

SPONSORSHIP AGREEMENT

Date: September 30, 2023 (the “**Effective Date**”)

City of Doral Attn: Barbie Hernandez 8300 NW 53 rd Street Doral, FL 33166	Mall at Miami International, LLC Attn: Mall Manager 1455 N.W. 107 th Avenue Miami, FL 33172
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1 Overview. Mall at Miami International, LLC (together with its subsidiaries, affiliates and designees, collectively “**Company**”) is producing the 2023 Hispanic Heritage Celebration event, taking place on September 30, 2023 from 1:00 pm – 6:00 pm, at Company’s Miami International Mall located at Company’s address above (the “**Event**”). The City of Doral, Florida (“**City**”), has agreed to sponsor the Event. Company and City are each a “**Party**” and collectively the “**Parties**” to this Agreement. Company grants to the City the right to be a named sponsor of the Event and shall provide certain promotional services for the City in accordance with the details set forth herein (the “**Sponsorship Benefits**”).

2 Term. The term of this Sponsorship Agreement (this “**Agreement**”) shall commence on the Effective Date and shall end on November 1, 2023 (the “**Term**”).

3 Sponsorship Benefits. Company will provide the following Sponsorship Benefits to City:

a. Logo inclusion on Event materials.

b. Display of advertising on two (2) ad panels at Miami International Mall from the Effective Date until November 1, 2023. 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.

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

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

a. **Event and Event Media; Sponsor Media Support.** Company is the producer of the Event and shall determine, in its sole discretion, all details concerning the Event, including, without limitation, the location, time, sponsors and design of the Event. City will provide Company with its name and/or 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 City’s name and/or logo in the Promotional Materials (in each case as applicable) shall be determined by Company.

b. **Trademarks.** 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 hereafter be modified by Licensor (collectively, the “**Marks**”). Licensor hereby grants to Licensee a limited, non-exclusive, nontransferable, 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 shall cease. Notwithstanding the immediately preceding sentence, Licensee shall have the right in perpetuity to maintain posts on Licensee’s social media accounts that were made during the Term and contain Licensor’s Marks in the archival history of the social media sites in which such posts were originally made by Licensee, and the right to maintain archival copies, which may be available to the public, in other digital media of Licensor’s Marks in perpetuity for press releases and/or media alerts related to City’s sponsorship of the Event made during the Term.

c. Relationship of the Parties. The Parties are acting herein as independent contractors. Nothing herein contained 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. Neither Company, the Event venue owner or operator, nor any of their respective 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 will be responsible for any items, materials or vehicles brought to the Event venue by City, any parties engaged by City, or any of their respective employees, agents, contractors, representatives or volunteers.

d. 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, WILLFUL OR INTENTIONAL MISCONDUCT, OR GROSS NEGLIGENCE, 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.

e. 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

f. Assignment. This Agreement or any part hereof 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, and/or delegate all or certain of Company's rights and obligations, to a parent, subsidiary or affiliate, and (ii) Company shall not unreasonably withhold or delay Company's consent to an assignment of this Agreement by City to any parent, subsidiary, or affiliate of City so long as such parent, subsidiary, or affiliate is not engaged in a business that is competitive with the business of Company or Company's affiliates.

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

h. Applicable 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.

i. Compliance with Laws. Each Party will be responsible for complying with all governmental regulations pertaining in any manner to such Party's products or services being provided or activities being conducted pursuant to this Agreement. It will be each Party's sole responsibility to obtain any such governmental approvals required to perform such Party's obligations under this Agreement.

j. Force Majeure. The failure of either Party hereto to comply with the terms and conditions of this Agreement due to an act of God, pandemic, epidemics, strike, labor troubles, war, fire, earthquake, act of terror or public enemies, action of federal, state, or local governmental authorities, or for any reason beyond the reasonable control of such party ("**Force Majeure**"), will not be deemed a breach of this Agreement. In the event a Party's performance under this Agreement is delayed by an event of Force Majeure ("**Affected Party**"), the Affected Party shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

k. Cancellation. In the event that Company cancels the Event after execution of this Agreement for any reason other than City's breach of this Agreement, Company shall return to City any portion of the Sponsorship Fee that has been paid with respect to the cancelled Event, but reduced on a reasonable pro-rata basis if City received some or all of the rights and/or deliverables afforded to City pursuant to the Sponsorship Benefits prior to the cancellation of the Event.

l. 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 the Event being postponed, delayed, cancelled or changed for any reason as long as City is given the opportunity to approve any Substitute Entitlement by (which approval shall not be unreasonably withheld, conditioned, or delayed). Notwithstanding anything contained herein to the contrary, if: (i) Company fails to deliver some of the Sponsorship Benefits and the Parties are unable to agree upon Substitute Entitlements after good faith negotiations, Company's liability shall not exceed a pro-rata portion of the Sponsorship Fee; (ii) Company fails to deliver all of the Sponsorship Benefits by reason of the Event being cancelled and the Parties are unable to agree upon Substitute Entitlements after good faith negotiations, Company's liability shall not exceed the full amount of the Sponsorship Fee.

m. 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, or transmitted by electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the mailing address first set forth above or the e-mail address first set forth below. 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 such notice is sent electronically; provided, that the sender has received a confirmation of such electronic transmission. All notices to Company shall be sent to the attention of Mikael Thygesen, CMO via email to mthygese@simon.com with a copy to mesparza@simon.com. Where written approval is required hereunder, such approval may be requested and granted (or rejected) via e-mail by a designated representative of each Party. All notices to the City shall be sent to the following addresses:

For the City:

Barbara Hernandez
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to:

City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

n. Entire Agreement and Modification. The Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised, or terminated orally, but only by a written instrument executed by both Parties hereto.

o. Representations and Warranties. Each Party hereto 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 hereunder, such Party will comply with all applicable laws, rules and regulations.
- 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.
- v. In addition to being true as of the Effective Date, each of the foregoing representations, warranties and covenants will be true at all times during the Term of this Agreement. Each of such representations, warranties, and covenants 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 herein by such 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.

p. 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, is wound up, dissolved (except for the purpose of reconstruction or amalgamation), enters into a scheme of arrangement or is placed under official management or in receivership, the other Party may terminate this Agreement by giving two (2) business days' prior written notice of other Party's intention to terminate.

q. 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.

r. Interpretation. The Parties hereto 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 of any provisions of this Agreement.

[Signature page follows]

AGREED and ACCEPTED as of the date first above written.

CITY:

City of Doral

By: B.H. 9/27/2023

Name: Barbara Hernandez

Title: City Manager


COMPANY:

MALL AT MIAMI INTERNATIONAL, LLC,
a Delaware limited liability company

By: WEST DADE COUNTY ASSOCIATES,
a Florida general partnership, its sole member

By: SIMON PROPERTY GROUP, L.P.,
a Delaware limited
partnership, its managing
partner

By: SIMON PROPERTY GROUP,
INC., a Delaware corporation, its
general partner

By:  EB6B929A4928404...

Name: Maria Prado

Title: General Manager

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

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY