

**TITLE SPONSOR AND EVENT AGREEMENT
BETWEEN LEE COUNTY BOARD OF COUNTY COMMISSIONERS, HOBIE CAT COMPANY
AND
INTERNATIONAL HOBIE CLASS ASSOCIATION**

This Sponsorship Agreement ("the Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter "County", HOBIE CAT COMPANY, a Missouri Corporation, whose address is 4925 Oceanside Boulevard, Oceanside, CA 92056, hereinafter "HCC", and INTERNATIONAL HOBIE CLASS ASSOCIATION, a _____ company, whose address is 15800 Bond Mill Rd. Laurel, MD 20707, hereinafter "IHCA", the parties hereto.

RECITALS

WHEREAS, pursuant to Florida Statutes Section 125.0104 and Lee County Ordinance, the County collects tourist development taxes; and

WHEREAS, County, HCC and IHCA acknowledge that tourist development taxes may only be spent in accordance with Florida law and the Tourist Development Plan adopted by the County; and

WHEREAS, the tourist development tax may be spent to promote tourism; and

WHEREAS, the County, HCC and IHCA agree to produce the 2019 Hobie 16 World Championships in Captiva Island, Florida, November 1-16, 2019; and

WHEREAS, the County will be the exclusive title sponsor of the 22nd Hobie 16 World Championships; and

WHEREAS, the EVENT name shall be the 22st Hobie Cat 16 World Championships (EVENT), presented by "The Beaches of Fort Myers and Sanibel", or other branding title as approved by HCC and the County; and

WHEREAS, the County recognizes this sponsorship will attract visitors to Lee County and can enhance the area's reputation both domestically and internationally.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and the mutual benefits to be derived from this Agreement, the Parties hereby agree as follows:

- A. The Recitals are hereby incorporated as if written here below.
- B. HCC and IHCA Obligations. In consideration for the County's sponsorship of the EVENT, HCC shall provide the County the benefits set out below:
 - 1. Provide sixty (60) new Hobie Cat 16 racing catamaran sailboats, with special logoed sails and hull graphics, as approved by HCC and the County.

2. Select and manage the Hobie Cat Worldwide (HCW) Team, which includes EVENT management, beach crew and water team.
3. Work in unison with the County to produce and promote this world-class EVENT.
4. Select other EVENT sponsors, as needed and as approved by the County.
5. Provide and maintain the EVENT website.
6. Promote the EVENT on the International Hobie Cat Association (IHCA) website and all regional Hobie Class websites.
7. Produce and distribute EVENT Press Releases domestically and internationally, to their list of more than 170 media outlets focused on sailing, boating, yachting, paddle-boarding, kayaking, and others. Press releases will include destination-specific information approved by the County.
8. Produce and distribute announcements via IHCA Newsletters and *Hobie Hotline*. Hobie Hotline, official publication for Hobie Cat News, will feature information about the event.
9. Produce and update HCC and IHCA social media channels, including Facebook, Instagram and HCC blogs.
10. Provide a Hobie Shop for parts and accessories.
11. Assemble, maintain and provide spare parts for the EVENT boats, during the EVENT.
12. Provide the following HCC products for the County to use as EVENT promotional giveaways:
 - a. One (1) Hobie 16 sailboat with race package as grand prize
 - b. Four (4) Hobie Mirage Eclipse ACX stand-up paddleboards for monthly giveaways
 - c. One (1) Hobie Mirage Outback kayak
 - d. One (1) Hobie Mirage Sport kayak
 - e. Twelve (12) prize packs with hats, shirts, sunglasses, etc.
13. Pre-EVENT promotions include a fully logoed boat and/or sail at major boat shows in North America, Europe and Australia, including but not limited to the following:
 - a. Miami International Boat Show/Strictly Sail Miami
 - b. Toronto International Boat Show

- c. Seattle Boat Show
 - d. United States Sailboat Show, Annapolis
 - e. Melbourne Boat Show
 - f. Sydney International Boat Show
 - g. boot Düsseldorf
 - h. Salon Nautique Paris International Boat Show
14. Permit the County to use all HCC and IHCA video and photography produced to promote the EVENT and gathered during the EVENT in perpetuity and without restriction.
 15. Work with the County to have community events.
 16. Host at least one additional "regional" sailing event in Lee County after the Worlds.
 17. Work with the County to provide additional advertising and marketing partnerships after the EVENT. This may include product testing promotions, hosting media familiarization tours of Lee County, finding opportunities to promote national and international brand integration of Hobie and The Beaches of Fort Myers & Sanibel.
 18. Work in good faith with the County to host a series of Hobie Kayak Fishing tournaments that would generate tourism. Additionally, consider Lee County as the host site for a future Hobie Fishing World Championship.
 19. Work in good faith with the County to host Hobie organizational retreats, conferences, and training functions in Lee County.
 20. Provide EVENT Boat with following Specifications
 - a. EVENT boats shall be new 2019 Hobie Cat 16's, with the following key features;
 - i). White Hulls and Decks
 - ii). Two Piece Alloy Mast with CompTip
 - iii). Colored Sails, with special approved EVENT logos
 - iv). Colored Lines
 - v). Colored Mesh Trampoline
 - vi). Black Anodized Metalwork
 - vii). Low profile Blocks
 - viii). Color-Coordinated Hull Graphics, with special approved EVENT and sponsor logos
 - ix). Race Pack Kit fitted
 - x). Carbon / Fiberglass EPO3 Racer Rudder Blades

21. Airfare: Provide all airfares for all HCW Team required building, maintaining and running the EVENT beach and water activities.
22. Beach Requirements. HCC and IHCA shall be responsible to provide the following at no additional cost to the County:
 - a. A minimum of two (2) large tents, approximately 10' x 20' or larger each, with open sides to assist HCW Team in the building and rigging of the EVENT boats and the protection of the sun and weather.
 - b. Power and water to beach rigging area to assist beach crews in the building and maintaining of the EVENT boats. This shall be two weeks prior to the EVENT and up to one week after the end of the EVENT.
 - c. A large tent, approximately 40' x 100', for shade and weather protection for the competitors, while at the beach venue, prior, during and after racing.
 - d. EVENT Wi-Fi required for HCW EVENT media team (separate private network) and public Wi-Fi for HCW Team and competitors.
 - e. Fifteen (15) Hand held VHF radios for HCW Team.
 - f. Sheltered location for Beach Headquarters, Announcer, with mics, sound system and music.
 - g. Secure, quiet location for Jury/protest room.
 - h. On-site medical team during the EVENT and on-site safety plan.
 - i. Night-lights / floodlights, two weeks prior to the EVENT and one week after the end of the EVENT for work and security.
 - j. 24/7 beach security for the duration that the boats are on location. This shall be two weeks prior and up to one week after the end of the EVENT.
 - k. Freight. Pay the shipping cost for the transportation of EVENT boats to and from the race site. There may be 53' trailer (s) and/or 40' container(s) for delivery and work space/storage remaining on site, before, during and after the EVENT.
23. EVENT Entry Fees. HCC and IHCA shall set, collect and retain all competitor entry fees for the EVENT.
24. EVENT Boats For Sale. After the EVENT, all EVENT boats will be made available for sale, at a special EVENT pricing, via HCC Authorized Dealer Network.
25. Provide accommodations for all HCW Team during the entire EVENT at the EVENT hotel, with Wi-Fi included.
26. Provide breakfast, lunch and dinner each day for the required HCW Team at the EVENT site hotel for the duration of their pre-event and post-event duties.
27. Provide free tickets to all parties and functions for HCW Team during the EVENT.
28. Provide all competitors (skipper & crew), with a ticket to all official functions, during their specific EVENT.

29. All other parties / persons can be charged for these functions at an agreeable rate between HCC and IHCA.

30. EVENT Website. All parties agree that only HCC and the IHCA set up the official website and online entries. HCC and IHCA to cover all cost for the EVENT website, the management and content. No other website is to be created by any other party. The COUNTY shall have approval to feature EVENT information/news/updates on its main consumer website at fortmyers-sanibel.com and link to the EVENT website

C. County Obligations.

1. For its participation as the only title Sponsor in the EVENT, Sponsor will pay to HCC a \$250,000 fee ("Sponsorship Fee"), as set out below:

a. First Payment - \$50,000.00 due and payable on signing this Agreement provided all other agreements with other parties (IHCA, the local Hobie dealer and other sponsors needed to produce a successful EVENT) are valid and enforceable.

b. Second Payment - \$75,000.00 due and payable by November 15, 2018.

c. Third payment – \$125,000.00 due and payable seven (7) days after the last day of competition.

2. Beach Crew. The County agrees to work with HCW Team to provide ten (10) able bodied local volunteers, providing requirements and timing, to help with loading, building and reloading boats into trucks.

3. EVENT Permits. The County will help secure all necessary land and on water permits.

D. HCC, IHCA and County Obligations.

1. EVENT Boats Graphics. EVENT sails and hull graphics will be discussed, designed and approved by HCC and the COUNTY.

2. EVENT Sponsors. HCC and the COUNTY will discuss and approve all EVENT, sail and hull sponsors.

3. Welcome ceremonies/Closing ceremonies/all EVENT parties. HCC and the COUNTY will work together to produce all ceremonies, parties and functions at the EVENT.

4. EVENT Boats. HCC and COUNTY will coordinate with Colgate Sailing School to secure and schedule approved Race Committee boat, and required Mark Set, Safety and Media boats and necessary on the water race equipment and marks for the EVENT.

5. Meetings / Site Visits. HCC and COUNTY shall communicate via email and schedule meetings to formalize all planning.



6. HCC EVENT Chairs and/or approved personnel will do site visits with COUNTY and other sponsors to work on details and logistical requirements to run a successful EVENT.

E. Venue. The venue for the EVENT is Lee County Florida. However, if the EVENT venue is not available HCC and IHCA will repay the sponsorship fee to the County.

F. Meeting/Site Visits. HCC, IHCA and the County shall communicate via email and schedule meetings to formalize all planning.

HCC and IHCA EVENT Chairs and/or approved personnel will do site visits with the County, to work on details and logistical requirements to run a successful EVENT.

G. Indemnification. HCC and IHCA shall save and indemnify and hold harmless the County against any and all claims, obligations, liabilities, judgements or cost of whatsoever kind and nature for injury to, or death, of any person or persons and for the loss or damage to any property resulting from HCC and IHCA, its employees, agents, contractors or assigns, for any tortious, negligent or unauthorized acts, omissions, failure to perform its obligations hereunder.

H. Term and Termination.

1. Term. This agreement shall commence on the date it is fully executed and shall be effective upon the Effective Date and shall continue for one week past the EVENT date, unless earlier terminated as otherwise provided in this Agreement.

2. Termination by County. The County shall be entitled to cancel the EVENT and/or terminate this Agreement at any time for any reason. .

3. Termination by HCC and IHCA; Effect of Termination.

a. The HCC and IHCA may terminate this Agreement for breach by the County after giving the County at least ten (10) days prior written notice specifying the nature of the breach, and giving the County no less than ten (10) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the tenth day. If breach occurs fewer than ten (10) days prior to the EVENT, HCC and IHCA may terminate this Agreement for breach if such breach is not cured by the first day of the EVENT.

b. Survival. In the event of termination or expiration of this Agreement, paragraphs G, H and I shall survive.

I. Repayment of Sponsorship Fee. To the extent that the Sponsorship Fee has been paid to HCC and ICHA, if HCC or ICHA terminates, breaches or fails to perform their obligations resulting in cancellation of the EVENT, HCC and IHCA shall repay the County within thirty (30) days of the County's demand. If the total repayment is not received by the County within thirty (30) days of the County's demand, interest shall accrue on the repayment amount at an annual interest rate equal to the statutory interest rate arising under Florida Law.

- J. Force Majeure. In the EVENT that either party to this Agreement is unable to perform its obligations hereunder or to enjoy any of its benefits because of substantial damage or destruction to the venue due to any natural disaster (hereinafter "Force Majeure EVENT"), the party that has been so affected shall immediately give notice to the other party of such fact and shall do everything possible to resume its performance. If the party is unable to perform, the party that received such notice may terminate this Agreement by giving notice thereof to the party unable to perform because of such Force Majeure EVENT.
- K. Representations and Warranties. HCC and IHCA represents and warrants that all services performed under this Agreement will be of professional quality conforming to generally accepted industry practices. Services performed by HCC and IHCA which are determined by the County to be of less than professional quality shall, at the County's option, be corrected by HCC and IHCA within three(3) days of notice, at HCC's and IHCA's expense.
- L. Insurance. HCC and IHCA shall at all times during the term of this Agreement maintain: transit insurance for all boats and goods to be supplied for the EVENT; liability insurance coverage on the boats, on the beach, and during the EVENT on the water; comprehensive EVENT insurance, before, during and after the EVENT that meets County requirements; additional insured will be listed, i.e; HCC, IHCA, Lee County Board of County Commissioners.
1. Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided.
 - a. Commercial General Liability - Coverage shall include but not limited to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$3,000,000 per occurrence
 - \$5,000,000 general aggregate
 - \$3,000,000 products and completed operations
 - \$3000,000 personal and advertising injury
 - b. Marine General Liability – Coverage shall include but not limited to loss of life and bodily injury including legal defense on docks and slips or at moorings:
 - \$3,000,000 per occurrence
 - c. Regatta Liability – Coverage shall include but not limited to loss of life and bodily injury including legal defense on water activities during races:
 - \$3,000,000 per occurrence
 2. Verification of Coverage:
 - a. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - i). The certificate holder shall read as follows:
 - Lee County Board of County Commissioners

P.O. Box 398
Fort Myers, Florida 33902

ii). "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

b. Special Requirements:

- i). The "Indemnification" clause shall be made a provision of the contract.
- ii). It is the responsibility of HCC to insure that all subcontractors comply with all insurance requirements.

M. Miscellaneous

1. Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are deposited in the mail, postage prepaid, certified or registered, return receipt requested; sent by air express courier, charges paid.
2. Relationship. The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this Agreement. HCC shall not act or represent or hold itself out as having authority to act as an agent or partner of the County or in any way bind or commit the County to any obligations, without the prior written consent of the County.
3. No Assignment. No party hereto may assign or transfer its rights or obligations arising under this Agreement, without the prior written consent of the other party hereto.
4. Governing Law/Jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. The court of proper jurisdiction is Lee County, Florida.
5. Modification. No change or modification of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this Agreement.
6. No Waivers. The waiver by any party of any other party's breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the waiver by any party to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach. No action on the part of either party to this Agreement shall be interpreted as waiver unless such action shall be in writing.
7. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, agreements and understandings, whether oral or written, with respect to this subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

Witnesses:

Signature: [Signature]
Printed Name: TRISHA TARDINGTON

Signature: [Signature]
Printed Name: Kami Pedulla

Witnesses:

Signature: [Signature]
Printed Name: Carol McNeigh

Signature: [Signature]
Printed Name: Debbie Hancock

ATTEST:

CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

By: _____
Deputy Clerk

Hobie Cat Company

BY: [Signature]
Name: DAVID SKIDMORE
Title: CEO

Date: May 8, 2018

International Hobie Class Association

BY: [Signature]
Name: Richard McNeigh
Title: IACA President

Date: May 8, 2018

**LEE COUNTY, FLORIDA, a political
subdivision of the State of Florida**

By Its: Board of County Commissioners

By: _____
Chair

**APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:**

By: _____
Office of the County Attorney