

EVENT SPONSORSHIP AGREEMENT

THIS Sponsorship Agreement ("Agreement") is made and entered into as of this 9th day of March 2022, by and between Agency 44 Partners, LLC on behalf of Univision (hereinafter referred to as the "Event Organizer"), and the City of Doral, a Florida municipal corporation (hereinafter referred to as the "CITY").

WITNESSETH

WHEREAS, the Event Organizer has received approval from the CITY to host the "Three Kings 5K" in Downtown Doral on March 20, 2022, from 8:00 a.m. to 11:00 a.m. in accordance with City Council Resolution Res. No. 22-~~30~~³⁶ at its meeting of March 9, 2022.

WHEREAS the purpose of the event is to promote health and wellness and to celebrate the long tradition of the "Tres Reyes Magos."

WHEREAS, the Event Organizer has requested that the City serve as a sponsor of the Three Kings 5K event.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

A. TERMS OF SPONSORSHIP

The Event Organizer and CITY agree, as a condition of entering into this Agreement, that the Event Organizer will hold the events described and incorporated into this Agreement as Exhibit "A", shall be included as part of the Agreement, effective with the Commencement Date.

B. TERM

The Special Event will take place on Sunday, March 20, 2022, from 8:00 a.m. to 11:00 a.m. Set up for event will begin Sunday, March 20, 2022 at 4:00 a.m.

C. USE OF PREMISES AND TERMS OF SPONSORSHIP

The City will provide: a total of \$18,870.27 for the agreed upon event which may be utilized to pay for Police, Parks and Public works services.

D. MARKETING

The City's logo may be used by the Event Organizer with the written permission of the City Manager or his/her designee ("Manager"). If permission is granted, all materials must be reviewed and approved in writing by the

Manager. It is understood and agreed that CITY has permission to use the Event Organizer's logo on printed material, press releases, and all other marketing materials

When using the Park, the Event Organizer shall remove all refuse or debris generated by the Event Organizer's use(s) and shall repair all damage to the Park caused by a direct result of the Event Organizer's activities. During the Event Organizer's use of the Park, the Event Organizer agrees to comply with all applicable rules, laws and regulations of the City, County, State, and/or Federal Government.

E. MAINTENANCE

The Event Organizer shall remove all refuse or debris generated by its use(s) and shall repair all damage to the Park caused by the Event Organizer or its guests. During the use of the Park, the Event Organizer agrees to comply with all applicable rules, laws and regulations of the City, County, State, and/or Federal Government

F. NO ENDORSEMENT

By entering into this Agreement, the City is in no way endorsing the Event Organizer's organization, products, services or employees

G. RISK OF LOSS

In no event shall the City be liable, or responsible for injury, loss, or damage to the property, improvements, fixtures, and/or equipment belonging to, in the care of, or rented by the Event Organizer, its officers, agents, employees, invitees, or patrons, during the Event Organizer's use of the Park. In addition, the City will not be held liable for any act of negligence by any user of the Park, or any occupants, or any person whomsoever, whether such damage or injury results from conditions arising upon the area, or upon other portions of the area, or from other sources.

H. INDEMNIFICATION

The Event Organizer shall indemnify, defend and hold harmless the City, its elected officials, employees, agents and volunteers against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or

liabilities by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this Agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Event Organizer, its employees, agents, vendors or sub-contractors.

The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that both parties shall be required to furnish the greatest level of indemnification to the indemnitees as was intended by the parties hereto.

I. INSURANCE

- a. **General Liability Insurance:** The Event Organizer, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage in an amount of not less than One Million Dollars (\$1,000,000) per occurrence. The CITY shall be named as an additional insured and Event Organizer shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions.
- B. **Automobile Liability Insurance:** The Event Organizer shall maintain One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

J. HAZARDOUS MATERIALS

The Event Organizer shall not use, maintain, permit or allow the use of any Hazardous Materials, including the treatment, storage, or disposal, on the Park, any part thereof, or immediately surrounding or through any access easement or path to the Park, without the prior written consent of City. "Hazardous Materials" shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (x) cause or significantly contribute to an increase in mortality or in serious illness, or (y) pose the risk of a substantial present or potential hazard to human health, to

the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable Laws (collectively "Environmental Laws"). The Event Organizer shall immediately notify City of the presence or suspected presence of any Hazardous Materials, on or about the Park and shall deliver to CITY any notice received relating thereto.

K. ASSIGNMENT

Except as otherwise provided, the Event Organizer shall not assign, transfer, or otherwise dispose of this Agreement for the term hereof, or permit the said Park to be occupied by other persons, firms, corporations, or governmental units during the other party's mutually agreed upon and previously scheduled use.

Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

L. TERMINATION

This Agreement may be terminated immediately, for cause, by City upon written notice to the Event Organizer.

M. ATTORNEYS' FEES AND WAIVER OF JURY TRIAL

In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

N. NOTICES/AUTHORIZED REPRESENTATIVES

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, electronic mail, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Hernan Organvidez
Acting City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo ESQ.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Event Organizer: Agency 44 Partners, LLC
on behalf of Univision
8478 NW 7 Street
Coral Springs, FL 33071

With a Copy to: Ana Perez
8551 NW 30 Terrace
Doral, FL 33122

O. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

P. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as

this document. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Q. INDEPENDENT CONTRACTOR

The parties and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

R. COMPLIANCE WITH LAWS

The parties shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to this Agreement.

S. WAIVER

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

IN WITNESS WHEREOF, the City and the Event Organizer have caused this Event Sponsorship Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY OF DORAL, FLORIDA

Agency 44 Partners, LLC on behalf
of Univision

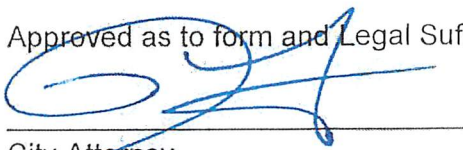


Hernan Organvidez
Acting City Manager



Name: Zoltan Polgar
Title: VP/ Partner

Approved as to form and Legal Sufficiency:



City Attorney

EXHIBIT A

RESOLUTION No. 22-36

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A SPECIAL EVENT PERMIT REQUESTED BY AGENCY 44 PARTNERS, LLC ON BEHALF OF UNIVISION TO HOST THE “2022 THREE KINGS 5K” AT DOWNTOWN DORAL, ON SUNDAY, MARCH 20, 2022, FROM 8:00 AM TO 11:00 AM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Agency 44 Partners, LLC on behalf of Univision (the “Applicant”) seeks approval from the City of Doral of a special event permit to host the “2022 Three Kings 5K” at Downtown Doral; and

WHEREAS, Three Kings 5K is a national race inspired by the “Desfile de los Tres Reyes Magos” (Three Kings Day Parade), an annual Hispanic tradition that dates back more than 50 years; and

WHEREAS, the Applicant has requested that the City co-sponsor the “2022 Three Kings 5K” and contribute a total of \$18,870.27 which are the projected costs of the services to be provided by the City; and

WHEREAS, the Applicant further seeks authorization from the City to use the city logo; and

WHEREAS, staff recommends that the Mayor and City Council approve the proposed special event permit to host the “2022 Three Kings 5K,” Sunday, March 20, 2022, at Downtown Doral from 8:00 a.m. to 11:00 a.m.

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

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

Section 2. Approval. The special event permit for the “2022 Three Kings 5K” is hereby approved subject to the following conditions:

1. The Applicant shall secure all necessary and required building, electrical, plumbing, or other permits, and shall immediately furnish proof of such permits upon request from the city.
2. Applicant shall be required to have all inspections and approvals prior to the event date.
3. Sanitary facilities shall be provided by the Applicant and shall be of the type and in a sufficient number as to meet the requirements established by the Building Department.
4. The Applicant is responsible for providing adequate security at the special event. The police department may require the Applicant to provide and pay for security personnel for crowd control and traffic direction purposes. The county fire rescue department may require the Applicant to provide and pay for fire watch personnel.
5. Applicant shall comply with comments made by the City of Doral Police Department and pay all applicable fees no later than 14 days in advance of the event.
6. Applicant shall comply with comments made by the City of Doral Parks and Recreation Department and pay all applicable fees no later than 14 days in advance of the event.
7. Applicant shall provide to the City of Doral an acceptable certificate of insurance naming the city as an additional insured four weeks prior to the event date.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Mariaca 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 9 day of March, 2022.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY