

SPONSORSHIP AGREEMENT

Date: September 16, 2024 (the “**Effective Date**”)

<p>City of Doral “Sponsor”</p> <p>8401 NW 53rd Terrace</p> <p>Doral, FL 33166</p> <p>Attention: Rey Valdes, City Manager</p> <p>E-mail: rey.valdes@cityofdoral.com</p>	<p>Mall at Miami International, LLC, a Delaware limited liability company “Company”</p> <p>1455 NW 107th Ave.</p> <p>Doral, FL 33172</p> <p>Attention: Maria Prado</p> <p>E-mail: mprado@simon.com</p>
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1. **Overview.** Company is promoting and producing various activities and promotional items for the **Event** (as defined **Exhibit A**, which is attached to and hereby made part of this Agreement) to be held at the retail shopping center commonly known as Miami International Mall located at 1455 NW 107th Ave., Doral, FL 33172 (“**Participating Property**” or “**Property**”). Company grants to Sponsor the right to be a non-exclusive named sponsor of the Event and shall provide certain promotional services for the Sponsor in accordance with the details set forth in this Agreement and on **Exhibit A** attached to this Agreement (the “**Sponsorship Benefits**”). Company and Sponsor are each a “**Party**” and collectively the “**Parties**” to this Agreement.
“**Affiliate**” means any individual, partnership, corporation, limited liability company, or other entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with either Party. The term “**control**,” as used in the immediately preceding sentence, means, with respect to a corporation or limited liability company, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership trust or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity. The term Affiliate may also include a third-party partner, if any, of an Affiliate of Company in a joint venture that owns or operates (or both) of any Property referenced in this Agreement.

2. **Term.** The term of this Sponsorship Agreement (this “**Agreement**”) shall commence on the Effective Date and shall end on November 1, 2024 (the “**Term**”).

3. **Sponsorship Fee and Benefits.** In exchange for the Sponsorship Benefits for the Event provided by Company to Sponsor, Sponsor shall pay to Company a fee in the amount of \$10,000 (the “**Sponsorship Fee**”), payable in a single payment within thirty (30) days of receipt of Sponsor an invoice from Company for such Sponsorship Fee. Company agrees that the Sponsorship Fee to be paid by the Sponsor is to be allocated towards costs of entertainment for the Event. Company reserves the right to withhold any or all of the Sponsorship Benefits if Sponsor fails to pay the Sponsorship Fee.

4. **Terms and Conditions.** The following terms and conditions govern this Agreement:

a. Sponsorship Media; Sponsor Media Support. Company provides the Event within the Property and shall determine, in Company's sole discretion, all details concerning the Event, including, without limitation, the location, time, sponsors, and design of the Event. Sponsor will provide Company with Sponsor's name and logo to be included on Company's promotional materials (the "**Promotional Materials**") in connection with the Event. The medium of distribution, frequency of display, quantities, and placement of Sponsor's name and logo in the Promotional Materials (in each case as applicable) shall be as specified in **Exhibit A** or as otherwise determined and approved between the Parties. The Parties shall mutually agree to the form and substance of any public announcement regarding Sponsor's sponsorship of the Event or that otherwise contains the Marks (as defined in Section 4(b) below) prior to publication of any such public announcement.

b. Intellectual Property. Each Party ("**Licensor**") is, and shall remain, the owner of all rights Licensor has in all creative and copyrightable material created by Licensor, trademarks, service marks and other intellectual property provided to the other Party ("**Licensee**") by Licensor pursuant to this Agreement as they may exist or may at any time after the Effective Date be modified by Licensor (collectively, the "**Marks**"). Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, royalty-free license to use, reproduce, perform, and display Licensor's Marks as reasonably necessary for Licensee to perform Licensee's obligations under this Agreement. Notwithstanding the immediately preceding sentence, any use of any of Licensor's Marks by Licensee shall be subject to Licensor's prior written approval (which approval shall not be unreasonably withheld, conditioned, or delayed). All uses by Licensee of Licensor's Marks shall inure solely to the benefit of Licensor, who owns such Marks. All proprietary interest in all copyright or trademark protected works of Licensor from whom limited use rights are granted under this Agreement shall remain solely under the control of Licensor. Upon the expiration or earlier termination of this Agreement, all uses of Licensor's Marks by Licensee shall cease. Notwithstanding the immediately preceding sentence, Licensee shall have the right in perpetuity to (i) maintain posts on Licensee's website or social media accounts that were made during the Term and contain Licensor's Marks in the archival history of the websites and social media sites in which such posts were originally made by Licensee, and (ii) to maintain archival copies, which may be available to the public, on Licensor websites or other digital media, of Licensor's Marks in perpetuity for press releases or media alerts related to Sponsor's sponsorship of the Event approved between the Parties and published during the Term.

c. In-person Events. If Sponsor's Representatives (as defined in Section 4(f)) will be participating in-person at any Event as described in **Exhibit A** then the provisions of this Section 4(c) shall apply and Sponsor shall be responsible for ensuring that Sponsor's Representatives comply with this Agreement including, without limitation, the terms of this Section 4(c) while participating in any such Event. Sponsor's Representatives will follow any posted or Company-provided (or both) rules and regulations regarding the venue in which any Event is held (which may be a Property) and follow the reasonable instructions of Company and Event venue Representatives at all times while at any Event. Sponsor's Representatives shall be appropriately attired and conduct themselves in a reasonably professional manner at any Event or Company may exclude or remove any such Representative of Sponsor from any Event, in Company's sole discretion.

d. Content of Promotions. Any display, merchandise, signage, advertising, publications, creative work, or Sponsor's name and logo provided for the Promotional Materials ("**Sponsor Materials**") that Sponsor intends to display, provide, or sell at any Event or to be

displayed or provided by Sponsor as part of the Sponsorship Benefits must be reviewed and approved by Company in advance of display or distribution of any such materials either at an Event, otherwise within any Property, or otherwise as part of any printed or digital Sponsorship Benefits. Company may reject or remove any such Sponsor Materials that Company deems in any way actually or potentially offensive, violating of any third-party's rights under contract or at law or equity, or in any way inconsistent with the advertising standards of the Company, applicable Event-venue, or any Property including, without limitation, restrictions on advertising of alcohol, illegal drugs, and competitors of Company.

e. Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties and no Party will have the authority to bind the other Party in any respect. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel such Party supplies pursuant to this Agreement. Sales taxes, if any, will be the responsibility of the Party purchasing the applicable goods or services. Company, Company's Representatives, and any Event-venue shall not be liable to Sponsor or any of Sponsor's Representatives for, and Sponsor shall indemnify and hold harmless Company, Company's Representatives, and any Event venue against any damage or loss to personal property or bodily injury to Sponsor or any of Sponsor's Representatives sustained at or as a result of any Event, at any Property or Event venue, or otherwise in any way related to this Agreement, except if due solely to the gross negligence or willful misconduct of Company or a Company Representative.

f. INDEMNIFICATION.

To the extent permitted by applicable Florida law, each Party (an "**Indemnitor**") will indemnify, defend and hold the other Party, and the other Party's direct or indirect parent companies, owners, affiliates, subsidiaries or related companies, or the officers, directors, managers, members, employees, agents, attorneys, or contractors of any of the foregoing (each an "**Indemnitee**", and collectively, "**Indemnitees**") harmless from and against any and all third-party claims, demands, suits, liabilities, damages or expenses (including reasonable out-of-pocket attorneys' fees, expenses and court costs (collectively, "**Claims and Costs**")) arising out of or in connection with (A) a breach by an Indemnitor or its representations and warranties set forth herein, (B) any negligent or intentionally tortious acts or omissions of an Indemnitor or any of its direct or indirect parent companies, owners, affiliates, subsidiaries or related companies, or the officers, directors, managers, members, employees, agents, attorneys, or contractors of any of the foregoing, or (C) an Indemnitee's use of an Indemnitor's Marks as licensed pursuant to this Agreement.

Notwithstanding the foregoing, the Parties agree that the Indemnitor shall not be obligated to defend, indemnify, or hold harmless the Indemnitees from any Claims and Costs that arise out of the Indemnitees' fraud, negligence, willful or intentional misconduct, or breach of this Agreement. City and Company agree and it is expressly understood that the foregoing shall not constitute: (i) an agreement by City to indemnify the Company for death, personal injury or damage caused by the negligent or wrongful acts or omissions of the Company and/or arising from the actions of its employees; (ii) a waiver of sovereign immunity by City; (iii) a waiver of any right or defense that the City has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

EXCEPT FOR FRAUD OR WILLFUL OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY RIGHT OR REMEDY DOES OR IS ALLEGED TO FAIL OF ITS ESSENTIAL PURPOSE.

g. Insurance. Sponsor shall procure, pay for, and keep in effect the following policies of insurance, written with insurers reasonably satisfactory to Company and maintained in effect throughout the Term, which shall include the following: (a) a comprehensive or commercial general liability policy including contractual liability products/completed operation and broad form property damage coverage, affording protection on an occurrence basis for claims arising out of bodily injury, death, and property damage, including coverage for defects in design of any products designed or manufactured by Sponsor, and having limits of not less than: a combined single limit of \$2,000,000.00 per occurrence with a \$2,000,000.00 aggregate limit of liability; (b) Statutory Worker's Compensation Insurance meeting all state and local requirements of the state where the work is being performed; (c) Employers Liability in a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy aggregate; (e) Errors or Omissions or equivalent Professional Liability Insurance, for claims arising out of or connected with the services contemplated in this Agreement with minimum limits of \$2,000,000 each claim; if written on a claims-made basis, Sponsor shall maintain coverage for a period of three (3) years after termination of this Agreement and shall provide Company with evidence of such insurance on an annual basis throughout the three (3) year period. All insurance procured or maintained by Sponsor, with respect to this Agreement, shall be primary and have an A.M. Best rating of at least A- VIII. Any insurance covered by Company shall be considered excess and non-contributing. Sponsor shall cause Company and any of Company's Affiliates to be named as additional insureds on all insurance policies covering the scope of business provided for in this Agreement and shall provide a certificate showing the coverage to Company.

h. Non-Disparagement. Neither Party (each a "**Restricted Party**") shall make any statements that disparage or reflect unfavorably on the other Party, any Property, any Event, or any Event venue, and that Restricted Parties' Representatives will not commit any act which, in the other Parties' reasonable judgment, (i) brings other Party, any Property, any Event, or any Event venue into public disrepute, contempt, scandal, or ridicule, (ii) which insults or offends a substantial portion or identifiable group of the community, or (iii) which might tend to injure the success of the other Party, any Property, any Event, or any Event venue including, without limitation, disparaging the other Party, any Property, any Event, or any Event venue. Sponsor further agrees that Sponsor will not authorize or release advertising materials or publicity that are not otherwise authorized in this Agreement or give interviews that make reference to the details of this Agreement, Company, any Event, or any Event venue without the prior written approval of Company. In the event of a violation of this clause by a Restricted Party, in addition to and without prejudice to any and all other remedies available to the other Party in this Agreement or otherwise, the other Party shall have the right, in the other Party's sole discretion, to terminate this Agreement at any time. In the event of a violation of this Section 4(h) by either Party, in addition to and without prejudice to any and all other remedies available to either Party in this Agreement or otherwise, either Party shall have the right, in their sole discretion, to terminate this Agreement

at any time. The provisions of this Section shall apply during the term of this Agreement and for a period of six months after the expiration or early termination of this Agreement.

i. Confidentiality. Each Party (“**Receiving Party**”) agrees that, without the prior written consent of the other Party (“**Disclosing Party**”), Receiving Party shall not use for any purpose other than conducting the business activities expressly provided for in this Agreement or divulge to any third-party, except the Receiving Party's Representatives that need to know related to Receiving Party’s performance under this Agreement and have agreed to comply with confidentiality obligations not less protective than as provided in this Section 4(i), any Confidential Information of the Disclosing Party obtained from, through, or in connection with the performance of this Agreement, except for information (a) already known to or otherwise in the possession of the Receiving Party at the time of receipt from the Disclosing Party; (b) made generally available to the public (other than as a result of a disclosure by the Receiving Party); (c) rightfully obtained by the Receiving Party from any third-party without restriction and without breach of this Agreement by the Receiving Party; (d) disclosed by the Disclosing Party without restriction as confirmed in writing, (e) is required by law to be disclosed by the Receiving Party provided the Receiving Party promptly notifies the Disclosing Party in writing, to the extent legally permitted, of the necessity of such disclosure and cooperates with the Disclosing Party (at the Disclosing Party's expense) if Disclosing Party elects to pursue legal means to contest and avoid the disclosure; (f) disclosed by the Receiving Party pursuant to arbitration or other legal proceedings initiated by either Party to enforce this Agreement; or (g) disclosed to attorneys and similar outside advisors on a confidential basis subject to the other confidentiality provisions set forth in this Section 4(i). Receiving Party shall protect all such Confidential Information of the Disclosing Party using the same safeguards as Receiving Party customarily uses to protect Receiving Party’s own Confidential Information of a similar character. The obligations of each Party pursuant to this Section 4(i) shall survive for a three-year period following the early termination or expiration of this Agreement. As used in this Agreement, “**Confidential Information**” means the terms of this Agreement and all financial, technical, and other information provided by the Disclosing Party to the Receiving Party, which is marked as confidential (or, if delivered orally, which is identified as confidential at the time of disclosure), or given the circumstances a reasonable person would consider such information confidential in nature, including, but not limited to, any inventions, software, discoveries, developments, formulas, processes, methods, trade secrets, know-how, databases, or innovations and information which is used in the Disclosing Party's business and is proprietary to, about, or created by the Disclosing Party, including but not limited to, financial information, market information, sales information, customer information, personnel information, vendor information, and marketing strategies.

j. Approvals. Notwithstanding anything to the contrary contained in this Agreement, to the extent a Party has an approval or a consent right under this Agreement, such approval or consent must be made in writing to the other Party. Failure to approve or consent to a particular matter or submission sought by the other Party within five (5) Business Days shall be deemed to be a rejection of the particular matter or submission as to which approval or consent is sought. “**Business Days**” as used in this Section 4(j) and throughout this Agreement means Monday thru Friday, 9:00am to 5:00pm in the time zone applicable to New York City, New York at the relevant time, except legal public holidays established under United States law (i.e., 5 U.S.C. 6103 or its successor).

k. Assignment. This Agreement or any part of this Agreement may not be assigned or

transferred by either Party to any person, firm, corporation or partnership without the prior written consent of the other Party. Notwithstanding the immediately preceding sentence, (i) Company may assign this Agreement, or delegate all or certain of Company's rights and obligations, freely to any Affiliate, and (ii) Sponsor shall not unreasonably withhold or delay Sponsor's consent to an assignment of this Agreement by Company to any Affiliate of Sponsor so long as such Affiliate is not engaged in a business that is competitive with the business of Sponsor or Sponsor's Affiliates.

l. Successors and Assigns. All of the terms of this Agreement will apply to, be binding upon and inure to the benefit of the Parties, their respective successors, proper assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

m. Governing Law; Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of Florida which are, from time to time, in effect and without regard to its conflict of law provisions. The Parties specifically, knowingly and voluntarily agree that they shall use final and binding arbitration to resolve any dispute (an "Arbitrable Dispute") between them relating in any manner to this Agreement. Any Arbitrable Dispute shall be submitted for confidential binding arbitration to the Judicial Arbitration and Mediation Services, Inc. ("JAMS") for resolution in a confidential private arbitration in accordance with the streamlined rules and procedures of JAMS. Any such arbitration proceeding shall take place in the State of Florida before a single arbitrator (rather than a panel of arbitrators) with substantial experience in contract law and shall remain confidential. The parties agree that the arbitrator shall award reasonable attorney's fees to the prevailing Party (as determined by the arbitrator) in such a dispute. Judgment upon the final award rendered by such arbitrator, after giving effect to the JAMS internal appeal process, may be entered in any state or US federal court having jurisdiction over the subject matter of this Agreement within the State of Florida. Except as specifically set forth otherwise in this clause, each Party shall bear its own legal fees and expenses with respect to the arbitration and any proceeding related thereto. The claiming Party shall initially bear all the expenses of JAMS and the arbitrators, provided the prevailing Party in any action shall be entitled to reimbursement of reasonable attorney's fees and expenses relating thereto, and the fees and expenses of JAMS and the arbitrators. The arbitrator(s) shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Florida. The award rendered by arbitration shall be final and binding upon the Parties.

n. Compliance with Laws. Each Party will be responsible for complying with all United States federal, state, municipal, or local governmental laws, rules, and regulations pertaining in any manner to such Party's products or services being provided or activities being conducted pursuant to this Agreement ("**Applicable Laws**"). It will be each Party's sole responsibility to obtain any such governmental approvals including, without limitation, any necessary permits or licenses required to perform such Party's obligations under this Agreement.

o. Force Majeure. If either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement ("**Delayed Party**") not due in whole or in part to Delayed Party's own negligence, willful misconduct, or lack of commercially reasonable diligence but due to an event out of the reasonable control of the Delayed Party including, without limitation, casualty, condemnation, strikes, lockouts, labor troubles, inability to procure material, failure of power, riots, insurrection, war, previously undiscovered environmental remediation work, pandemic, acts of God, restrictive Applicable Laws or orders

of a governmental authority under Applicable Law related to one of the events in this list (“**Force Majeure**”), Delayed Party shall promptly notify the other Party (“**Affected Party**”) of the reason for any such delay or hindrance and the period for the performance of any such act shall be extended for a period equivalent to the period such event of Force Majeure continues. The Delayed Party shall use commercially reasonable efforts to resume or complete performance of any act required under this Agreement that is delayed by an event of Force Majeure promptly upon the cessation of such event of Force Majeure. Notwithstanding anything to the contrary in this Agreement, if any event of Force Majeure delays or will foreseeably delay the performance of any material obligation under the Agreement (in the Affected Party’s reasonable discretion) for more than 30 days, then the Affected Party may terminate this Agreement immediately upon written notice to the Delayed Party.

p. Cancellation. In the event that Company cancels an Event (which Company hereby reserves the right to do) during the Term for any reason other than early termination of the Term due to Sponsor’s breach of this Agreement, Company shall refund to Sponsor any portion of the Sponsorship Fee that has been paid with respect to the cancelled portion of such cancelled Event, but such refund shall be reduced on a reasonable pro-rata basis if Sponsor received some or all of the Sponsorship Benefits prior to the cancellation of such Event.

q. Substitute Entitlements. Notwithstanding anything contained in this Agreement to the contrary, Company shall have the right to substitute comparable entitlements (each a “**Substitute Entitlement**”) if Company is unable to deliver any of the Sponsorship Benefits, including, without limitation, by reason of any Event being postponed, delayed, cancelled or changed for any reason as long as the Sponsor is given the opportunity to approve any Substitute Entitlement prior to such Substitute Entitlement being provided by Company (which approval shall not be unreasonably withheld, conditioned, or delayed). Notwithstanding anything contained in this Agreement to the contrary, if Company fails to deliver any of the Sponsorship Benefits and the Parties are unable to agree upon Substitute Entitlements after good faith negotiations, Company’s liability for such failure shall not exceed a pro-rata portion of the Sponsorship Fee representing the value of such undelivered Sponsorship Benefit(s).

r. Notices. All notices, requests, demands and other communications under this Agreement will be in writing and shall be sent by parcel delivery service with tracking of shipment, by certified mail, return receipt requested, with a copy of each such notice sent by electronic mail transmission, to the Party to whom such notice or communication is directed, to the mailing address(es) first set forth above and any e-mail address provided above. All notices delivered by parcel delivery shall be deemed effective upon receipt; all notices mailed certified mail, return receipt requested, shall be deemed effective three (3) days following the mailing date unless the intended recipient can reasonably demonstrate such notice was not delivered; and all notices delivered by electronic mail transmission shall be deemed effective the day the Party sending such notice has received an e-mail or otherwise written confirmation from the other Party of receipt of such e-mail notice. Where written approval is required pursuant to this Agreement, such approval may be requested and granted (or rejected) via e-mail by a designated Representative of each Party.

s. Entire Agreement and Modification. The Agreement contains the entire agreement between the Parties relating to the subject matter contained in this Agreement and all prior agreements relative to such subject matter which are not contained in this Agreement are rendered void and of no force and effect. This Agreement may not be amended, revised, or

terminated orally, but only by a written instrument executed by both Parties.

t. Representations and Warranties. Each Party represents, warrants, and covenants to the other Party as follows:

i. Such Party has the full right and legal authority to enter into and fully perform this Agreement, in accordance with the terms of this Agreement;

ii. This Agreement, when executed and delivered by such Party, will be a legal, valid and binding obligation enforceable against such Party, in accordance with the terms of this Agreement, except to the extent that enforcement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally;

iii. In performing such Party's obligations under this Agreement, such Party will comply with all Applicable Laws;

iv. The execution and delivery of this Agreement has been duly authorized by such Party, and such execution and delivery and the performance by the person executing hereon does not and will not violate or cause a breach of any other agreement or obligation to which such Party may be a party or by which either Party may be bound, and no approval or other action by any governmental authority or agency is required in connection with the execution of this Agreement; and

v. In addition to being true as of the Effective Date, each of the representations, warranties, and covenants contained in this Section 4(t) will continue to be true at all times during the Term of this Agreement. Each of the representations, warranties, and covenants in this Section 4(t) will be deemed to be material and deemed to have been relied upon by the other Party, notwithstanding any investigation made by such other Party. If any material representation or warranty made in this Agreement by a Party fails to be materially correct and accurate, then this Agreement will be deemed to be terminated as of the date such representation or warranty ceased to be correct and accurate.

u. Termination. Either Party will have the right to terminate this Agreement in accordance with the following: (i) if the other Party commits a breach that can be cured, then the non-breaching Party can request in writing that the breach be cured in ten (10) days from the date of such notice, and if the breach is not rectified within that time, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party; (ii) if the other Party commits a breach that cannot be cured, the non-breaching Party may terminate the Agreement by giving two (2) Business Days' prior written notice of non-breaching Party's intention to terminate; or (iii) if either Party goes into liquidation, bankruptcy, is or will be wound up (cease doing business) or otherwise dissolved (except for the purpose of immediate reconstruction or amalgamation), or is placed in receivership or otherwise put under the control of a creditor, the other Party may terminate this Agreement by giving two (2) Business Days' prior written notice of other Party's intention to terminate.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement. Each party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

6. Interpretation. The Parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement and have involved counsel of their choosing. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship or such party being deemed the “drafter” of any provisions of this Agreement.
7. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, that decision shall not affect the validity of the remaining portions, which shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated, the intent of the Parties being that they would have executed the remaining portion of this Agreement without including any part or portion that may for any reason be declared invalid. Notwithstanding the immediately preceding sentence, the provisions of this paragraph of the Agreement shall not be applied if the effect would be to defeat the material economic purposes of this Agreement.
8. Survival. Notwithstanding anything to the contrary in this Agreement, the rights and obligations contained in Sections 4(i)(Confidentiality), 4(b)(Intellectual Property), 4(m)(Governing Law; Dispute Resolution), 4(f) (Indemnification), 4(r) Notices, 6 (Interpretation), 7(Severability), and any other provisions of this Agreement that expressly or should reasonably, due to their nature, survive expiration or termination of the Term shall survive the expiration or termination of the Term and continue for a period of 3 years after such expiration or termination of the Term or for the period expressly set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

AGREED and ACCEPTED as of the Effective Date.

SPONSOR:

City of Doral

By: 

Name: Rey Valdes

Title: City Manager

COMPANY:

Mall at Miami International, LLC, a Delaware limited liability company.

By: 

Name: Maria M. Prado.

Title: General Manager.

EXHIBIT A

1. Description of Event:

The Event is the Company's production of the 2024 Hispanic Heritage Celebration event occurring every Saturday between September 28, 2024 (the "Event"). The Event is located in the approximate location within the Property as depicted on Exhibit 1-A.

The Event program has the following features:

(a) Date; Hours; Relocation. The Event will be held on September 29, 2024. The Event will be held during the following hours: 1:00pm to 6:00pm. Company reserves the right to relocate the Event in Company's sole discretion to a space within any Property reasonably equivalent to the space where the Event was previously located at any time, at Company's cost. The Term of this Agreement shall automatically be extended for any time during the relocation of the Event (if any) in which none of the Promotional Materials are displayed.

(b) Maintenance. Company shall present the Event in a manner consistent with the standards established for the other common areas at any Property.

2. Sponsorship Benefits:

Sponsor shall receive display of Promotional Materials on the following advertising media ("**Advertising Media**") during the times indicated below (the locations of such advertising media within any Property or in or near the Event shall be determined by Company):

- (i) Company Logo on Event Materials
- (ii) Display of advertising on two (2) advertisement panels at Property from the Effective Date until November 1, 2024. First time production costs will be the responsibility of Company. Costs of any subsequent creative changes are City's responsibility. Artwork must be approved by Company.

3. Creative Elements; Structural Determinations:

Sponsor expressly acknowledges that Company reserves and shall have the sole right of decision and determination with respect to design, and creative and branding elements for the Event including, but not limited, to the design and configuration of all Promotional Material, furniture, fixtures, and equipment, engineering and structural components, and any other advertisements within the Event or anywhere in any Property and any other sponsor designations for the Event.

4. Designated Representatives:

Company shall designate a Company Representative (the "**Company Designated Representative**") who shall be the contact person for Representatives of Sponsor with respect to the implementation and ongoing operation of this Agreement, the Events (if any), and the Event at any Property. Sponsor shall designate at least one Representative of

Sponsor to be dedicated to matters related to and arising from this Agreement (“**Sponsor Designated Representative**”). The Parties shall arrange for initial and periodic face-to-face or telephonic meetings between the Sponsor Designated Representative and the Company Designated Representative with respect to matters and issues arising from this Agreement.

[See attached **Exhibit 1-A**, **Site maps of Locations of the Event**]

RESOLUTION No. 22-188

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A PARTNERSHIP WITH MIAMI INTERNATIONAL MALL THROUGH THE SPONSORSHIP OF THEIR ANNUAL HISPANIC HERITAGE CELEBRATION IN THE AMOUNT OF \$10,000.00 ANNUALLY FOR A PERIOD OF ONE (1) YEAR WITH TWO (2) ONE-YEAR RENEWALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City has previously partnered with Miami International Mall for the Hispanic Heritage month celebration since 2005 and was most recently previously approved in 2018 (Res No.18-150); and

WHEREAS, The events and activities held by the mall include arts and crafts, folkloric and cultural dance performances, musical performances, food sampling and other giveaways; and

WHEREAS, the event sponsorship benefits are mutually beneficial and allow the City to promote services and programs provided and broaden our reach in the community and guests visiting the mall; and

WHEREAS, the City Manager's Office respectfully requests approval and authorization from the Mayor and City Councilmembers to approve a sponsorship/partnership (to be determined at a later date) with Miami International Mall through the Sponsorship of their annual Hispanic Heritage Celebration event in the amount of \$10,000.00 annually and authorizing the City Manager to execute the sponsorship agreement for a period of one (1) year with two (2) additional one (1) year renewals. Funding is available in the 001.90005.500490- other current charges- for FY 22-23.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Councilmembers approve a sponsorship/partnership (to be determined at a later date) with Miami International Mall through the Sponsorship of their annual Hispanic Heritage Celebration event in the amount of \$10,000.00 annually. The Mayor and City Councilmembers further authorize the City Manager to execute the sponsorship agreement for a period of one (1) year with two (2) additional one (1) year renewals.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 5 day of October, 2022.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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LUIS FIGUEREDO, ESQ.
CITY ATTORNEY