

**EVENT SPONSORSHIP AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
WALL TO WALL WINDOWS & DOORS, LLC D/B/A
WINDOW WORLD OF NORTHEAST FL**

THIS EVENT SPONSORSHIP AGREEMENT (the "Agreement") is dated this 26 day of Oct, 2015, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal and county political subdivision, duly organized and validly existing under and by virtue of the laws of the State of Florida, with all of the powers of both a municipality and a county under Florida law ("City"), whose address is c/o Office of Special Event, 117 West Duval Street, Suite 280, Jacksonville, Florida 32202, and **WALL TO WALL WINDOWS & DOORS, LLC D/B/A WINDOW WORLD OF NORTHEAST FL**, a Florida Limited Liability Company, whose address is 9452 Philips Hwy., Unit 1, Jacksonville, FL 32256 (the "Company") and is entered into as of the Effective Date set forth in Exhibit A.

WHEREAS, City is host to the **2015 Jacksonville Sea & Sky Spectacular Air Show** (the "Event"); and

WHEREAS, City owns all rights to the Event, including, among other things, solicitation of sponsors, distribution of additional VIP passes, and scheduling of "meet and greets" and photo signings, and;

WHEREAS, Company desires to secure certain marketing and/or sponsorship rights at the Event (the "Sponsorship") identified, and pursuant to the terms set forth, in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to provide Company the Sponsorship benefits for the Event for the fees paid by Company to City as set forth in Exhibit A; and

WHEREAS, City and Company desire to enter into this Agreement; now therefore

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. The recitals set forth above are accurate, correct and true and incorporated herein by this reference.
2. Company shall have use of those Sponsorship benefits expressly set forth in Exhibit A. No other rights or benefits to the Company are permitted without the prior written consent of City.
3. Company shall comply with all public safety standards, requirements for personal security and property safety and emergency medical services and sanitary

facilities as set forth in Chapter 191, *Ordinance Code*. Company agrees to comply, and be in compliance at all times, with federal, state and municipal laws and shall not in any way subject Jacksonville to liability or exposure for failure to adhere to the same. Company represents, warrants and agrees that Company's trademarks or logos to be used in Exhibit A for the sponsorship benefits do not infringe the trademarks or trade names of any third party corporation or person. Company acknowledges City is subject to Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to this Agreement.

4. Limited roving security will be provided by City throughout the duration of the Event; however, such security is for City's sole benefit. City may make such changes in the provision thereof from time to time as City may desire. City agrees to facilitate additional security if requested by Company so long as Company agrees to pay in advance the costs of such additional security for the Event.

5. If the Event should not take place by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations or actions, war, riots, insurrection, the act, failure to act or default of the other party, or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then this Agreement shall terminate and the parties shall be released from all obligations under this Agreement that do not specifically survive its termination.

6. See Exhibit B attached hereto and hereby incorporated herein by reference for insurance requirements for Company.

7. See Exhibit C attached hereto and hereby incorporated herein by this reference for the indemnification provisions of Company.

6. Nothing herein contained shall be deemed or construed as creating the relationship of principal and Company or of partnership or joint venture between City and Company.

7. Company shall not transfer, pledge, assign or convey its interest in this Agreement or any part thereof without the City's prior written consent, it being understood that this Agreement is personal to Company. Company shall not bring additional marketing partners or sponsors to the Event under the terms of this Agreement. Assignment or transfer by Company of this Agreement or any part hereof in violation of this Section will result in immediate termination of the Agreement without liability of the City.

8. The parties agree that all communications relating to the day-to-day activities shall be exchanged between the Company's and the City's representatives set forth in Exhibit A, and that such day-to-day communications will be by email or other efficient means. However, if any formal notices are permitted or required in this Agreement, then such formal notices shall be in writing and shall be duly delivered and given when personally served or mailed postage prepaid by certified mail to the person at the address designated below. Notice shall be deemed given on the date of personal delivery or mailing. A party may change its address as designated herein by giving notice thereof as provided herein.

If to City: Sponsorship Coordinator
City of Jacksonville
Office of Special Event
117 West Duval Street, Suite 280
Jacksonville, Florida 32202

With Copy To: Office of General Counsel
City of Jacksonville
Attn: Governmental Operations
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

If to Company: To the address set forth in Exhibit A.

9. If any one or more of the agreements, provisions, covenants, conditions and terms of the Agreement shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions and terms of the Agreement and shall in no way affect the validity of any of the other provisions hereof.

10. Nothing herein, express or implied, is intended to create any rights in any third parties, it being understood that there are no third party beneficiaries to this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising out of this Agreement shall lie exclusively in the jurisdictional courts of Duval County, Florida.

12. This Agreement contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement and not contained herein, shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

13. The waiver by either party of any breach of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

14. This Agreement may be executed in counterpart and facsimile signature, the counterpart and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement. The undersigned representative of the Company represents to the City that such person is authorized to sign this Agreement on behalf of the Company.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement for the purposes expressed herein effective as of the day and year first above written.

WITNESS:

WALL TO WALL WINDOWS
& DOORS, LLC D/B/A WINDOW
WORLD OF NORTHEAST FL

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

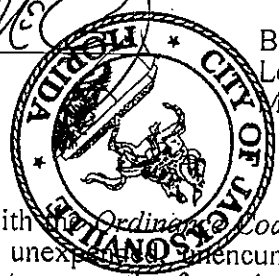
By: [Signature]
Name: Heather Willis
Title: _____
Date: 10.20.15

By: [Signature]
Name: Brian A. Wall
Title: Owner
Date: 10/20/15

ATTEST:

CITY OF JACKSONVILLE, a
Florida municipal corporation

By: [Signature]
James R. McCain, Jr.
Corporation Secretary



By: [Signature]
Lenny Curry
Mayor

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

[Signature]
Director of Finance
City Contract Number: 9894-108

Form Approved:

[Signature]
Office of General Counsel

EXHIBIT A

Effective Date of Agreement: Friday, September 25, 2015

Event: Jacksonville Sea & Sky Spectacular Air Show

Dates: Friday, October 23 – Sunday, October 25, 2015

Beginning Time and Ending Time (Event Duration):

Saturday, October 24, 10:00 AM – 4:00 PM; Sunday, October 25, 10:00 AM – 4:00 PM

Company Name: Window World of Northeast FL

Company Address: 9452 Philips Highway, Unit 1, Jacksonville, FL 32256

Company Representative/Contact Person: Brian Wall

City's Sponsorship Coordinator: Julie Lyons

Marketing Partnership Provided by City to Company:

The following will be the Company's customized marketing partnership.

Company shall receive a 10' x 10' Marketing Display Space to conduct marketing efforts. The Company will provide marketing assets needed for activation. The City will provide One (1) 10' x 10' tent, weights for tent, two (2) 8' tables, two (2) chairs and one (1) quad box for reasonable power as needed for this Marketing Display Space.

Company shall be permitted to distribute retail incentives, giveaways and promotions from the above-referenced marketing space. All promotions and giveaway requests must be submitted in writing and approved by the Office of Special Event, City of Jacksonville, no later than Friday, October 16, 2015.

Company shall be permitted to hang banners in the above-referenced marketing area and agrees to assume all costs associated with the banners. All banner graphic requests must be submitted to the Office of Special Event, City of Jacksonville and receive written approval no later than Friday, October 16, 2015.

Company agrees to staff and operate the above-mentioned Marketing Display Space in accordance with the hours of operation set forth above. Company agrees to complete set up of display area no later than 1 hour prior to Event Beginning Time set forth above.

Company shall keep the above-referenced Display Spaces neat, clean and free of garbage and debris by means acceptable to the City. City at all times may enter the Marketing Display Space for the purpose of monitoring Company's compliance with the terms of this Agreement or make such other inspections of the Company's sponsorship benefits for any other purposes permitted hereunder.

Street teams and roving marketing efforts are not permitted by this Agreement, it being understood that Company shall maintain its activities within the Marketing Display Space defined above.

Company agrees not to bring additional sponsors without prior written approval from the City, to the above referenced events.

Company shall receive inclusion in the Ground Activities section of the souvenir program with a brief description of onsite activities. Description must be submitted in writing to the Office of Special Events, no later than Friday, September 25, 2015.

Company agrees to provide one high-resolution, print-ready logo for use on the event website and promotional print materials.

Company shall receive logo inclusion in the souvenir program and on select Event maps and signage in various formats.

Company logo shall appear prominently on the official City of Jacksonville Sea & Sky Spectacular Air Show website www.jaxseaandsky.net with a hyperlink to its Company website.

Company shall receive two (2) parking passes each day for passenger vehicles October 24 – 25, 2015.

Company agrees to pay the City of Jacksonville the sum of \$4,000 as the non-refundable partnership fee, due October 19 prior to activation at the event. This Agreement serves as the invoice for all of the above payments; invoice available upon request.

EXHIBIT B - INSURANCE REQUIREMENTS

(a) Before the Event, and without limiting its liability under this Agreement, Company shall procure and maintain, at its sole cost and expense, during the term of this Agreement (and shall require its subcontractors of any tier, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and in amounts not less than stated below:

SCHEDULE	LIMITS
Workers Compensation	Florida Statutory Coverage
Employer's Liability	\$1,000,000 Each Accident
(Including appropriate Federal Acts)	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease

(You may be responsible for workers' compensation benefits payable to an injured employee as defined by Chapter 440, Florida Statutes; you are solely responsible for determining the applicability of Chapter 440, Florida Statutes. The City may elect to waive the above insurance requirements if you determine that you are not required to carry workers' compensation coverage as defined under Chapter 440, Florida Statutes. Your determination must be communicated in written form on your letterhead, verifying the exemption, certified and signed by an officer or your authorized representative.)

Commercial General Liability	\$2,000,000	General Aggregate
(Including premises operations	\$2,000,000	Products/Comp.Ops.
and blanket contractual liability)	\$1,000,000	Agg.
Injury	\$1,000,000	Personal/Advertising
	\$ 5,000	Each Occurrence
	\$ 500,000	Medical Expenses
		Property Damage
Automobile Liability	\$1,000,000	Combined Single Limit
(All automobiles-owned, hired or non-owned)		
Liquor or Host Liquor Liability	\$1,000,000	Each Occurrence
(Liquor or Host Liquor Liability to the extent liquor is being served.)		

(b) Waiver of Subrogation. All insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville, City of Jacksonville Beach, City of Neptune Beach, City of Atlantic Beach and their respective officers, directors, members, representatives, affiliates, servants, and employees and agents, and The Commander, U.S. Naval Station Mayport.

(c) Additional Insured: The City of Jacksonville, City of Jacksonville Beach, City of Neptune Beach, City of Atlantic Beach and their respective officers, directors, members, representatives, affiliates, servants, and employees and agents, and The Commander, U.S. Naval Station Mayport shall be endorsed as an Additional Insured under the Commercial General Liability coverage on a form no more restrictive than the most current version filed for use in the State of Florida CG2010, CG2037 and

Automobile Liability on a form no more restrictive than the most current version filed for use in Florida of CA2048.

(d) Company's Primary. The insurance provided by the Company shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville, City of Jacksonville Beach, City of Neptune Beach, City of Atlantic Beach and their respective officers, directors, members, representatives, affiliates, servants, and employees and agents, and The Commander, U.S. Naval Station Mayport.

(e) Deductible or Self-Insured Retention Provisions. Except as authorized in this agreement, the insurance maintained by the Company shall apply on a first dollar basis without application of a self-insurance, deductible or self-insured retention. Except as authorized specifically in this agreement, no self-insurance, deductible, or self-insured retention for any required insurance provided by Company and Contractors of any tier pursuant to this Agreement will be allowed. If there is any self-insurance, deductible or self-insured retention for any required insurance, the Company shall be responsible for paying on behalf of the City. (And any other person or organization Company has, in this Agreement, agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. The City of Jacksonville, City of Jacksonville Beach, City of Neptune Beach, City of Atlantic Beach and their respective officers, directors, members, representatives, affiliates, servants, and employees and agents, Richard E. Grissom and The Commander, U.S. Naval Station Mayport will not be responsible for any self-insurance, deductibles or self-insured retentions under this agreement.

(f) Company's Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Company, or its subcontractors, officers, employees or agent to City or others. Any remedy provided to City or City's members, officials, employees, or agents and others in the Agreement shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

(g) Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Insurance and Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The Company shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event the Company is unable to obtain such endorsement, the Company agrees to provide the City the notice directly. Until such time as the insurance is no longer required to be maintained by Company, Company shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

(h) Anything to the contrary notwithstanding, the liability of Company under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, the insurance furnished by Company shall relieve Company or its agents of the responsibility to provide the insurance as required by this Agreement.

(i) Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may, at its sole option require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City and other additional insureds in the Agreement also be named as an additional insured.

(j) Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City's Division of Insurance and Risk Management, if requested to do so by the City, the Company shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified, complete copy of the policies of insurance providing the coverage required herein.

EXHIBIT C

Indemnification Provisions

Indemnification. Company and its subsidiaries (collectively the “Indemnifying Parties”), shall (and shall require all subcontractors of any tier to) hold harmless, indemnify, and defend City Of Jacksonville, City of Jacksonville Beach, City of Neptune Beach, City of Atlantic Beach, and the Commander, Naval Regions Southeast, U.S. Navy and their respective members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney’s fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

(a) **General Tort Liability,** for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties’ performance of the Agreement, operations, services or work performed hereunder (collectively, the “Services”); and

(b) **Violation of Laws Liability,** arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(c) **Breach of Representations, Warranties and Obligations,** arising directly or indirectly out of any breach of any representation, warranty, covenant or obligation set forth in the Agreement or made by the Indemnifying Parties in connection with the Agreement or in any certificate, document, writing or other instrument delivered by the Indemnifying Party; and

(d) to the extent this Agreement contemplates environmental exposures, **Environmental Liability,** arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

(e) to the extent this Agreement contemplates intellectual property exposures, **Intellectual Property Liability,** arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such

Service or product in a way satisfactory to City, so that the Service or product is non-infringing.

The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement. In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect and any term which offends Section 725.06 or 725.08 of the Florida Statutes may, subject to the sole discretion of the Indemnified Party, be modified to comply with said statutes.

If an Indemnified Party exercises its rights under this Agreement, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests.

**ADMINISTRATIVE AWARD
BID No.: AD-0148-15**

DESCRIPTION OF GOODS/SERVICES: Recommend approval to enter into agreement with various organizations for sponsoring, marketing, vendors, in-kind and revenue generating aspects for the Sea & Sky Spectacular 2015, hosted by the City of Jacksonville and to be held at Jacksonville Beach. Period of service shall be from date of award through October 25, 2015. Estimated revenue is \$500,000.00 and will be deposited into PRSE134SE-36602.

FOR AGENCY/DEPARTMENT: OED/ Special Events

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION: Section 111.105 Special Event and Activities Trust Fund

RECOMMEND AWARD TO: Various Organizations

CONCURRENCE BY: Tonisha Landry-Gaines, Manager, Special Events

PRICE: \$500,000.00

TERMS: NET 30

REASON FOR NOT ACCEPTING LOW BID: N/A


Buyer

3/19/2015
Date


Manager of Purchasing Services

5/26/15
Date

APPROVAL



Gregory Pease, Chief, Procurement Division

5/22/15
Date



MEMORANDUM

TO: Gregory Pease, Chief of Procurement

FROM: Tonisha Landry, Office of Special Events 

DATE: May 14, 2015

RE: Sea & Sky Spectacular - Sponsorship

Pursuant to the provisions of 126.107A of the Procurement Code, the Office of Special Events is requesting procurement grant an Administrative Award allowing our office to enter contract agreements with various organizations for sponsorship, marketing, vendors, in-kind and revenue generating aspects for the Sea & Sky Spectacular 2015 hosted by the City of Jacksonville and to be held at Jacksonville Beach October 23-25, 2015.

The period of service will be from date of award through conclusion of event.

Sea & Sky \$500,000

In accordance with Section 111.105, all the event related monies shall include, but may not be limited to, ticket sales, donations, gifts, sponsorships, underwriting fees and participation fees, which are sold by the City or given to the City from nongovernmental sources, are to be used to assist in defraying the operational and production costs associated with the event.

Estimated revenue is \$500,000 and will be deposited into PRSE134SE-36602.