

**NORTH MIAMI MARDI GRAS
SPONSORSHIP AGREEMENT**

between

CITY OF NORTH MIAMI

and

FAHRENHEIT MUSIC FESTIVAL, LLC

This is an Agreement between **FAHRENHEIT MUSIC FESTIVAL, LLC**, a Florida Limited Liability Company whose principal address is 14955 South Biscayne River Drive, Miami Florida 33161 (“Organizer”) and the **CITY OF NORTH MIAMI**, a Florida Municipal Corporation located at 776 NE 125th Street, North Miami, Florida North Miami (the “City” or “Sponsor”) (each a “Party”, collectively, the “Parties”) whereby the City agrees to sponsor and the Organizer agrees to organize the event to be known as the North Miami Mardi Gras (“Mardi Gras”) to be held on Sunday, January 29, 2017, in Downtown North Miami from NE 6th Avenue to NE 12th Avenue, along NE 125th Street. This Sponsorship Agreement (the “Agreement”) shall commence as of the last date signed below (the “Effective Date”) and shall continue for one (1) calendar year, unless otherwise terminated pursuant to the terms hereof. In consideration of the terms outlined herein, the parties agree as follows:

- I. Payments. The City commits to sponsor Mardi Gras in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). City will pay Organizer directly for any and all services performed by Organizer. All other vendors or subcontractors will also be paid directly by the City upon presentation of a reimbursement package from Organizer substantiating all reimbursable expenses. Sponsor will endeavor to make all payments within seventy-two (72) hours of receipt of proper payment documentation.

- II. Revenue Sharing. “Revenue” shall be defined as any cash sponsorships received by the Organizer. The City and Organizer agree to share all Revenue generated by Mardi Gras with twenty (20%) of all cash sponsorships being immediately disbursed to the City. In addition, all Revenue minus actual expenses shall be shared equally between the City and the Organizer.

- III. Organizer’s Obligations:
 - A. Organizer has represented to the City that he has the expertise and wherewithal to successfully organize and execute a signature event in the heart of the City of North Miami. Organizer has presented a budget attached here as Exhibit “A”, which he believes will cover all aspects of a successful event. Organizer understands and agrees that the City’s maximum contribution to Mardi Gras shall be as stated in Paragraph I above. In the event Mardi Gras’ actual budget exceeds Organizer’s projected budget,

Organizer is obligated to take whatever means necessary to meet the short fall. Under no circumstances will it be the City's obligation to cover any shortfalls.

- B. Organizer is required to obtain all federal, state, and local permits required for the event including all necessary permits from the Florida Department of Transportation for the closing of 125th Street on the day of Mardi Gras.
- C. Within thirty (30) days of the event date, Organizer shall provide City with a full accounting of all cash sponsorships received and expenses incurred in producing Mardi Gras. Organizer shall provide the City's portion of the revenue generated, as defined in paragraph II, within sixty (60) days of Mardi Gras.

IV. Terms and Conditions: Sponsor's involvement with Mardi Gras shall be governed by the "Terms and Conditions," attached hereto and made a part hereof.

A. No Joint Venture. This Agreement does not authorize Organizer to do business under the name of "City of North Miami" or any name similar thereto, or to enter into any contracts or agreements of any type in the name of, or on behalf of the City. 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.

B. Other Provisions:

1. Confidentiality. In accordance with Chapter 119, Florida Statutes, as may be amended from time to time, and 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. The Parties agree 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) the Parties shall be entitled to make disclosures to the extent required by law or appropriate court order. Notwithstanding the foregoing, either Party may make incidental reference to the fact that it has entered into this Agreement to the limited extent necessary to activate the benefits conferred herein.

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

3. Loss/Theft. The Parties are each solely responsible for the security of all goods, property, equipment, materials, product or any other items that it or its contractors, agents, or other representatives bring to Mardi Gras. Neither Party shall have any obligation or liability whatsoever for any loss, misplacement or theft of each other's Property unless such loss, misplacement or theft unless directly arises from the other Party's willful misconduct.

4. 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.

5. Use and Sale of Alcohol. Organizer shall comply with all applicable federal, state and local laws, rules, regulations and ordinances and all governmental requirements regarding the use and sale of alcohol during Mardi Gras.

6. 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. The Parties acknowledges that no branding or benefits relating to Mardi Gras shall be made available to any entity other than Organizer and Sponsor, except upon each Parties' advance written approval.

7. Indemnification. Organizer shall indemnify, defend and hold harmless the City and its 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 Organizer of any term or provision of this Agreement; or (2) any negligent acts or willful misconduct of Organizer, its employees, agents, representatives, contractors, or subcontractors;

8. 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.

9. 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
776 NE 125th Street
North Miami, FL 33161
Attn: Larry M. Spring, Jr., City Manager
Phone: 305-895-9888
E-mail: lspring@northmiamifl.gov

Notices to Organizer shall be sent to:

14215 Fahrenheit Music Festival, LLC
~~44955~~ South Biscayne River Drive
Miami, FL 33161
Attn: Rulx Ringo Cayard
Phone: 786-285-7887
E-mail: ringocayard@gmail.com

10. 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.

11. 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.

12. 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.

13. Insurance. Sponsor is self-insured 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), Florida Statutes (2016). Prior to the execution of this Agreement, Organizer is required to obtain insurance coverage and shall submit certificate(s) of insurance meeting or exceeding the required coverage and specifically providing that the City is an additional named insured. Such minimum insurance coverage amounts shall be set by the City Risk Manager to include, but not be limited to the following types of coverage: Commercial General Liability; Professional Liability (Errors and Omissions); Commercial Automobile Liability; and Worker's Compensation, as may be required by the State of Florida. Proof of insurance will be provided in the form acceptable to the City Risk Manager. Organizer shall guarantee that all required insurance coverage remain current and in effect throughout the term of this Agreement.

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

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

16. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

17. 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.

18. 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.

19. Authority. Sponsor and Organizer each represent and warrant that the Agreement has been duly authorized, executed and delivered by and on behalf of either Party and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by either Party'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 Party, (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.

20. 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.

21. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Organizer.

22. Organizer shall not subcontract, transfer, convey, or assign this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City Manager.

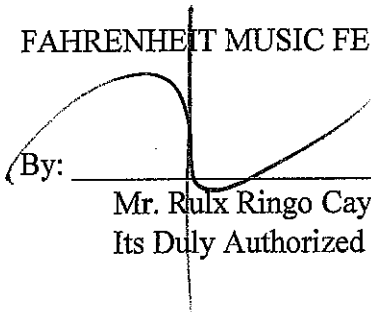
23. Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon Sponsor's liability as set forth in Chapter 768, Florida Statutes (2016). Additionally, Sponsor does not waive sovereign immunity, and no claim or award against Sponsor shall include attorney's fees, investigative costs or pre-judgment interest.

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

By signing below, each Party represents that they have 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:


FAHRENHEIT MUSIC FESTIVAL, LLC

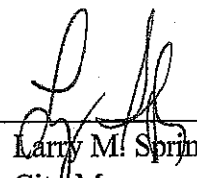
By:  Jan 10 2017
Mr. Rulx Ringo Cayard
Its Duly Authorized Representative

CITY OF NORTH MIAMI


Date: Jan 10 / 2017

ATTEST: City of North Miami,
a Florida municipal Corporation
"Sponsor":

By: 
Michael A. Etienne, Esq.
City Clerk

By:  1/9/17
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Jeff P. H. Cazeau, Esq.
City Attorney