

AGREEMENT BETWEEN PALM BEACH COUNTY
AND FOOD TRUCK INVASION, INC
FOR A SPONSORSHIP AGREEMENT
AT THE SUNSET COVE AMPHITHEATER

This Agreement is made as of the 21ST day of SEPTEMBER, 2016, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" and Food Truck Invasion Inc. herein after referred to as the "Sponsor", both being referred to collectively as the "parties".

WHEREAS, County owns and operates Sunset Cove Amphitheater, hereinafter referred to as the "Venue"; and

WHEREAS, County is hosting the Family Night with Food Truck Invasion Series, every other Wednesday of each month on; October 5, October 19, November 2, November 16, December 7 and December 21, 2016, January 4, January 18, February 1, February 15, March 1, March 15, April 5, April 19, May 3, May 17, June 7, June 21, July 5, July 19, August 2, August 16, September 6 and September 20, 2017 at the Venue; and each Family Food Truck Night being hereafter individually referred to as an "Event" and collectively referred to as the "Events"; and

WHEREAS, County desires to expand its services offered to the public with the least amount of financial impact to its citizens; and

WHEREAS, County established a sponsorship program, which earns revenue from commercial advertising through Sponsors who receive sponsorship benefit appropriations based on the size and cost of the Event; and

WHEREAS, County desires to generate revenue at the Venue by allowing Sponsor to become a Family Food Truck series sponsor for the Event; and

WHEREAS, Sponsor desires to Sponsor the Events as a Sponsor and receive sponsorship benefits in accordance with this Agreement; and

WHEREAS, generating revenue at the Venue serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. Term.

The term of this Agreement shall commence on October 3, 2016, and shall terminate on September, 21, 2017.

Section 3. Payment.

The total amount to be paid by Sponsor to the County under this Agreement for the sponsorship of Events shall be **(4) payments each of Four Thousand Seven Hundred and Fifty dollars (\$4,750.00)**

for a total of Nineteen Thousand dollars (\$19,000.00). Sponsor shall make (1) payment of Four Thousand Seven Hundred and Fifty dollars (\$4,750.00) by Monday, October 3, 2016, (1) payment of Four Thousand Seven Hundred and Fifty dollars (\$4,750.00) by Wednesday, December 7, 2016, (1) payment of Four Thousand Seven Hundred and Fifty dollars (\$4,750.00) by Wednesday, February 8, 2017, and (1) payment of Four Thousand Seven Hundred and Fifty dollars (\$4,750.00) by Wednesday, May 10, 2017. Failure by Sponsor to make payments within the specified time frame may result in termination of this Agreement by County. Payment shall be mailed to Parks & Recreation Department, 2700 6th Avenue South, Lake Worth, FL 33461, Attention Donald Perez. Checks should be payable to Palm Beach County Board of County Commissioners.

Section 4. Sponsorship Benefits.

Sponsor shall be considered a sponsor during each of the twenty four, (24) events, to be held at Sunset Cove Amphitheater for the months of October, November and December 2016, January, February, March, April, May, June, July, August and September 2017.

The Sponsor's company logo may be included on flyers and on the County web site for each of the Events, as more particularly described in Exhibit "A".

Sponsor shall receive marketing support from Amphitheater staff to include; Distribution of promotional materials on County Website and Sunset Cove Amphitheater facebook page.

The Sponsor shall receive a waiver of Special Event fees and rental fees for use of the facility, exclusively for the providing an entertainment activity at each event during the term of this Agreement. Prior approval by County is required prior to each requested entertainment date.

Section 5. Sponsorship Standards/Criteria.

- A. The logo shall be limited to speech which proposes a commercial transaction. Speech that proposes a commercial transaction is speech that promotes a commercial service or product, as opposed to an idea.
- B. Logos, advertisements or a manner of presentation which negatively impact the County, promote a product, service, or activity offensive to the general public, or which negatively impact, disrupt, intrude upon or interfere in any manner, with the efficient and cost effective operation and administration of the County, or any other advertising the County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue from long term commercial advertisements at the Venue are not permitted.
- C. Sponsor may not pursue advertisements or logos that:
 - 1. include false, misleading or deceptive statements or material;
 - 2. relates to an illegal activity;
 - 3. include explicit sexual material, obscene material, or material harmful to minors;
 - 4. advertises tobacco;
 - 5. includes language that is obscene, vulgar, profane or scatological;
 - 6. relates to instruments, devises, items, projects, or paraphernalia that are designed for use in connection with specific sexual activities;
 - 7. depicts violence and/or anti-social behavior.
- D. By approving Sponsor's logo, County is in no way establishing or promoting Sponsor's view as the County's.

- E. During the Events, County may prohibit Sponsor from displaying or passing out material County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue from long term commercial advertisements at the Venue. County shall not be liable for any damage in connection therewith.

Section 6. Sponsor's Responsibilities.

At least (10) days prior to the first Event, Sponsor shall submit its promotional materials to the County for review and approval. If County determines the promotional materials do not comply with County's advertising standards, the Sponsor shall submit another sample to County until approval is granted. Any promotional materials previously approved, which may subsequently be considered objectionable by County shall no longer be eligible for display. The County shall not be liable for any damages in connection therewith. Once approved Sponsor may use the promotional materials for all Events or modify the promotional materials by providing the new promotional materials to the County at least ten (10) days prior to the next Event.

Sponsor shall provide a family friendly entertainment activity at each event. Event entertainment shall be approved in advance by County.

Section 7. County's Responsibilities.

- A. County shall determine, in County's sole discretion, the size of County's logo and where the logo will be displayed on the advertising material for the Event.
- B. County is to host the Events at the Venue as set forth in this Agreement. In the event a particular Event is cancelled or does not occur on the scheduled date, County shall attempt to reschedule prior to the expiration of this Agreement.

Section 8. Termination

This Agreement may be terminated by Sponsor upon sixty (60) days prior written notice to the County's representative in the event of substantial failure by County to perform in accordance with the terms of this Agreement through no fault of the Sponsor. It may also be terminated, in whole or in part, by County, with or without cause, immediately upon five (5) days written notice to the Sponsor.

Section 9. Indemnification.

Sponsor shall protect, defend, reimburse, indemnify and hold County its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Sponsor. This provision shall survive termination or expiration of this Agreement.

Section 10. Remedies.

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this contract, including but not limited to any citizen or employees of the COUNTY and/ or SPONSOR.

Section 11. No Third Party Beneficiaries.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Sponsor.

Section 12. Insurance.

County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the rights to require insurance coverages throughout the term of this Agreement. If County determines insurance is required to perform this Agreement, Sponsor shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described in Exhibit "B". Sponsor shall provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Sponsor to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Sponsor under this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Section 13. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 14. Notice.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service.

If sent to the County, notices shall be addressed to:
Director, Special Facilities
2700 6th Avenue South
Lake Worth Florida, 33461

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. Suite 601
West Palm Beach, Florida 33401

If sent to the Sponsor, notices shall be addressed to:

Food Truck Invasion Inc.
PO BOX 56-2019
Pinecrest, FL 33256-2019
Attn: Carilyn Simon

Section 15. Independent Contractor Relationship.

Sponsor, is and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Sponsor's sole direction, supervision, and control. The Sponsor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Sponsor's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The Sponsor does not have the power or authority to bind the County in any promise, agreement or representation.

Section 16. Entirety of Contractual Agreement.

The County and Sponsor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 17. Nondiscrimination.

Sponsor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Section 18. Inspector General Audit Requirements

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Sponsor, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

PALM BEACH COUNTY WITNESS



Signature

ANDREW HOLZINGER
Name (type or print)

PALM BEACH COUNTY




Department Director/Designee

ERIC CALL
Name (type or print)

If Agreement Value


Exceeds \$10,000.00, But Not More Than \$50,000.00:



County Administrator

Verdencia C. Baker
Name (type or print)

SPONSOR WITNESS



Signature

Carilyn Simon
Name (type or print)

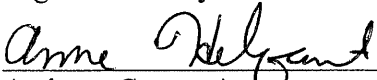
SPONSOR



Signature

Steve Simon
Name (type or print)

Approved as to Form and
Legal Sufficiency



Assistant County Attorney

SS

EXHIBIT “A”

Sponsorship Benefits

- a) Distribution of Family Food Truck Series promotional materials to Amphitheater email database.
- b) Posting of Family Food Truck Series promotional materials on Palm Beach County website and the Sunset Cove Amphitheater Facebook Page.

County shall supply sponsor with a black and white logo in Vector based EPS format **OR** TIFF, 300 resolution **OR** higher format **OR** JPEG format via email.

EXHIBIT "B"

Insurance

- ✓ **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$100,000.00** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.



CERTIFICATE OF LIABILITY INSURANCE

6886

DATE (MM/DD/YYYY)
11/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sharp Insurance Agency 6175 NW 153 Street Ste 200 Miami Lakes, FL 33014	CONTACT NAME: Michelle de Mota PHONE (A/C, No, Ext): (305) 825-8580 E-MAIL ADDRESS: info@sharpins.com		FAX (A/C, No): (305) 825-8581
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Food Truck Invasion, Inc PO Box 56-2019 Miami Fl 33256-2019	INSURER A: Rps-burlington Insurance Company		23620
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	GENERAL LIABILITY	X		HBD100059671	11/22/2015	11/22/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Excluded
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
		<input type="checkbox"/> CLAIMS-MADE						\$
							DED	RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FOOD TRUCK EVENT ORGANIZER

"PALM BEACH COUNTY BOARD OF COUNTRY COMMISSIONERS IS ENDORSED AS AN ADDITIONAL INSURED ON COMMERCIAL GENERAL LIABILITY FOOD TRUCK INVASION - 1st & 3rd and 2nd & 4th Wednesday of each Month"

CERTIFICATE HOLDER Palm Beach County Board of Commissioners 2700 6th Avenue South Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Heleonor Gonzalez</i>
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ACORD 25 (2010/05)

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Delivered By EzCOI.com

September 13, 2016

Palm Beach County Parks & Recreation/ Special Facilities
2700 6th Avenue South
Lake Worth FL, 33461

Re: Delegation of Authority

To Whom It May Concern,

The undersigned Carilyn Simon, the designated representative of the Food Truck Invasion, Inc, a Florida Non Profit Corporation, hereby authorizes Steve Simon to act on behalf of the Food Truck Invasion, Inc, with respect to the review, negotiation and execution of the contractual agreement including but not limited to, service agreements, access agreements, marketing agreements, advertising agreements and other vendor agreements as it pertains to the rental of Palm Beach County Parks and Recreation facilities.

This authorization is valid until further written notice.

Yours truly,



Carilyn Simon