishing Tour National Championship on the Harris Chain of Lakes within the City limits of the SPONSOR and SPONSOR is desirous of assisting with the promotions and conduct of said tournament.

NOW, THEREFORE, in consideration of the premises and the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **ABA** shall conduct the American Bass Anglers, American Fishing Series National Championship, in the Harris Chain of Lakes within the City of Leesburg, on Friday, November 2, 2007, through Saturday November 10, 2007. In connection with the tournament, the ABA shall:
 - Invite the top 400 qualifying anglers from each of the American Bass Anglers four Regional Championships, plus the top 10% of the 2006 Championship finishers (totaling 500).
 - Be responsible for all expenses incurred in connection with travel and telephone, advertising and national promotion activities and salaries related to stated tournament.
 - Provide one page of advertising in the American Bass Angler magazine from camera-ready material supplied by SPONSOR in issues beginning May, 2007.
 - Promote SPONSOR and Lake County on ABA's American Fishing Tour website.
 - Provide website links for the remainder of 2007.
 - Invite members of the press to cover the tournament.

2. The tournament shall be a no-entry fee Championship with a total guaranteed payback of over \$150,000.00 in cash and prizes.

3. SPONSOR shall:

- Provide tournament launch and weigh-in site for a minimum of 250 boats with complimentary parking.
- Provide a minimum of twelve complimentary double rooms for ABA staff for eight nights in one facility from November 1, 2007, through November 10, 2007.
- Provide an office area at Host Hotel with hi-speed Internet connection for ABA field office, complimentary
- Provide a meeting facility for 150 Directors plus 30 National Staff on November 3, 2006, complimentary.
- Provide half of the funding to pay for an informal meal (i.e. burgers, hot dogs, barbecue) for 1000 at the launch site on November 6, 2006, at 5pm. ABA shall pay half of the expenses associated with this informal meal.
- Provide assistance with local press and media.
- Provide a listing of hotel/motels in SPONSOR'S area for publication in the ABA magazine and on the ABA website.

4. SPONSOR shall pay ABA \$25,000 for the tournament. Payment shall be made to ABA in one lump sum within 30 days from the completion of the tournament.

5. **Insurance:** ABA shall maintain throughout the term of this Agreement the following insurance:

- Comprehensive General Liability Insurance. ABA shall maintain Comprehensive General Liability coverage on forms no more restrictive than the latest editions of the Comprehensive General Liability policies of the Insurance Services Office (ISO). The Comprehensive 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, board form property damage coverage's, and property damage resulting from explosion, collapse or underground exposures.
- Workers' Compensation. ABA shall 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 a \$500,000 policy limit for disease.
- A complete duplicate copy of insurance shall be delivered to SPONSOR by ABA prior to the tournament together with evidence that premiums have been paid.
- All required insurance shall be provided by insurers acceptable to SPONSOR with an A.M. Best rating of at least A:VII.
- ABA waives its right of recovery against SPONSOR to the extent permitted by its insurance policies.

- Insurance required of ABA, or any other insurance of ABA, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- Except for workers' compensation, the ABA insurance policies shall be endorsed to name the CITY OF LEESBURG, FLORIDA as additional insured to the extent of the Agreement.
- 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**

- 6. Indemnification:** ABA shall indemnify SPONSOR and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs arising out of: any unpaid bills for labor, services or materials furnished under this Agreement; any failure of performance of ABA under this Agreement; or the negligence of ABA in the performance of its duties under this Agreement, or any act or omission on the part of ABA, its agents, employees, or servants. ABA 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 cost of every kind and description, including attorney's 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 ABA's duties under this Agreement, or through the negligence of ABA in the performance of its duties under this Agreement, or through any act or omission on the part of ABA, its agents, employees, or servants.
- 7. Terms and Termination:** This Agreement shall commence on the date of its execution and shall terminate on November 10, 2007.
- 8. Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. This Agreement supersedes all previous proposals, oral and written, discussions/correspondence between the parties on this subject matter.
- 9. Assignments and Amendment:** This Agreement is a personal obligation of ABA and SPONSOR and may not be assigned without the consent of both parties.
- 10. Contact Person:** The primary contact person under this Agreement for ABA shall be Debra Talley. The primary contact person under this Agreement for the SPONSOR shall be Bill Deese.

In Witness Whereof, the parties hereto caused this Agreement to be executed by their respective duly authorized agents on the day first set forth below.

“SPONSOR”

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor/Commissioner

Date: _____

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

“ABA”

AMERICAN BASS ANGLERS, INC.

By:  _____
President