NORTH MIAMI
BREWFEST

FIU
Institute for Hospitality & Tourism Education & Research

City of North Miami, a Florida municipal Corporation
SPONSORSHIP AGREEMENT

Sponsor: City of North Miami, a Florida municipal Corporation
Address: 776 NE 126 Street, North Miami, FL 33161

The Florida International University Board of Trustees ("FIU"), as administrator and producer of the **BrewFest** (collectively, "BrewFest"), thanks Sponsor for its commitment as the Title **(Platinum level)** sponsor of the 2016 BrewFest, which will be held on Friday, November 18, 2016 through Saturday, November 19, 2016 and will be named the "North Miami BrewFest" for the duration of this agreement. This Sponsorship Agreement (the "Agreement") shall commence as of the last date signed below (the "Effective Date") and shall continue through and including **June 30, 2017**, unless otherwise terminated pursuant to the terms hereof. In consideration of the terms outlined herein, the parties agree as follows:

I. **Sponsor's Contribution** *(please put N/A if not applicable):*

A. **Cash Contribution:** $150,000 annually **Payment Due Date:** October 3, 2016.

~~B. **In-Kind Contribution:** 10 Restaurant/Bar sponsorships of five hundred dollars ($500) each, for an aggregate annual amount of five thousand dollars ($5000) paid directly to each restaurant.~~

II. **Sponsor's Sponsorship Benefits** *(please put N/A if not applicable):*

A. **Level:** Sponsor will be recognized as the title (Platinum level) sponsor of the 2016 BrewFest

B. **General BrewFest Recognition:** Sponsor will receive title level logo recognition on the welcome banners at the Grand Sampling and Brewer's VIP Dinner.

C. **Participating Event(s):**

[1]Event Appendix #:	*Event Name:	Event Recognition:	# of Credentials:
A	Grand Sampling	Supporting Sponsor	10
B	Brewer's VIP Dinner	Supporting Sponsor	10
*The above-listed event(s) shall be known individually as an "Event," and collectively as the "Events."			

E. **Additional Opportunities:**

[1]Opportunity Appendix #:	Opportunity:
C	Non-event related Opportunities

III. **Terms and Conditions**. In addition to the above-listed Event Appendices and Opportunity Appendices (each, an "Appendix" and collectively, the "Appendices"), Sponsor's involvement with BrewFest shall be governed by the "Terms and Conditions," attached hereto and made a part hereof.

TERMS & CONDITIONS

I. **Entertainment**

BrewFest will provide tickets according to this agreement and outlined in section IIC (at retail prices) to BrewFest events valued at an amount not to exceed 6% of Sponsor's Cash Contribution. Additional tickets for events the Brewers' Dinner, are available for cash purchase or by Credit Card and are subject to availability. Ticket orders should be placed with BrewFest's Internal Ticketing Manager no later than **October 16, 2016** in order to ensure availability of first choice. Any orders made after such date are subject to availability. Sponsor is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available to BrewFest upon request.

No tickets shall be distributed until Sponsor's Cash Contribution has been paid in full and all elements of Sponsor's activation plan and

[1] The Appendix for each above-listed Event and/or Opportunity is attached to the back of this Sponsorship Agreement (under the related Appendix #) and is hereby incorporated by this reference. Sponsor acknowledges, understands and agrees that the terms outlined in each Appendix shall govern Sponsor's involvement in the related Event and/or Opportunity and Sponsor agrees to abide by the terms outlined therein.

INITIALS:

design are approved. **Tickets are distributed 2 weeks prior to BrewFest.**

If Sponsor desires to use its tickets to invite press/media to cover BrewFest, Sponsor must submit the press/media names to BrewFest's Project Manager at 305-919-0453 or ihter@fiu.edu for approval no later than **October 1, 2016.** Sponsor must receive BrewFest's approval prior to any transfer. Additionally, any media-related video/filming access plans must also be reviewed and approved by BrewFest's Public Relations Director in advance, due to BrewFest's overarching policies regarding filming of content at BrewFest events.

II. Credentials

BrewFest provides credentials for **operational working personnel** directly related to the activation of Sponsor's footprints for the day(s) and Events that Sponsor has a BrewFest-approved activation, footprint or build out. For example, executives and officials are not eligible for operational working credentials and must be ticketed. Sponsor shall receive the credentials in the amount(s) and for the Event(s) detailed on the front page of this Agreement. Terms related to Sponsor's receipt of any credentials are as follows:

A. Sponsor will receive working access for each Event in the amount specified on the front page of this Agreement. Sponsor acknowledges that working access does not grant the bearer a seat at any seated events; seats are reserved for ticketed guests.
B. All credentials for set up and breakdown personnel are included within this allocation of credentials to Sponsor; BrewFest will not allocate separate credentials for set up and breakdown personnel.
C. IMPORTANT NOTICE: CREDENTIALS ARE ISSUED ON-SITE AT BREWFEST. NO CREDENTIALS SHALL BE ISSUED UNTIL SPONSOR'S CONTRIBUTION IS PAID IN FULL.
D. No person shall be granted access to the Event site without a valid credential or ticket. This requirement will be strictly enforced. All workers, including those assisting with load-in and set-up, as well as any private photographer, videographer or other media-type personnel working directly for the Sponsor, must visibly display a valid credential at all times beginning on **Friday, November 18, 2016**
E. If Sponsor desires to use its credentials to invite press/media to cover BrewFest, Sponsor must submit the press/media names to BrewFest PR Director for approval no later than **Friday, November 4, 2016**. Sponsor must receive BrewFest approval prior to any transfer. Any media-related video/filming access plans must be reviewed and approved by BrewFest PR Director in advance due to BrewFest's overarching policies regarding filming of content at BrewFest events.
F. All media must apply for access to BrewFest through BrewFest's Public Relations department no later than **Friday, September 30, 2016** (http://sflbrewfest.com/media). Due to legal guest capacity and/or inventory control limitations, BrewFest will not have guest lists at registration and will not provide access to any members of the media or other guests, unless they have been previously approved and ticketed or credentialed by BrewFest.
G. Additional tickets (over and above Sponsor allotted amount) may be available and must be purchased prior to the Event. BrewFest highly recommends that Sponsor purchase any such tickets upon execution of this Agreement, as tickets are subject to availability and events will likely sell out and reach maximum capacity by that date. Sponsor hereby acknowledges that BrewFest is not responsible for and cannot guarantee the availability of tickets or credentials for any reason, whether for purchase or otherwise.

III. Print and Media Recognition

A. If this Agreement is executed prior to **September 28, 2016**, and Sponsor has timely submitted its logo to BrewFest per section VI (Logo and Sponsorship Acknowledgement Guidelines), Sponsor will receive logo or line listing on the *Official Guide to the* 2016 *BrewFest*.
B. Sponsor will receive recognition (logo or line-listing as appropriate, as determined by BrewFest) in select print advertising in local publications.
C. Sponsor will receive recognition (logo or line-listing as appropriate, as determined by BrewFest) in select print promotional materials distributed to local media.
D. Sponsor will have the opportunity to produce press releases promoting its participation in BrewFest, however all such press releases must be approved in advance by BrewFest. All approved press releases shall be housed on BrewFest's website in the press room.
E. Attending media list shall be released ten (10) days prior to the start of BrewFest.

IV. Electronic Recognition

A. Sponsor's logo (or line listing, as appropriate, as determined by BrewFest) will appear on the following pages of BrewFest's website, with a link to the Sponsor's website:
   - Sponsor Level: Platinum
   - On the event-specific pages for the Event(s) listed on the front page of this Agreement, if applicable.
B. Sponsor will receive the following recognition in BrewFest Mobile App:
   - Recognition (logo or line listing, as appropriate, as determined by BrewFest) on the sponsor acknowledgement page.
   - Ads or other mobile packages may be purchased separately.
C. Any logo recognition and link will remain on BrewFest website from the Effective Date of this Agreement until **June 30, 2017.**

D. If Sponsor is a Platinum level sponsor, or higher:
   1. BrewBits: Festival e-Newsletter. Sponsor will have the opportunity to be featured in the BrewFest e-Newsletter, **BrewBits**, distributed to approximately 19,000 recipients consisting of BrewFest fans, supporters, partners, students, alumni and individuals who have opted into e-mail subscription. Sponsor will work with the Sponsor Manager provided by BrewFest to curate material relevant to Sponsor's involvement within BrewFest and timeframe of distribution.
   2. Web Banner. Sponsor will have the opportunity to provide a digital web banner to be located on BrewFest's website. This web banner will appear in a rotation with other digital web banners. Detailed specifications for such banner requirements shall be provided to the Sponsor.

V. **Gifting.** Sponsor will receive the following gifting opportunities:
   A. **BrewFest Gift Bag Inclusion** – the opportunity to include a promotional item or sample in all 1,000 BrewFest gift bags distributed to attendees at the Grand Sampling.
   B. **VIP Gifting Inclusion** – the opportunity to sponsor a premium gift item for BrewFest's VIP gifting with an approximate value of $250; items to be distributed to visiting VIPs, media and craft brewers (200 items). This will be Sponsor's opportunity to gift "influencers" and introduce them to Sponsor.

Weight and size restrictions will apply. Limited placement opportunities available. Paper materials (e.g., pamphlets, promotional literature or brochures) are strongly discouraged. Whenever possible, printed pieces should be produced using 100% recycled materials, and they should not exceed two (2) ounces in weight. All promotional/gift items should not exceed eight (8) ounces in weight. All items must be approved in advance by BrewFest no later than ***October 19, 2016.***

VI. **Logo and Sponsorship Acknowledgement Guidelines.**
   A. All recognition to be received by Sponsor in accordance with this Agreement, including but not limited to Electronic Recognition and Print & Media Recognition, shall be subject to and in accordance with these Guidelines.
   B. BrewFest shall be entitled to reject any logo submissions which do not adhere to the requirements outlined herein, without any further liability to BrewFest.
   C. Sponsor must complete a "sponsor intake form" (which includes Sponsor's logo submission) **within two (2) business days** after execution of this Agreement. The form can be found here: http://sflbrewfest.com/2016-sflbrewfest-sponsor-intake-form. Within two (2) business days after BrewFest's receipt of the Sponsor's completed intake form, Sponsor's logo recognition benefits will be included in all applicable formats which are still available to Sponsor (i.e., website recognition, other electronic recognition). Sponsor will not receive any such benefits until the Agreement is finalized and the completed form (and logo) are received by BrewFest. Sponsor acknowledges that BrewFest shall not be obligated to provide recognition benefits to Sponsor for which recognition deadlines have already passed. Any requested logo changes by Sponsor submitted to BrewFest after **October 19, 2016** will not be guaranteed to be used for printed materials. Any reprinting costs associated with a Sponsor's logo change shall be the sole responsibility of the Sponsor.
   D. Sponsor shall utilize the following pre-approved verbiage when acknowledging their sponsorship of BrewFest:
      1. "A proud sponsor of the North Miami BrewFest."
      1. "[Sponsor] is honored to support the 2016 North Miami BrewFest."
      2. "[Sponsor] is honored to support #NOMI-BREWFEST®."
      3. "[Sponsor] is honored to support the 2016 North Miami BrewFest®."

VII. **BrewFest Licensing Rights.**
   A. **Grant of Rights.**
      1. BrewFest Marks. BrewFest shall provide Sponsor with the limited, non-exclusive, right to use BrewFest marks and logos, as provided to the Sponsor by BrewFest ("Festival Marks") on a royalty-free basis, in promotions, advertising and website identification for the purpose of Sponsor leveraging its sponsorship position. Sponsor must obtain the prior written approval of BrewFest as to all proposed promotional, advertising, identification or other materials prepared by Sponsor pursuant to this paragraph prior to their publication, circulation, or display. Sponsor shall place the indicia "SM" or "TM" next to each use of any Festival Mark.
      2. Sponsor Marks. BrewFest shall have the limited, non-exclusive right to use Sponsor's trademarks and logos, as provided to BrewFest by Sponsor ("Sponsor's Marks") on a royalty-free basis for the exclusive purpose of implementing the various sponsorship benefits set forth in this Agreement, including, but not limited to, providing Sponsor with logo recognition in promotions, advertising, website identification or other BrewFest-related materials. BrewFest will not use Sponsor's Marks for any purpose other than those set forth in this Agreement.
   B. **License Duration**. This limited license is granted for the duration of the 2016 BrewFest or as otherwise specified in this Agreement. All rights and privileges granted to each party by this limited license shall immediately expire on the date of expiration or earlier termination of this Agreement.
   C. **Goodwill**. Sponsor and BrewFest recognize the great value of the goodwill associated with each party's intellectual property.

Each party acknowledges that the other party has an interest in maintaining and protecting the image and reputation of its respective intellectual property, and that the other party's intellectual property must be used in a manner consistent with the standards established by that party.

D. **No Assignment**. This limited license and all rights and duties hereunder are personal to the licensees and shall not, without the written consent of the respective licensors, be assigned, conveyed, mortgaged, sublicensed or otherwise encumbered or transferred in whole or in part by the licensees or by operation of law to any other person, firm or corporation without the prior written consent of the respective licensors.

E. **No Joint Venture**. This Agreement does not authorize Sponsor to do business under the name of "North Miami BrewFest" or "Florida International University" or any name similar thereto, or to enter into any contracts or agreements of any type in the name of, or on behalf of any of these parties. The Sponsor is not empowered to state or simply imply, either directly or indirectly, that Sponsor or its activities, other than pursuant to the limited license permitted herein, are supported, endorsed or sponsored by BrewFest and upon the direction of BrewFest shall issue express disclaimers to the effect. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, nor shall any similar relationship be deemed to exist between them.

VIII. Other Provisions

A. **Opportunity Deadlines**. BrewFest shall notify Sponsor of all deadlines for any "opportunity" outlined in this Agreement (including all appendices) which does not provide a clear deadline. Deadline notices shall be provided to Sponsor in writing, which may include e-mail. All opportunities must be accepted or rejected by the deadline provided, or Sponsor risks losing such opportunity.

B. **Confidentiality**.

1. In accordance with Chapter 119, Florida Statutes, as my be amended from time to time, Sponsor agrees to keep confidential the terms of this Agreement (including, but not limited to, financial terms) and not to reveal such terms to any third party that is not under Sponsor's common ownership and control, with the exception that (i) disclosure of the terms hereof to Sponsor's legal and financial advisors shall not be a breach, provided that such advisors are expressly made aware of and agree to be bound by this confidentiality agreement, and (ii) Sponsor shall be entitled to make disclosures to the extent required by law or appropriate court order. Notwithstanding the foregoing, Sponsor may make incidental reference to the fact that it has entered into this Agreement to the limited extent necessary to activate the sponsorship benefits conferred herein.
2. BrewFest agrees to keep confidential the terms of this Agreement and any of Sponsor's information provided to BrewFest and BrewFest shall not reveal such terms to any third party, with the exception that (i) BrewFest shall be entitled to make disclosures to the extent required by law or appropriate court order, and (ii) such information shall only be considered confidential to the extent permissible pursuant to Florida Statutes, specifically including, but not limited to, Sections 688.002(4), 812.081(1)(c), 815.04(3), 815.045. Notwithstanding the foregoing, BrewFest may make incidental reference to the fact that it has entered into this Agreement to the limited extent necessary to activate the sponsorship benefits conferred herein.

C. **Public Records**. BrewFest is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and BrewFest will respond to such public records requests as required by the law. This provision shall survive the expiration or earlier termination of this Agreement.

D. **Loss/Theft**. Sponsor is solely responsible for the security of all goods, property, equipment, materials, product or any other items ("Sponsor's Property") that it or its contractors, agents, or other representatives bring to BrewFest. BrewFest shall have no obligation or liability whatsoever for any loss, misplacement or theft of Sponsor's Property unless such loss, misplacement or theft unless directly arises from BrewFest's willful misconduct.

E. **Compliance with Applicable Laws**. The parties shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all other governmental requirements, in performing under this Agreement. Sponsor acknowledges and agrees that Sponsor has and will at all times maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement.

F. **Alcohol Beverage Law Representations.**

1. If Sponsor is supplying and/or serving alcohol (including beer, wine and/or spirits), Sponsor, warrants, represents and agrees with the following statements:
   a. This Agreement is entered into solely for the marketing and promotional rights described herein and that Sponsor's rights under this Agreement is in no way conditioned on any agreement or understanding that any person, firm or company affiliated with or otherwise related to BrewFest will be required to purchase or sell any alcohol beverage produced, sold, offered for sale, or served by Sponsor, or refrain from purchasing, selling, or serving any competing products. By entering into this Agreement, Sponsor does not agree, expect, or intend to induce the purchase of any alcohol beverage produced, sold or offered for sale by Sponsor.
   b. Sponsor has no agreement with any alcohol beverage retail licensee related to or respecting this Agreement.
   c. All tickets sold as set forth in this Agreement to the various events are for the benefit of BrewFest only.
   d. Any alcohol served or visible on-site must be approved by BrewFest in advance.

2. BrewFest represents that no monies paid for the sponsorship rights identified in this Agreement are intended to be or will be passed on by BrewFest to any alcohol beverage retail licensee as an inducement to any such retailer to purchase any alcohol beverage produced, sold or offered for sale by Sponsor, nor will any such monies be used to defray any costs that any alcohol beverage retailer would incur in the conduct of its business, including, but not limited to, the purchase of advertising. BrewFest further represents that it is not a licensed retailer of alcohol beverages and that no money paid by Sponsor shall directly or indirectly be paid to a retailer of alcohol beverages.

G. **No Third Party Rights**. This Agreement does not and is not intended to confer any rights or remedies to any party other than the parties to this Agreement. Sponsor acknowledges that no branding or benefits relating to BrewFest shall be made available to any entity other than Sponsor, except upon BrewFest's advance written approval.

H. **Indemnification**. Sponsor shall indemnify, defend and hold harmless BrewFest, FIU, its Board of Trustees, the Florida Board of Governors, the State of Florida, and their respective directors, officers, agents and employees, from and against any and all damages, losses and all claims, counterclaims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, without limitation, attorney's fees and legal costs, by reason of any claim, suit or judgment arising or alleged to arise from, or relating to: (1) any breach by Sponsor of any term or provision of this Agreement; (2) any negligent acts or willful misconduct of Sponsor, its employees, agents, representatives, contractors, or subcontractors; or (3) any claim or liability involving fraud, misrepresentation, patent, copyright, trade secret, or trademark infringement in connection with Sponsor's Marks, product(s) and/or service(s), as applicable.

I. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida and any dispute arising hereunder shall be resolved in the State courts located in Miami-Dade County, Florida.

J. **Payment**. All payments due from Sponsor, if any, as outlined on the front page of this Agreement, shall be in the form of wire transfer, checks, credit card or other charge card payments made payable to "Florida International University" and shall be due on or before the Due Date listed on the front page of this Agreement. Additionally, should Sponsor fail to make the payment prior to the start of any of the 2016 BrewFest, Sponsor shall not be permitted to access the 2016 BrewFest or any BrewFest Event(s), including those for which it is involved, until payment is received by BrewFest. If BrewFest and/or any applicable BrewFest Event(s) conclude without BrewFest receiving payment from Sponsor, Sponsor agrees to reimburse BrewFest for all costs incurred by BrewFest related to Sponsor and for all marketing/publicity benefits received by Sponsor.

K. **Failure to Make In-Kind Contribution**. If Sponsor is making an In-Kind Contribution, if any, as outlined on the front page of this Agreement, and Sponsor fails to make such In-Kind Contribution prior to the start of any of the 2016 BrewFest, Sponsor shall not be permitted to access that 2016 BrewFest or any BrewFest Event(s), including those for which it is involved, until the In-Kind Contribution is received by BrewFest. If BrewFest and/or any applicable BrewFest Event(s) conclude without BrewFest receiving the In-Kind Contribution from Sponsor, Sponsor agrees that subject to North Miami Council approval, Sponsor may reimburse BrewFest for all costs incurred by BrewFest related to Sponsor and for all marketing/publicity benefits received by Sponsor.

L. **Notices**. Any notices to be made hereunder shall be made in writing and shall be sent by hand delivery, email, overnight courier or certified United States mail, return receipt requested, with postage prepaid. Each party may, by notice to the other party as provided herein, change the address to which notices or payments thereafter shall be sent:

Notices to Sponsor shall be sent to:
City of North Miami, a Florida municipal Corporation
776 NE 126 Street, North Miami, FL 33161
Attn: Larry M. Spring, City Manager
Phone: 305-895-9888; E-mail:lspring@northmiamifl.gov

Notices to BrewFest shall be sent to:
Florida International University
c/o BrewFest HQ
Chaplin School of Hospitality and Tourism Management
3000 NE 151 ST
Room HM-364
Miami, FL 33181
Attn: Miguel Alonso Jr., Director of Research and Economic Development,

M. **Waiver & Amendments**. The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver, modification or amendment by any party shall have been deemed to have been made unless expressed in writing by such party.

N. **Severability**. In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction solely to the extent necessary to render such provision valid, legal and enforceable, and without invalidating or affecting the remaining provisions hereof or affecting the validity, legality

or enforceability of such provisions in any other jurisdiction.

O. **Force Majeure**. If either party is unable to perform any obligation hereunder by reason of any event beyond such party's reasonable control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, lockout or labor dispute, war (declared or undeclared), terrorist threat or activity, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within either party's control (each a "Force Majeure" event or occurrence), such party shall be excused from performance and may terminate this Agreement upon written notice to the other party.

P. **Insurance**. Sponsor warrants and represents that it is self-funded for liability insurance for itself and, if applicable, its subcontractor's exposure and protected by the City of North Miami's self-insurance fund, pursuant to Chapter 2, Article V, North Miami Code of Ordinances and Section 768.28(16)(a). BrewFest, as a part of FIU is a public body corporate entity, warrants and represents that it is self-funded for liability insurance; BrewFest is not required to obtain additional insurance for this Agreement. BrewFest is not liable for the acts of third parties or the consequences of the acts of third parties.

Q. **Representations**. Sponsor represents and warrants that it is not on the Convicted Vendor List (see Florida Statutes §287.133(2)(a)). Sponsor also assumes such risk with respect to the willful or negligent acts or omissions of Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of Sponsor in furtherance of Sponsor fulfilling Sponsor's obligations under this Agreement.

R. **Facsimile Signatures**. Facsimile signatures hereon shall be deemed original for all purposes.

S. **Sovereign Immunity**. Nothing in this Agreement shall be construed as either party's indemnification of the other party or as a waiver of the limitation placed on either party's liability as set forth in Florida Statutes §768.28. Additionally, neither party waives their sovereign immunity and no claim or award against either party shall include attorney's fees, investigative costs or pre-judgement of interest.

T. **Electronic Signatures.** The parties hereby acknowledge and agree that this Agreement may be signed electronically and that such electronic signatures shall be deemed an original for all purposes. The parties represent and warrant that any person signing this Agreement electronically or causing this Agreement to be signed electronically has the authority to do so and that such electronic signature shall be sufficient to bind the respective party under this Agreement.

U. **Counterparts**. This Agreement may be executed in two or more of counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

V. **Authority**. Sponsor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Sponsor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Sponsor's representative or agent, such representative or agent represents and warrants that: (1) it is duly authorized to act for and on behalf of the Sponsor, (2) that it is authorized to enter into the Agreement, and (3) that it shall be jointly and severally liable for any breach of the Agreement.

W. **Entire Agreement**. This Agreement, along with any and all exhibits and appendices attached hereto, sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether written or oral, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Sponsor acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein.

X. **Funding**. Funding for this Agreement is contingent on the availability of funds in the City of North Miami and the Agreement is subject to termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to BrewFest. Should this Agreement be terminated according to the terms of this provision VIII.X., BrewFest reserves the right to seek a new title sponsor or renegotiate with Sponsor, at BrewFest's sole discretion.

SPONSOR ACKNOWLEDGES AND AGREES THAT BREWFEST SHALL NOT CONFER ANY SPONSORSHIP BENEFITS WHATSOEVER TO SPONSOR UNTIL SUCH TIME AS A FULLY EXECUTED CONTRACT BETWEEN BREWFEST AND SPONSOR IS IN PLACE.

By signing below, Sponsor represents that Sponsor has had the opportunity to review this Agreement and agrees with all of the terms and conditions contained herein. The duly authorized representatives of the parties hereby execute this Agreement as of the Effective Date.

AGREED:

City of North Miami, a Florida municipal Corporation

AGREED:

The Florida International University Board of Trustees:

Larry M. Spring

City Manager

City of North Miami, a Florida municipal Corporation

Date: 9/26/16

Florida International University

Date: 10.03.2016

ATTEST:

By: _____

Michael A. Etienne, Esq.

City Clerk

Deputy for the

City of North Miami, a Florida municipal Corporation,

"Sponsor":

By: _____

Larry M. Spring

City Manager

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By: _____

Date: 9/30/2016

Jeff P. H. Cazeau, Esq.

City Attorney

Approved as to form
and legality

F.I.U. Attorney

EVENT APPENDIX A

The Event:

Event Name:	North Miami BrewFest Grand Sampling		**(an "Event")**
Location:	Chaplin School Lawn at 3000 NE 151 ST., Miami, FL 33181		
Date(s) of Event:	Saturday November 19, 2016	Price Per Ticket:	$50 - $95
Time of Event:	Saturday 12 – 4pm	Event Capacity:	1,000 guests

Terms related to this Event:

1. **Footprint**. Sponsor will receive a total footprint TBD (whether contiguous or not) in increments of 10'x10' in the VIP lounge area from which to serve their products to guests. Any custom, Sponsor-supplied installation must reside within this exact footprint, as described. All costs associated with the footprint, including, but not limited to, equipment, power, props, etc., shall be the sole responsibility of Sponsor. All décor elements and product must reside in Sponsor's exact footprint (storage space is available for additional product on-site and must be arranged through the BrewFest Site Producer). In the event that Sponsor elects to provide a custom-built booth at its sole expense, Sponsor will provide BrewFest with a photograph and dimension of the proposed booth by **October 1, 2016** for approval by the BrewFest Site Producer, not to be unreasonably withheld or delayed. Failure to meet this deadline may result in certain elements of Sponsor's plan being denied and/or will limit the time for denied elements to be revised. The BrewFest Event Manager will review the initial plans and approve, respond or request changes by **October 15, 2016.** All BrewFest and applicable governmental fire and safety codes, rules and regulations must be strictly adhered to. BrewFest will have final authority governing placement, layout, installation and operation of all BrewFest-controlled venues.

2. **On-Site Recognition.** Sponsor will receive recognition on all relevant signage related to this Event, and in any verbal recognition of the Event's sponsors by host or BrewFest representative.

3. **Footprint Build-out**. BrewFest will provide Sponsor with basic electrical power (up to a maximum of 40 AMPS at 110 volts), ambient interior lighting to be used for general illumination and night security purposes only, sub-flooring (if applicable), tent and basic tables and linens (upon request). All additional needs and requirements must be provided and/or paid for by Sponsor including, but not limited to:
   a. Any/all additional power
   b. Sub-flooring and sub-flooring treatment including painting, carpet, etc. (if applicable)
   c. Additional lighting
   d. All audio/visual
   e. Equipment rentals (including chairs, specialty linens, staging, cooking/serving equipment etc.)
   f. Props
   g. Décor & all Sponsor-specific branding
   h. Dry goods and service ware (i.e., all cookware, cups, plates, napkins, utensils etc.)
   i. Catering and production needs, including all labor and assistance (Please note: All onsite working personnel will require a Sponsor-provided working credential)
   j. All labor and service needs (Please note: BrewFest volunteers and staff cannot provide labor services. Sponsor must have full necessary staff on site)

4. **Set-Up and Breakdown Times**. Sponsor will be assigned a set-up time based on the day(s) that Sponsor is scheduled to participate in the Event. Due to the nature of BrewFest, its location and the logistical issues involved in making BrewFest a great success for sponsors and the general public, it is imperative that Sponsor comply with all scheduled arrival times. A breakdown time will also be assigned and must be strictly adhered to.

5. **Trash Removal**. Removal of all trash generated by the Sponsor during set-up and breakdown is the responsibility of the Sponsor and must be coordinated through BrewFest's site producer and/or the Event Manager.

6. **Vehicles and Parking**. Sponsor must remove all vehicles from the site immediately after unloading. **There is no on-site parking** available.

7. **Butane Burners and Fire Safety**. For Sponsor's safety and the safety of the general public no propane or compressed gases will be permitted anywhere on the venue or under the tent tops. Sponsor will be permitted to use tabletop butane burners. Sponsor must maintain on-site a readily accessible fire extinguisher available at all times. If Sponsor is unable to provide your own fire extinguisher, Sponsor will be required to purchase one from BrewFest for $100.

8. **Cookware and Food Service Ware**. BrewFest will not supply any utensils needed for food preparation or service (i.e., spatulas, chef knives, cookware, etc.). Sponsor agrees to arrive with all necessary tools needed to prepare and serve its products. Sponsor may directly contract with the following on-site rental company to obtain these items at Sponsor's sole cost.

9. **Compliance with BrewFest Requirements and Deadlines.** An outline or proposal for all elements of Sponsor's activation and design must be submitted to BrewFest by **October 1, 2016** to be reviewed and approved by BrewFest's Activation Director. Late submission may result in certain elements of Sponsor's plan being denied and/or will limit the time for denied elements to be revised. All BrewFest and applicable governmental fire and safety codes, rules and regulations must be strictly adhered to. BrewFest will have final authority governing placement, layout, installation and operation of all BrewFest-controlled venues.

BrewFest shall reject any elements of Sponsor's activation that utilizes product that is in direct conflict with a Sponsor receiving category exclusivity at BrewFest. BrewFest shall notify Sponsor of any exclusive sponsorships that may be applicable to Sponsor's activation as early as practicable prior to the activation deadline.

EVENT APPENDIX B

The Event(s):

Event Name:	Brewer's VIP Dinner		**(an "Event")**
Location:	TBD		
Date(s) of Event:	Friday, November 18, 2016	Price Per Ticket:	$150
Time of Event:	6-9PM	Event Capacity:	50

Terms related to the Event(s):

1. **On-Site Recognition**. Sponsor will receive recognition on all relevant signage related to this Event, and in any verbal recognition of the Event's sponsors by host or BrewFest representative.

2. **Compliance with Dinner Requirements and Deadlines.** An outline or proposal for all elements of Sponsor's activation and design must be submitted to BrewFest by **October 1, 2016** to be reviewed and approved by BrewFest's Activation Director. Late submission may result in certain elements of Sponsor's plan being denied and/or will limit the time for denied elements to be revised. All BrewFest and applicable governmental fire and safety codes, rules and regulations must be strictly adhered to. BrewFest will have final authority governing placement, layout, installation and operation of all BrewFest-controlled venues.

BrewFest shall reject any elements of Sponsor's activation that utilizes product that is in direct conflict with a Sponsor receiving category exclusivity at BrewFest. BrewFest shall notify Sponsor of any exclusive sponsorships that may be applicable to Sponsor's activation as early as practicable prior to the activation deadline.

OPPORTUNITY APPENDIX C

Additional Non-Event Related Sponsorship Opportunity:

1. Sponsor shall have the annual opportunity to provide five (5) titled scholarships for the Chaplin School of Hospitality & Tourism Management valued at one thousand dollars ($1,000) each for qualified FIU students. FIU retains final approval on awards of individual scholarship recipients. FIU shall make its best efforts to award these individual scholarships to current residents of the City of North Miami, provided that the award of any scholarships, and the criteria used for such award, shall be subject in all respects to applicable law and FIU policies and procedures in effect from time to time.
2. Sponsor recognition on the Gump Cup Award – (Home Brewers)
3. Sponsor shall have the annual opportunity to name one (1) judge on the Selection Committee for a BrewFest Competition to be defined by **BrewFest in their sole discretion. Opportunity must be accepted by October 17, 2016.**