

**Martin County Department of Parks & Recreation**  
**Sponsorship Agreement Terms & Conditions Of Acceptance**

This SPONSORSHIP AGREEMENT TERMS & CONDITIONS OF ACCEPTANCE is made and entered into by/between MARTIN COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (“COUNTY”) and the “PARTY” identified on the Martin County Department of Parks & Recreation “Sponsorship Commitment(s)” document(s) bearing PARTY endorsement.

COUNTY shall provide to the PARTY the sponsorship promotional consideration(s) defined on “Sponsorship Commitment” document(s) bearing PARTY endorsement.

PARTY shall pay COUNTY the advertised price for the sponsorship promotional considerations(s) selected by the PARTY from those defined on the “Sponsorship Commitment” document(s) bearing PARTY endorsement.

**TERMS & CONDITIONS**

**1. Review & Approval**

The Parks & Recreation Department staff will analyze and recommend, and the Department’s Director will approve the addition or elimination, with authorization by BOCC as needed, sponsorships and/or advertising and content. In addition, the Parks & Recreation Director, or designee as warranted, will:

- a.) Review and approve sponsorship/advertising fees;
- b.) Execute contracts and agreements;
- c.) Review and approve promotional content and design;
- d.) Evaluate contracts and agreements each year or at the end of the contract period.

**2. Placement**

Advertising will not impede or compromise the safety of the County’s residents and visitors and must be in accordance with County codes and zoning laws.

**3. Prohibitions**

- a.) Misleading or deceptive advertising, naming, sponsorship, promotions, including explicit and implicit endorsement, advocacy, or encouragement of the following are prohibited:
  - i. Tobacco products.
  - ii. Alcoholic beverages.
  - iii. Demeaning or disparaging words about individuals or groups on the basis of race, color, religion, national origin, ancestry, gender, gender identity or expression, pregnancy, age, disability, ethnicity, or sexual orientation.
  - iv. Profanity.
  - v. Violence or the image or description of graphic violence or the depiction of weapons or other implements or devices associated with acts of violence or harm to people or animals.
  - vi. Provocation or incitement to violence.
  - vii. Human reproduction, sexuality or products or services or opinions related to human reproduction, sexuality, or sexual stimulation, including but not limited to contraceptive products or services, other products or services related to sexual hygiene and counseling with regard to pregnancy, abortion, or other sexual matters or entertainment directed to sexual stimulation.
  - viii. Nudity or obscenity as defined by Florida Statutes.
  - ix. Firearms.
  - x. Unlawful or illegal goods or services, conduct, behavior, or activities.
  - xi. Adult oriented goods including but not limited to adult book stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
- b.) The words “stop,” “drive,” “danger” or any other word, phrase, symbol, lighting, or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic.

**4. Accounting**

The Parks & Recreation Department will record and account for receipts of funds, assets, and “In-Kind-Exchanges”. The Parks & Recreation Department will make disbursements in accordance with standard policies and procedures for budgeting and expenditure of funds.

**5. Design, Fabrication, Maintenance, and Repairs**

Sponsors and advertisers bear responsibility for all costs of design, fabrication, maintenance, and repairs of any and all promotional materials unless otherwise explicitly stated in writing by the Parks & Recreation Department.

**6. Endorsement**

- a.) Sponsorships and promotions will not constitute endorsement of any company, product or service by the Parks & Recreation Department or the Board of County Commissioners.
- b.) Sponsorships and promotions may not declare or imply an endorsement by the Parks & Recreation Department or Board of County Commissioners, except by advance written permission.
- c.) The Parks & Recreation Department or the Board of County Commissioners may require an advertiser, sponsor, or promoter to add or emphasize language that Martin County does not endorse or associate itself with the advertisement, promotion, or entity.
- d.) Promotions in proximity to the Parks & Recreation Department and/or County logo(s) and brand identity elements must be approved in advanced by the Parks & Recreation Department.

**7. Compliance**

The COUNTY and PARTY acknowledge that this Agreement and the execution thereof shall comply with Florida law and COUNTY ordinances, regulations and administrative procedures.

**8. Assignment**

PARTY shall not assign this Agreement to any other party. Any attempt to assign this Agreement shall automatically terminate this Agreement.

## **9. Amendments**

This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

## **10. Severability**

If any provision of this Agreement or the application thereof to any person or situation shall be to any extent held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

## **INDEMNIFICATION**

1. PARTY shall indemnify, save and hold harmless COUNTY, its officers, employees, servants and agents from and against any and all claims, liabilities, losses and/or causes of actions including claims, liabilities, losses and/or causes of actions caused by any negligent or willful act or omissions of PARTY or its officers, employees, servants or agents which may arise from the Agreement and/or the performance of services under this Agreement. Nothing herein shall be construed as a waiver of COUNTY's sovereign immunity, the provisions of Section 768.28, Fla. Stat., nor consent to be sued by third parties.
2. In addition, sponsors, advertisers and/or any agent of any sponsor or advertiser will indemnify the County from all liability for actions or loss arising from but not limited to:
  - a.) Injuries or damage arising from the placement or presence of promotional materials;
  - b.) Content, trademark and copyrighted infringement;
  - c.) Placement, installation, or maintenance;
  - d.) Graffiti on, damage to, or defacement of promotional materials.

## **TIME OF PERFORMANCE**

This Agreement shall begin on the latter of the date PARTY signs the "Sponsorship Commitment" document(s) or COUNTY receipt of payment in full. This Agreement shall end on earlier of the date of expiration specified on "Sponsorship Commitment" document(s) or at the discretion of the Director of the Parks & Recreation Department.

## **TERMINATION**

Either party may terminate this Agreement at any time without cause by giving the other not less than ten (10) days advance written notice of such termination and specifying the effective date thereof. Provided, however, such termination shall not be effective until the value of goods/services exchanged is equal. If PARTY or COUNTY, at any time during the initial term or any additional term of this Agreement, should be in default (i.e. commit a material breach) of this Agreement, and shall fail to remedy such default within ten (10) days after written notice of such default from the other party, then the non-defaulting party may, at its option, terminate this Agreement by giving the defaulting party written notice of its election to terminate this Agreement, and specifying the effective date thereof, after the expiration of such ten (10) day opportunity to cure, and at least ten (10) days prior to the effective date of said termination.

## **ENTIRE AGREEMENT**

This Agreement and any other documents formally referenced herein embody the entire agreement between the parties. It may not be modified or terminated except as provided for herein.

## **ACCEPTANCE**

By delivering "Sponsorship Commitment" document(s) bearing PARTY endorsement to the Martin County Parks & Recreation Department, PARTY acknowledges and agrees to this Agreement in its entirety.