#### ADDENDUM TO SPONSORSHIP AGREEMENT

The following is an addendum ("Addendum") to Sponsorship Agreement ("Agreement") between **City of Doral**("Sponsee") and **University of Miami** ("Sponsor"). This Addendum shall become effective on the date the last Party signs below (the "Effective Date").

To the extent that the provisions of this Addendum conflict with the contents of the Agreement the provisions herein shall govern. It is specifically intended by the parties that the Addendum modify or alter the Agreement as set forth herein:

**1.** The below language shall be added to the Agreement as of the Effective Date:

Indemnification. Sponsee shall indemnify, defend, and hold harmless

University, its officers, trustees, employees, agents, representatives, consultants, faculty, staff and contractors ("Indemnitees") from and against any and all loss, costs, penalties, fines, damages, claims, causes of action, expenses (including attorney's fees through the appellate level) or liabilities ("Losses") arising out of, resulting from, or in connection with: (1) the event(s) and its/their promotion; (2) the acts or omissions of the Sponsee or any of its agents; (3) Sponsee's breach of contract; (4) Sponsee's violation of applicable law; or (5) the infringement of any third party patent, copyright, trademark, trade secret or any other intellectual property rights. Similarly, the Sponsor shall indemnify, defend, and hold harmless

the City, its officers, trustees, employees, agents, representatives, consultants, faculty, staff and contractors from and against any and all loss, costs, penalties, fines, damages, claims, causes of action, expenses (including attorney's fees through the appellate level) or liabilities ("Losses") arising out of, resulting from, or in connection with: (1) the event(s) and its/their promotion; (2) the acts or omissions of the Sponsee or any of its agents; (3) Sponsee's breach of contract; (4) Sponsee's violation of applicable law; or (5) the infringement of any third party patent, copyright, trademark, trade secret or any other intellectual property rights.

**Governing Law.** This Agreement shall be governed by the laws of the State of Florida, in the United States. Any disputes with respect to the subject matter hereof shall be subject to the exclusive jurisdiction of the state and federal courts residing in Miami-Dade County, Florida.

**Compliance with Laws.** The Sponsee shall comply with all laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

**Assignment.** Sponsee shall not assign the Agreement or its rights thereunder, in whole or in part, without prior written consent from an authorized representative of Sponsor.

**Morals**. If at any time, in the opinion of Sponsor, Sponsee or its agents become the subject of public disrepute, contempt, or scandal that affects Sponsee's image or goodwill, then Sponsor may, upon written notice to Sponsee, immediately suspend or terminate this Agreement, in addition to any other rights and remedies that Sponsor may have hereunder or at law or in equity.

**Warranty.** Sponsee warrants that: (i) Sponsee has all relevant rights and the ability to enter into this Agreement; (ii) Sponsee owns or has the exclusive right to license the intellectual property rights and that the Sponsor can use them without fear of infringing third party rights; and (iii) Sponsee has not entered into conflicting agreements with third parties.

**Postponement.** If Sponsee intends to cancel or postpone an event, it must notify Sponsor in writing and Sponsor shall be entitled to:

(ii) to apply the sponsorship fees paid to another event offered by Sponsee to the Sponsor, provided that the date of such new event is less than 12 months from the date of the original event.

**Force Majeure**. Each party's obligations under this Agreement may be excused if a force majeure event takes place, such as a fire or other casualty natural disasters or terrorism during the duration of such condition and to the extent the affected party has made reasonable efforts to mitigate any delay in performance.

**Limitation of Liability.** SPONSOR SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, RESULTING ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Addendum to be executed as of the Effective Date.

#### **UNIVERSITY OF MIAMI:**

By: Casey Sowers

Name: Casey Sowers

Title: Senior Contract Manager

Date: 9/17/2024

CITY OF DORAL:

By:	do	

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Rey Valdes

Title: City Manager

Date: 10/17/2024



# <u>UHealth Sponsorship Proposal</u>

#### **CONTACT INFORMATION:**

Company Name (as it should appear in advertising)	University of Miami Health System
	<sub>Email</sub> milenis@miami.edu
Mailing Address 1120 NW 14th Street, S	Suite 360, Miami, FL 33136
Company Social Media Handles: @umiamihe	

## AGREED EVENTS INCLUDED IN NAMING RIGHTS AGREEMENT: \*ONSITE ACTIVATION\*

- Hispanic Heritage Celebration at the Park (September 13<sup>th</sup>) Downtown Doral Park
- Trunk-or-Treat and Movie Night (October 26<sup>th</sup>) Downtown Doral Park
- Holiday Bazaar (December 7<sup>th</sup>) Downtown Doral Park
- MISO at the Park (December 14<sup>th</sup>) Downtown Doral Park

## **PROPOSED LIST OF ADDITIONAL EVENTS:**

-	Independence Day Celebration (July 4 <sup>th</sup> ) Trump National Doral	Level I (\$7,000)
-	National Night Out & Back to School Event (Augu Doral Legacy Park	ust 6 <sup>th</sup> ) Presenting Value (\$5,000)
-	Doral 5K Walk/Run (September 28 <sup>th</sup> ) Doral Meadow Park	Presenting Value (\$8,000)
-	State of the City (October 10 <sup>th</sup> )	Level 2 (\$3,000)
-	Parks & Tree Lighting Ceremony (December 6 <sup>th</sup> ) Downtown Doral Park	Level 1(\$3,500)
-	Holiday Celebration at the Park (December 13 <sup>th</sup> ) Doral Meadow Park	Presenting Value (\$8,000)
-	Menorah Lighting (December 26 <sup>th</sup> )	100 decorated cookies
	Downtown Doral Park	
-	3 Holiday Displays Downtown Doral Park	2023 pricing subject to change (\$22,140)

## Total Sponsorship Cost: \$56,640



## SPONSORSHIP BENEFITS PER EVENT:

#### **INDEPENDENCE DAY CELEBRATION - LEVEL 1 SPONSOR \$7,000** Logo use on all promotional materials (print & Onsite presence for sampling & advertising . 10x10 Tent provided by the City of Doral social) Table & two (2) chairs provided by the City of Doral Access to preferred parking day of event Onsite marketing rights with banners Public recognition at the event (Banners must be provided by Sponsor. Max size 3x10)

NNO & BACK TO SCHOOL - PRESENTING SPONSOR \$5,000		
<ul> <li>Naming Rights to the Event</li> <li>Onsite presence for sampling &amp; advertising</li> <li>10x10 Tent provided by the City of Doral</li> <li>Table &amp; two (2) chairs provided by the City of Doral</li> <li>Onsite marketing rights with banners</li></ul>	<ul> <li>Feature in Event Recap Video</li></ul>	
( <i>Banners must be provided by Sponsor. Max size 3x10</i> ) <li>Access to preferred parking day of event</li>	(presenting sponsor soundbite to be included) <li>Logo use on all promotional materials (print &amp; social)</li> <li>Logo use on event flyer</li> <li>Public recognition at the event</li>	

HISPANIC HERITAGE CELEBRATION AT THE PARK (Included in Naming Rights		
Agreement)		
<ul> <li>Onsite presence for sampling &amp; advertising</li> <li>10x10 Tent provided by the City of Doral</li> <li>Table &amp; two (2) chairs provided by the City of Doral</li> <li>Sponsor mention on social media</li> </ul>	<ul> <li>Logo use on all promotional materials (print &amp; social)</li> <li>Access to preferred parking day of event</li> <li>Public recognition at the event</li> </ul>	

DORAL 5K - PRESENTING SPONSOR \$8,000		
<ul> <li>Naming Rights to the Event</li> <li>Onsite presence for sampling &amp; advertising</li> <li>10x10 Tent provided by the City of Doral</li> <li>Table &amp; two (2) chairs provided by the City of Doral</li> <li>Onsite marketing rights with banners</li></ul>	<ul> <li>Feature in Event Recap Video</li></ul>	
( <i>Banners must be provided by Sponsor. Max size 3x10</i> )	(presenting sponsor soundbite to be included) <li>Logo use on all promotional materials (print &amp; social)</li> <li>Logo use on event flyer</li> <li>Access to preferred parking day of event</li> <li>Public recognition at the event</li>	

TRUNK-OR-TREAT & MOVIE NIGHT (Included in Naming Rights Agreement)		
<ul> <li>Onsite presence for sampling &amp; advertising</li> <li>10x10 Tent provided by the City of Doral</li> <li>Table &amp; two (2) chairs provided by the City of Doral</li> <li>Sponsor mention on social media</li> </ul>	<ul> <li>Logo use on all promotional materials (print &amp; social)</li> <li>Access to preferred parking day of event</li> <li>Public recognition at the event</li> </ul>	



#### STATE OF THE CITY – LEVEL 2 SPONSOR \$3,000

- Logo use on event flyer
- Honorable sponsor mention on social media (post & story)
   \*Pre & post event using sponsor logo & social media handle
- Public recognition at the event

HOLIDAY BAZAAR (Included in Naming Rights Agreement)		
<ul> <li>Onsite presence for sampling &amp; advertising</li> <li>10x10 Tent provided by the City of Doral</li> <li>Table &amp; two (2) chairs provided by the City of Doral</li> <li>Sponsor mention on social media</li> </ul>	<ul> <li>Logo use on all promotional materials (print &amp; social)</li> <li>Access to preferred parking day of event</li> <li>Public recognition at the event</li> </ul>	

MISO AT THE PARK (Included in Naming Rights Agreement)		
<ul> <li>Onsite presence for sampling &amp; advertising</li> <li>10x10 Tent provided by the City of Doral</li> </ul>	<ul> <li>Logo use on all promotional materials (print &amp; cogial)</li> </ul>	
<ul> <li>Table &amp; two (2) chairs provided by the City of Doral</li> </ul>	<ul><li>social)</li><li>Access to preferred parking day of event</li></ul>	
<ul> <li>Sponsor mention on social media</li> </ul>	Public recognition at the event	

	PARK & TREE LIGHTING CEREMONY – LEVEL 1 SPONSOR \$3,500		
•	Onesite presence for sampling & advertising	•	Logo use on all promotional materials (print &
•	10x10 Tent provided by the City of Doral		social)
•	Table & two (2) chairs provided by the City of Doral	•	Access to preferred parking day of event
•	Onsite marketing rights with banners		Public recognition at the event
	(Banners must be provided by Sponsor. Max size 3x10)		

	HOLIDAY CELEBRATION AT THE PARK - PRESENTING SPONSOR \$8,000			
	Naming Rights to the Event Onsite presence for sampling & advertising 10x10 Tent provided by the City of Doral Table & two (2) chairs provided by the City of Doral Onsite marketing rights with banners	<ul> <li>Feature in Event Recap Video (presenting sponsor soundbite to be included)</li> <li>Logo use on all promotional materials (print &amp; social)</li> <li>Logo use on event flyer</li> <li>Dable</li> </ul>		
•	(Banners must be provided by Sponsor. Max size 3x10) Access to preferred parking day of event	<ul> <li>Public recognition at the event and option to speak before the contest begins.</li> </ul>		
HOLIDAY DISPLAYS – DOWNTOWN DORAL PARK				
<ul> <li>Holiday displays and signage up for the whole holiday season</li> <li>Public recognition</li> <li>Feature in Event Recap Video</li> </ul>				

(presenting sponsor soundbite to be included)



## TYPES OF PAYMENTS ACCEPTED:

#### For Cash Payments Select One:

Check (payable to The City of Doral) **OR** Credit Card (paid in person only)

## **ACCEPTANCE OF APPLICATION:**

I hereby agree to participate as the Presenting Sponsor of the <u>events listed on this proposal</u> and agree to abide by all rules and requests of the City of Doral Parks and Recreation Department.

Acceptance occurs only after a representative of the City of Doral countersigns this document and after payment or in-kind sponsorship has been acknowledged by the City of Doral.

The City reserves the right to decline any request for Sponsorship if acceptance is determined not to be in the best interest of or would create a conflict of interest for the City.

Nothing in the City's policy or sponsorship application is intended to convert City events into public forums of general speech and/ or public expression, except as provided by law. To the extent any City event, site, project, or program is designed for a specific purpose or public message, such event, site, project, or program shall remain a non-public forum subject to the City's exclusive use and control.

Sponsor Authorized Title Senior Contract Manager	Print Name
Signature Casey Sowers	
City of Doral Authorized Signature	Date