

SPECIAL EVENT AGREEMENT
BETWEEN CITY OF MADEIRA BEACH
AND OLD SALT FISHING FOUNDATION, INC.

THIS AGREEMENT (“Agreement”) is hereby made and entered into this ____ day of _____, 2023, by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as “CITY,” and **OLD SALT FISHING FOUNDATION, INC.**, a Florida not-for-profit corporation, hereinafter referred to as “OLD SALT.”

RECITALS

WHEREAS, CITY owns the real property depicted on **Exhibit A** and hereinafter referred to as “City Property;” and

WHEREAS, City Property includes the City Hall, the Fire Dept., R.O.C. Park, City Centre Room, Boca View Hall, Outside Deck, Ocean Walk and Starboard Rooms, Athletic Fields, tennis courts, basketball court, Recreation Center, Bandshell, Rex Place parking and City Hall parking; and

WHEREAS, OLD SALT has requested that the CITY allow for the use of a portion of City Property consisting of R.O.C. Park, Recreation Center, Athletic Field #3, the Bandshell, Rex Place parking and City Hall parking, hereinafter referred to as “Recreational Facilities,” during two (2) special events taking place within the City of Madeira Beach. Those special events are the Spring King of the Beach Fishing Tournament and the Fall King of the Beach Fishing Tournament, hereinafter referred to as “Special Events;” and

WHEREAS, CITY has indicated its willingness to allow the use of the Recreational Facilities.

NOW THEREFORE, in consideration of the mutual covenants and obligations undertaken by the parties as contained herein, and for other good and valuable consideration, the parties mutually agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. OLD SALT will complete the Special Event Application (Large Event Application – More Than 1,000 Attendees) for both of the Special Events not less than sixty (60) days nor more than 365 days before the date of each Special Event, each year, in accordance with City Ordinance.
3. OLD SALT must operate within the parameters of the Special Event Application and Special Event Addendum provided to them by the CITY.
4. OLD SALT agrees that if it fails to comply with the Special Event Application and the Special Event Addendum, it will result in termination of this Agreement and all fees previously waived by the CITY will be required to be remitted to the CITY within forty-five (45) days of termination of this Agreement.
5. The parties agree that the CITY will be the exclusive headlining (top-billing) host sponsor for each Special Event. In return the CITY will waive the special event fees for the use of the CITY's Recreational Facilities. The parties acknowledge that sponsorship of the Special Events by the CITY does not imply partnership in any of the events. Therefore, the CITY is not in a joint venturer with OLD SALT in the Special Events.
6. OLD SALT agrees to provide the CITY with the right to the full use of any and all video production materials, images, publications and other marketing collateral intending to be utilized before and after the either Special Event,

including pre-event and post-event marketing, created for or as a result of either Special Event.

7. OLD SALT agrees to provide cross-promotional branding whereby the CITY will be recognized as part of award presentations and photo opportunities. Additionally, the CITY will recognize Field #3 as the host site of the event with year-round branding opportunity on the field backstop.
8. CITY hereby waives any fees for the use of the CITY's Recreational Facilities; however, OLD SALT shall pay for any hourly wages for CITY staff incurred by the CITY for any staff required to attend either Special Event, including recovery of expenditures for CITY staff required to work this event at the CITY staff person's billable hourly wage and benefits rate. CITY staff who personally volunteer for the event during off-duty hours will not be included in the CITY staff hours. CITY only agrees to the waiver of recreational fees as related to the Special Events. Fees for any other events on City Property will not be waived. Fees pertaining to other departments and their activities involved in either of the Special Events shall not be waived (Fire/EMT and Sanitation).
9. The term of this Agreement shall be for a term of ten (10) years commencing on the date of the execution of the Agreement by both parties.
10. This Agreement may be terminated by either party, without cause, with ninety (90) days prior written notice.
11. This Agreement may not be assigned by either party without prior written consent of the other party.

12. OLD SALT agrees that it will comply with all laws, codes, ordinances and any other requirements of governmental agencies as they relate to OLD SALT's use of the Recreational Facilities during the term of this Agreement.
13. Failure of CITY to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver occurred.
14. It is the intention of the parties that this Agreement is in compliance with all relevant city codes, state and federal statutes, regulations and governmental agency guidelines governing the relationship between the parties at the time of the execution of this Agreement. If any provision of this Agreement is subsequently rendered invalid or unenforceable by any local, state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.
15. This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights in or duties to any third parties of any nature whatsoever.
16. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of OLD SALT and the CITY.
17. Notices, requests, demands and any other communications which are required or submitted under this Agreement shall be in writing and shall be deemed to

have been duly given and delivered personally, or when mailed, registered or certified first class postage prepaid in the U.S. Mail, set forth below:

If to the CITY:

Robin Gomez, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1916

If to OLD SALT:

Amy E. Verdensky, Registered Agent
Old Salt Fishing Foundation, Inc.
4685 95th Street North
St. Petersburg, FL 33708

With a copy to:

Thomas J. Trask, Esq.
Trask Daigneault, LLP
1001 S. Ft. Harrison Avenue
Suite 201
Clearwater, FL 33756

18. The fact that one of the parties may have drafted or structured any provision of this Agreement should not be considered in construing that particular provision or document either in favor or against such party.
19. This Agreement, along with the Special Event Application and Special Event Addendum, supersedes all prior negotiations, oral or written agreements, here before made relating to the subject matter hereof, and this Agreement, the Special Event Application and Special Event Addendum constitutes the entire agreement of the parties relating to the subject matter hereof.
20. This Agreement may not be altered or amended except by a writing signed by the parties hereto.
21. All documents created pursuant to this Agreement are public records and the parties hereto agree to abide the Florida Law governing public records with regard to this Agreement.

22. Each party to this Agreement represents and warrants to the other party that all appropriate authority exists, or as the duly authorized persons executing this Agreement, to so execute the same and fully bind the party on whose behalf they are executing this Agreement.
23. In the event that there is any litigation between the parties arising from this Agreement, such litigation shall be brought exclusively in Pinellas County, Florida. In the event of such litigation, the prevailing party shall be entitled to payment of its attorneys' fees and costs at trial and appellate levels.
24. In consideration of the CITY authorizing the use of the CITY's Recreational Facilities for the Special Events, OLD SALT does hereby agree to release, defend, indemnify and hold the CITY, the Board of Commissioners, Charter officials and employees harmless from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees and incidental defense costs arising out of or resulting from OLD SALT's use of the CITY's Recreational Facilities. This indemnification obligation shall not be subject to any limitation as to the amount or type of recovery sought, or on the amount or type of insurance coverage secured by OLD SALT. Further, OLD SALT shall require all of their insurance carriers, with respect to all insurance policies to which they are a party, to waive all rights of subrogation against the CITY.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and years first written above.

CITY OF MADEIRA BEACH
a Florida municipal corporation

ATTEST:

Clara VanBlargan, City Clerk

By: _____
John Hendricks, Mayor

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., City Attorney

OLD SALT FISHING FOUNDATION, INC.
a Florida not-for-profit corporation

By: _____
Thomas Verdensky, President