

SPONSORSHIP AGREEMENT

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND TRAIN STRONGMAN LLC.

This Sponsorship Agreement ("Agreement") is entered by and between the Nassau County Board of County Commissioners ("County") and Train Strongman LLC ("Organization"), a North Carolina Limited Liability Corporation, and overseen by the Amelia Island Convention and Visitors Bureau ("AICVB") on behalf of the County for the purpose of promoting and conducting the Official Strongman Games Southeast Regional event. ("Event").

SECTION 1. Organization's Responsibilities.

- 1.1 The Organization shall hold the Event which shall consist of the schedule of events as outlined in the Application ("Exhibit A"). The Event shall begin on August 31, 2024, and conclude on September 1, 2024. AICVB may change the Event dates so long as the Organization and the AICVB agree in writing on such change at least two (2) weeks in advance of the Event.
- 1.2 The Organization shall include the destination Amelia Island logo, as supplied by the AICVB, on printed materials and shall reference the Amelia Island Tourist Development Council ("AITDC") as a sponsor in press releases and any other media materials. The AITDC and Organization have the right to approve all materials and releases produced by the other for promotional purposes.
- 1.3 The Organization shall promote at least one Amelia Island Hotel on the Organization's website, and the Organization shall encourage Event attendees to utilize Amelia Island hotel rooms or lodging.
- 1.4 The Organization shall obtain all necessary permits, approvals, and venues for the conducting of the Event and related activities.
- 1.5 The Organization shall provide all necessary equipment for the Event.
- 1.6 The Organization shall be responsible for all food and beverage sales. No alcohol shall be consumed or sold on property belonging to the County except where permitted by the County.

- 1.7 The Organization shall be responsible for all merchandise sales.
- 1.8 The Organization shall be responsible for all sponsorship sales.
- 1.9 The Organization shall be responsible for providing a safe environment for all participants and spectators.
- 1.10 The Organization shall provide all Event staff.
- 1.11 The Organization shall be responsible for implementing a parking system for the Event in a safe and efficient manner and in cooperation with the County, municipality, or appropriate authority.
- 1.12 The Organization shall provide on-site medical personnel or have a medical plan prepared.
- 1.13 The Organization understands that it is an independent contractor and has no authority or right to make obligations of any kind in the name of or for the account of the County, the AITDC or AICVB nor commit or bind the County, the AITDC or AICVB to any contract (other than this Agreement) by virtue of this Agreement.
- 1.14 If the Event is held on County-owned property or if the County is co-participating in the Event, as determined by the County in its sole discretion, then the Organization shall, upon written request by the County, provide the County a Certificate of Insurance including one million dollars (\$1,000,000) in general liability coverage and listing the County and the AICVB as "additional insured" for the Event no later than five (5) days after execution of this Agreement by all parties. Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision that coverage afforded under the policies shall not be cancelled or allowed to expire unless at least thirty (30) days prior written notice has been given to the County and the AITDC. Certificates of Insurance and the insurance policies required for this Agreement shall also include a provision that policies, except Worker's Compensation, are primary and noncontributory to any insurance maintained by the AICVB. All insurers shall be authorized to transact insurance business in the State of Florida as provided by Section 624.09(1), Florida Statutes and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (property-Casualty) must be at least A- or above.
- 1.15 The Organization shall submit to the AICVB a Post Event Report within forty-five (45) days of the Event.

SECTION 2. AICVB's Responsibilities.

- 2.1 The AICVB shall provide a link to the Event webpage on www.ameliaisland.com. The Event posting should include the Event schedule and details as they relate to parking,

registration fees, sponsorship, merchandise sales, concessions, and all other activities relating directly or indirectly to the operation of the Event (as applicable).

SECTION 3. Sponsorship Amount.

- 3.1 Upon the recommendation of the AITDC and approval of the County and pursuant to the acceptance and fulfillment of the terms of this Agreement, the County shall provide to Organization a sponsorship in the amount of Twelve Thousand Dollars (\$12,000.00) ("Sponsorship Amount"). The County's performance and obligation under this Agreement is contingent upon an annual appropriation by the Nassau County Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.
- 3.2 The Sponsorship Amount may be paid in full to the Organization at least two (2) weeks in advance of the Event. Notwithstanding County's payment of the Sponsorship Amount prior to the Event, the Organization shall only be entitled to retain and shall have only been deemed to have earned the Sponsorship Amount after the conclusion of the Event and timely delivery of the completed and executed Post Event Report as required in Section 1.16 hereinabove and any required supporting documentation.
- 3.3 The Organization shall use and allocate the Sponsorship Amount solely for expenditures or obligations related to the Event as outlined in Exhibit A.
- 3.4 The Organization shall be responsible for any and all Event costs and expenses in excess of the total Sponsorship Amount incurred due to Event.

SECTION 4. Indemnification.

- 4.1 The Organization shall indemnify, and hold harmless the County and its officers and employees, the Amelia Island Tourist Development Council, the Amelia Island Convention and Visitor's Bureau from any and all damages, losses, liabilities, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Organization and other persons employed or utilized by the Organization in the performance of the Agreement.

SECTION 5. Compliance with Laws & Regulations.

- 5.1 The Organization represents and warrants that it shall comply with all applicable state, federal and local laws and regulations relating to operation of the Event.

SECTION 6. Waivers.

- 6.1 No release or waiver of any provision of this Agreement shall be enforceable against or binding upon a party unless in writing and executed by the releasing or waiving party. The failure of any party to insist upon specific performance of any of the agreements, terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that either party may have, or a waiver of any subsequent courses of actions or

claims based upon breach or default of any of such agreements, terms, covenants, and conditions.

SECTION 7. Relationship of Parties.

- 7.1 The parties of this Agreement shall not be deemed joint venturers, agents, or partners of the other for any purpose because of this Agreement or for the transactions contemplated hereby.

SECTION 8. Term.

- 8.1 This Agreement shall commence when fully executed and shall remain in full force and effect until December 31, 2024.

SECTION 9. Amendments.

- 9.1 No provision of this Agreement may be modified, waived, or amended except by a written instrument duly executed by both parties.

SECTION 10. Cancellation; Rescheduling; Force Majeure.

- 10.1 Notwithstanding anything to the contrary contained herein, if the Event is canceled for any reason whatsoever, and the Event is not rescheduled as set forth in Section 10.2 below, then (a) this Agreement shall be automatically deemed terminated, (b) the Organization shall have no right to receive or otherwise direct the receipt of any portion of the Sponsorship Amount, and (c) the Organization must refund to the County all amounts paid by the County to the Organization pursuant to this Agreement within ten (10) business days following written request by the County. The Organization hereby waives and releases any and all claims it may have for breach of contract or otherwise arising out of such circumstances.
- 10.2 If the Event is canceled for any reason, within ten (10) business days of such cancellation, Organization shall notify County in writing whether the Organization intends to reschedule the Event to a date during County's current Fiscal Year (October 1 through September 30). If the Organization timely notifies County of its intent to reschedule the Event to a date within the current Fiscal Year, County and the Organization shall coordinate the replacement dates for the Event; provided, however, County shall not unreasonably withhold, condition, or delay its consent to dates requested by the Organization. If the Parties agree on rescheduled dates for the Event, such agreement shall be made in writing by the parties and treated as an amendment to this Agreement, with all references to Event herein to mean the new dates. If the Organization does not timely notify County that it intends to reschedule the Event within the time period stated in this section, the Event is deemed canceled and this Agreement is automatically deemed terminated as provided in Section 10.1 above.

- 10.3** Other than the Organization's obligations to refund the Sponsorship Amount as provided in Section 10.1 of this Agreement, which obligations are not waived by any event of Force Majeure (as defined in this paragraph), each Party's obligations under this Agreement shall be temporarily excused by acts of God, such as fires, storms, lightning, floods, confiscations or restraints of government (civil or military), war, terrorism, strikes or labor disputes, civil disturbances, or any other cause that is not within the reasonable control of a Party, and not otherwise due to any negligence or willful misconduct by that Party ("Force Majeure").

SECTION 11. Third- Party Beneficiaries.

- 11.1** Neither the Organization nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

SECTION 12. Notices.

- 12.1** In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR AICVB:

ATTENTION:

Executive Director
1750 South 14th Street, Suite 200
Fernandina Beach, Florida 32034
(904) 277-4369

FOR ORGANIZATION:

ATTENTION:

Lynn Morehouse
1513 Bass Lake Rd, Holly Springs, NC 27540
(919) 389-2270

All notices for the Organization shall be provided to the Organization through the contact person named on the Event or Project Sponsorship Funding Application ("Application") at the address listed on the Application.

SECTION 13. Public Records.

- 13.1** The Organization acknowledges that the County is a public agency subject to Chapter 119, Florida Statutes, and that the information and data the Organization manages under this Agreement may be public records in accordance with Chapter 119, Florida Statutes. If a court of competent jurisdiction determines that the Organization is a “contractor” for purposes of Section 119.0701, Florida Statutes, then the Organization shall comply with all requirements of Chapter 119, Florida Statutes. Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes. **IF THE ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ORGANIZATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.**

SECTION 14. Assignment.

- 14.1** The Organization may not assign all or part of its rights or obligations under this Agreement without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective. If the Organization violates this provision, any portion of the Sponsorship Amount already provided to the Organization shall be immediately refunded to County upon demand and, in addition to any other rights and remedies County may have, County may immediately terminate this Agreement.

SECTION 15. Governing Law and Venue.

- 15.1** This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 16. Entire Agreement; Severability.

- 16.1** This Agreement sets forth the final and complete understanding of the parties. It is understood and agreed that there are no other representations with respect to this Agreement and this Agreement supersedes all prior discussions, agreements and understandings relating to this subject matter hereof. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

CM 3612

[The remainder of this page left intentionally blank.]

Please indicate your acceptance of the foregoing terms and conditions by signing and dating the space below and returning one fully executed copy of this Agreement to the County.

**Nassau County Board of
County Commissioners**

Signature

John F Martin

Printed Name

Chairman

Title

Date

Attest to the Chairman's signature:

John A. Crawford
Its: Ex-officio Clerk

Train Strongman LLC

Lynn Morehouse

Signature

Lynn Morehouse

Printed Name

Director

Title

1/30/2024

Date

Approved as to form and legality by the
Nassau County Attorney:

Denise C. May

Denise C. May, County Attorney

Amelia Island Convention and Visitors Bureau

Gil Langley

Signature

Gil Langley

Printed Name

President

Title

1/29/2024

Date

Exhibit A

AMELIA ISLAND

COME MAKE MEMORIES®

Event/Project/Program Sponsorship Funding Application

Please complete the following to be considered for event/project/program sponsorship funding. Attach additional documentation if needed. Be sure to review the requirements before submitting your application.

Each event/project/program host/organizer applying for sponsorship will be required to submit this Special Event/project/program Sponsorship Application. The annual sponsorship application process shall close on June 30 for consideration of support in the next fiscal year (October 1 through September 30). The application must be submitted to the TDC Managing Director by e-mail (billing@ameliaisland.com) or mailed/hand delivered to 1750 South 14th Street, Suite 200, Amelia Island, FL 32034.

For questions related to completing the application, please email Mariela Murphy at mmurphy@ameliaisland.com or call 904-277-4369.

Name of Event/Project/Program: Official Strongman Games Southeast Regional

Event/Project/Program Date(s): 8/31/2024 - 9/1/2024

Event/Project/Program Location(s): Main Beach Park & Marina Courts

Funding Amount Requesting: \$12,000

Event/Project/Program Host/Organizer/Applicant: Train Strongman LLC

Event/Project/Program Host/Organizer/Applicant Address: 1513 Bass Lake Rd, Holly Springs, NC 27540

Contact Person: Lynn Morehouse

Address: 1513 Bass Lake Rd, Holly Springs, NC 27540

Phone: (919) 389-2270

Email: lynn@trainstrongman.com

Event/Project/Program Information

Provide names and contact information of all persons, firms, and corporations with a financial interest in the Special Event/project/program or participating in the control of the event/project/program.

Lynn Morehouse with Train Strongman, LLC will be the primary person for the event.

Livestream vendor will be contracted by Train Strongman, LLC. Lynn Morehouse will remain point of contact.

Provide a detailed description of the event/project/program and how it promotes Amelia Island tour proposed goals, objectives, and economic impact of the event/project/program to include date event/project/program (including set up and tear down); anticipated attendance; audience demograph projected overnight visitation.

Train Strongman, LLC would like to promote a Strongman and Strongwoman competition in the Amelia Island / Fernandina Beach area on August 31st and September 1st, 2024.

The goal would be to tailor the competition events to take the most advantage of the beautiful beach and the downtown marina area. We would split the competition into 2 days at 2 separate locations. The event would be FREE to the public to spectate.

Athlete check-ins would take place at the host hotel on Friday before the competition.

We would begin the competition on Saturday at Main Beach Park with the plan to utilize the green space primarily and direction on the sand for one event.

We would finish the competition on Sunday at Marina Courts. The goal would be to work with the local 'Pirate' scene to turn a truck pull style event into a Pirate Ship pull utilizing one of the ships on a trailer.

After the competition, we would transition to an after-party in the downtown area at a location still TBD.

Train Strongman will:

- Run the event as an official 'Official Strongman Games (OSG) Southeast Regional' Strongman competition.
- Add appropriate local sponsors to all marketing materials and social media announcements.
- Produce a quality livestream for the event that showcases the 2 locations well.
- Hand out local marketing collateral to all attendees.
- Approx. 100 out-of-town athletes.
- Approx. 500 out-of-town attendees.
- After party and dinner at a local restaurant
- Provide social media and other digital marketing for months leading up to the event.
- Total expected budget for this event will be \$24k - \$30k

A typical athlete will stay from Thursday - Monday.

A typical out of town attendee will stay from Friday - Sunday.

Provide a logistics outline (including but not limited to location/site plan, parking/shuttle and traffic plan, security plan, sanitation plan, health and safety plan, and special needs requirements) for your event/project/program.

Thursday - 'Main Beach Park'

- Arrive w/ trailers (*park overnight*)
- Mark venue space
- Confirm location of bleachers / tent / restroom trailer.

Thursday - 'Marina Courts'

- Mark venue space
- Confirm location of bleachers / tent / restroom trailer.
- Confirm location for 'Pirate Ship'

Friday - 'Main Beach Park'

- Arrival of bleachers / tent / restroom trailer.
- 7:30am - 6:00pm: Venue Setup
 - Grass area for Event 1 & 2
 - Beach sand area for Event 3
- 10:00am - 5:00pm: Athlete Check-In
- 6:00pm - 7:30am: Overnight Security
- Trailers (*park overnight*)
- Confirm power is functioning properly.
- Confirm access to high-speed Internet.

Friday - 'Marina Courts'

- Arrival of bleachers / tent / restroom trailer.
- Confirm power is functioning properly.
- Confirm access to high-speed internet.

Saturday - 'Main Beach Park'

- 7:30am - 10:00am: Final Event Setup
- 10:00am - 5:00pm: Competition Day 1
 - Grass area for Event 1 & 2
 - Beach sand area for Event 3
- 5:00pm - 8:00pm: Venue pack up into trailers

Saturday - 'Marina Courts'

- Confirm arrival of bleachers / tent / restroom trailer.
- Confirm arrival of 'Pirate Ship'
- 8:00pm - 9:00pm: Arrive w/ trailers (*park overnight*)

Sunday - 'Marina Courts'

- 6:00am - 10:00am: Event Setup
- 10:00am - 5:00pm: Competition Day 2
 - Parking lot area for Event 4 (*pirate ship pull*)
 - Courts area for Event 5 & 6
- 5:00pm - 6:00pm: Awards
- 6:00pm - 7:30pm: Venue pack up into trailers (*park overnight*)
- 7:30pm - 11:00pm: Athletes + Staff After Party & Dinner (*Downtown Restaurant TBD*)

Monday - 'Marina Courts'


- Final venue cleanup
- Hotel Checkout
- Leave with trailers

Describe in detail how the special event/project/program sponsorship funds will be used including media plan with advertising schedule; public relations activities; proposed creative materials (including but not limited to display ads, banner ads, websites, flyers, posters); promotional activities to support the event/project/program and the related expense budgets for the marketing activities.

Funds will be used for the following:

- Improving the attendee experience.
(*Bleachers, air-conditioned restroom trailers, and canopies*)
- Staff travel and lodging.
- Equipment shipping costs.
- Event specific rentals.
(*Pirate Ship, staging, etc.*)
- Branding.
(*Social Media Ads, Banners, Posters, Flyers, etc.*)
- After Party

Assistance Requested

- Rental of backup indoor venue (*Fri-Sun*)
(*Can be let go up to 1 week before competition if no signs of severe weather.*)
- Rental of bleachers for approx. 250 people at both venue locations. (*same bleachers can be moved on Saturday after 6:00pm to 2nd location if desired*)
- Rental of restroom trailer at both venue locations.
- Rental or financial assistance for large canopy tents for shade and rain protection at both venue locations.
- Hotel accommodations for 5-10 rooms from Thursday - Monday.
- Access to power at both locations.
- Access to high-speed internet at both locations. (for live stream)
- Rental/Appearance fees for 'Pirate Ship'
- Help with arrangements for after party and dinner. 

Budget

An event/project/program budget should accompany this application, and contain such items as available:

- amount being invested by the event/project/program host/organizer.
- an expense budget for producing the event/project/program.
- amount of support requested from the TDC and its intended use.
- additional sponsorship revenues.
- anticipated revenue from ticket/ancillary sales.
- any other revenue expected to be generated by the event/project/program.

Event/Project/Program Host/Organizer/Applicant Signature: _____



Date: 01/3/2024

Internal Use Only:

Date Received:

Approved: ____ Yes / ____ No

Amount: _____

Official Strongman Games
Fernandina Beach/Amelia Island, FL
Sep-23

INCOME

Destination Bid Fee \$ 12,000.00

TOTAL \$12,000.00

EXPENSE

Venue \$ 5,954.00

Printing \$ 1,613.00

Awards \$ 7,300.00

Contract Labor \$ 5,050.00

Staff Lodging \$ 2,100.00

Staff Meals \$ 1,100.00

Staff Travel \$ 2,780.00

TOTAL \$25,897.00

\$ (13,897.00)

Event/Project/Program Sponsorship Funding Requirements:

1. Only one request per event/project/program.
2. Requests cannot be for more than fifty percent (50%) of total event/project/program budget.
3. Approval of sponsorships shall be considered as one-time approvals and applicant should not assume that funding is pre-approved for subsequent years or amounts.
4. *A Post Event Summary Report* must be submitted to the TDC forty-five (45) days after completion of the event/project/program.
5. All sponsorship funds must go toward the event/project/program itself and must not be used to pay commissions, bonuses, or other incentives for fund-raising efforts by staff, volunteers, or other parties.
6. If, for any reason you are unable to purchase an item or service as approved in your application, you must notify the TDC and request to substitute another item or service.
7. Any applicant found guilty of violating, misleading, neglecting or refusing to comply with the application requirements shall be disqualified from submitting any future requests.
8. Sponsorship funds may not be used for political campaigns, political parties, or for lobbying.
9. All events/projects/programs funded shall be conducted in a nondiscriminatory manner and in accordance with local, state, and federal laws, rules and regulations related to nondiscrimination and equal opportunity. Applicant and its event/project/program shall not discriminate on the grounds of race color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. All events/projects/programs funded shall be accessible to persons with disabilities in accordance with the Americans with Disabilities Act and related regulations.
10. If awarded funding, applicant agrees that it will include the Amelia Island logo in advertising, flyers, posters, literature, film/video credits, news releases, printed programs, public broadcasts, promotion, and publicity if requested to do so. Both parties have the right to approve all materials and releases produced by the other for promotional purposes.
11. Any funds granted shall be subject to an audit by the Nassau County Clerk of Court and Comptroller or their authorized representative.