



OFFICE OF THE COUNTY ATTORNEY

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MEMORANDUM

DATE: July 10, 2020  
TO: Elliott Falcione, Director, Convention and Visitors Bureau  
THROUGH: William E. Clague, Chief Assistant County Attorney *Approved by W. Clague 7-10-2020*  
FROM: Alexandria C. Nicodemi, Assistant County Attorney *Approved by A. Nicodemi 7-10-2020*  
RE: **World's Strongest Man Sponsorship Agreement; CAO Matter No. 2020-0144**

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This memorandum is in response to the above referenced Request for Legal Services in which you asked this office to review a draft Sponsorship Agreement between Manatee County d/b/a Bradenton Area Convention and Visitors Bureau and TRANS WORLD INTERNATIONAL LLC, for the 2020 World's Strongest Man Event ("Agreement"). Attached to this memorandum you will find this office's reflected changes and the business terms negotiated between you and TRANS WORLD INTERNATIONAL LLC.

I express no opinion as to the business judgment of entering into this Agreement. This concludes my response to the Request for Legal Services. If you have any further questions, comments, or concerns, please feel free to contact me.

Copies to: Cheri Coryea, County Administrator  
John Osborne, Deputy County Administrator  
Karen Stewart, Deputy County Administrator  
Monica Luff, Sr. Administrative Specialist, Convention and Visitors Bureau

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**SPONSORSHIP AGREEMENT FOR  
PROMOTION OF TOURISM**

**(2020 WORLD'S STRONGEST MAN EVENT)**

**THIS SPONSORSHIP AGREEMENT** ("Agreement"), is made and entered into as of \_\_\_\_\_, 2020 ("Effective Date") by and between TRANS WORLD INTERNATIONAL LLC, a limited liability company with its office at 11 Madison Avenue, 17<sup>th</sup> Floor, New York, NY 10010, (hereinafter "IMG") and Manatee County, a political subdivision of the State of Florida, (hereinafter the "County").

**WITNESSETH**

**WHEREAS**, the County, through the Bradenton Area Convention and Visitors Bureau (BACVB), promotes travel and tourism to, and events in, Manatee County, through among other things, the use of proceeds of the County's tourist development tax in the manner contemplated in Section 125.0104, Florida Statutes and other legally available funds available to the County; and

**WHEREAS**, IMG intends to organize, promote and stage the 'World's Strongest Man' event, provisionally intended to take place on \_\_\_\_\_, 2020 at \_\_\_\_\_ (hereinafter "Event"); and

**WHEREAS**, it is in the best interest of the County, and serves the mission of the BACVB, to support the Event to enhance travel and tourism in Manatee County, by sponsoring a portion of the costs of promoting and advertising the Event in the manner set forth herein.

***NOW, THEREFORE, the County and IMG, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:***

**1. EVENT.**

A. Event. IMG shall organize and stage the Event as described in more detail (including certain applicable commercial terms) in Exhibit "A", attached hereto and incorporated herein by reference. IMG's organization of the Event shall include the provision of equipment, production personnel, security, and additional temporary restrooms. IMG and County acknowledge and agree that the date of the Event may be subject to change. In the event that IMG elects to stage the Event on a different set of dates to \_\_\_\_\_, 2020, then IMG and County shall have good faith discussions regarding the dates on which the Event shall be held.

B. Promotion of Event to Tourists. For the purpose of promoting the Event to tourists, IMG shall provide the advertising and promotion services described in Exhibit "B" (the "Services"), attached hereto and incorporated herein by reference.

C. Sponsorship Fees. The Sponsorship Fees cover all actual and direct costs incurred by IMG in providing or procuring the Services set forth in Subsections 1.B and no other fees shall be payable to IMG.

D. Sponsorship Rights. In consideration of the Sponsorship Fee (as defined below), IMG hereby grants to County for the Term (as defined below) of this Agreement, and County hereby accepts, the marketing and sponsorship rights and opportunities set forth in the attached Exhibit "B", as well as the other rights set forth in this Agreement ("Sponsorship Rights").

**2. PAYMENT OF SPONSORSHIP.** As full consideration for the Sponsorship Rights, County agrees to reimburse IMG for actual costs incurred for payment through Sponsorship fee not to exceed an aggregate amount of two hundred thousand dollars (\$200,000.00) (the "Sponsorship Fee"). The Sponsorship Fee shall be paid according to the following schedule and subject to the provisions of this Section 2.

Fifty thousand dollars (\$50,000.00) upon the Effective Date and after receipt of documents pursuant to subsection B below, for planning of the Event and media alerts with BACVB branding announcing the BACVB as the host.

One hundred thousand dollars (\$100,000.00) prior to completion/during event for marketing and promotions including BACVB branding and after receipt of documents pursuant to subsection B below.

Fifty thousand dollars (\$50,000.00) no more than forty-five (45) days after the United Kingdom programming and after receipt of documents pursuant to subsection B below.

A. Valid Sponsorship Fees; Compliance with Obligations. The County shall pay Sponsorship Fees to IMG for only such costs as are validly incurred in accordance with the requirements of this Agreement. The County's obligation to provide such payment shall be subject to compliance by IMG with its obligations under this Agreement.

B. Submission of Written Request and Invoices. In order to receive payment, IMG shall submit to the Executive Director of the BACVB (the "County Representative") an invoice for the Sponsorship Fees as set out in Section 2 above. Such invoices shall identify the payment installments set out in Section 2 above for which payment is requested. The total amount to be paid to IMG shall not exceed two hundred thousand dollars (\$200,000.00). The County shall not pay IMG for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

C. Processing and Payment. The County shall, within ten (10) days of receipt, review the invoice and either approve the invoice for payment or request from IMG

additional information. If the invoice is approved for payment, the County shall remit payment to IMG within forty-five (45) days of the date of the original submittal to the Executive Director of the BACVB as County Representative. If any amount in the request is disputed by the County, the County shall, as soon as practicable, notify IMG and make partial payment of the amount which is not in dispute pursuant to this paragraph. IMG and the County shall meet within seven (7) days of the County's notification to attempt to resolve any disputed amounts.

D. Availability of Funds. The County intends to fund the payments to be made hereunder with proceeds of the County's Tourist Development Tax. The obligation of the County to pay IMG for Sponsorship Fees hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds, including without limitation proceeds of the County's Tourist Development Tax, as well as other revenues, in amounts sufficient to fund such Sponsorship Fees. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County, or to result in a pledge of or lien upon any revenues of the County, including without limitation general revenues or proceeds of the County's Tourist Development Tax. Notwithstanding anything else to the contrary in this Agreement, in the event that the County is unable to pay the Sponsorship Fees or any portion of the Sponsorship Fees to IMG in accordance with Section 2 for any reason (including without limitation the Board of County Commissioners not budgeting legally available funds for the Sponsorship Fees), then the County must notify IMG immediately and IMG shall be entitled to terminate this Agreement immediately on written notice or alter the Advertising/Promotional Services set out in Exhibit B to account for any under payment.

### **3. ADDITIONAL OBLIGATIONS OF IMG.**

A. Promotion of Tourism in Manatee County. IMG shall ensure that all Services provided or procured pursuant to this Agreement, shall include promotion of the Bradenton Area as a tourism destination through the placement of the BACVB logo on all printed or on-line marketing materials. IMG shall provide evidence (where appropriate) of its provision or procurement of the deliverables and/or obligations set out in Exhibit B.

B. Marketing and Promoting Event. IMG shall provide proof by providing listing of marketing and advertising efforts along with printed proofs, tear sheets, and screen shots of all digital ads and promotions as verification of the out-of-county promotion of the Event. Additionally, IMG shall consult with the County Representative with respect to ad design and placement.

C. Composite Logo. All permitted exhibitions of the Event programs shall be branded and promoted with the Composite Event logo and 'BACVB' logo (the "Composite Logo"), which IMG and County shall together create and mutually agree. The elements of any such Composite Logo that do not incorporate any Event marks shall be owned by County, with all other elements owned by IMG. County hereby grants IMG a royalty-free license to use such Composite Logo in connection with this

Agreement during the Term of this Agreement. Upon expiration of the Term: (i) County shall not use the Composite Logo in any manner; and (ii) IMG may use the Composite Logo solely in connection with its exhibition of the Event programs; and (iii) all IMG owned licenses granted during the Term of this Agreement shall revert back to IMG. For the avoidance of any doubt, IMG shall retain all title in and or to the programs of the Event or any other materials supplied to County under this Agreement.

D. Use of Subcontractors. IMG may administer the Event itself, or by the use of one or more contracting agents. However, the use of such contracting agents by IMG shall not operate as an assignment of its rights or responsibilities under this Agreement. Any subcontracting or other agreements IMG may enter into pursuant to this program shall not name the County as a party. IMG shall make all such agreements and related records available for inspection as otherwise may be required by law.

E. Financial Records and Accounting. IMG shall keep and maintain financial records related to the operation of the Services in accordance with generally accepted accounting principles and shall allow the County or its agents to review and audit same as may be required by law provided that: (i) the County may only audit the records once during the Term and for six (6) months after the end of the Term; (ii) the County provide 30 days' written notice to IMG; (iii) the audit is conducted in a manner which does not unreasonably disrupt IMG's business; and (iv) the audit is at the County's expense at any time upon reasonable notice. IMG shall be responsible for any governmental/regulatory fees or taxes associated with the Services.

**4. TERM.** The "Term" of this Agreement shall be from the Effective Date of this Agreement until January 31, 2021.

## **5. INDEMNIFICATION; INSURANCE.**

To the extent permitted by law (and in the case of the County, the tort liability limitations set forth in Section 768.28, Florida Statutes shall also apply to any actions to enforce this Agreement, or any provisions herein) each of the parties hereto shall indemnify and hold harmless the other, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of this Agreement. This provision shall survive the termination of this Agreement.

Each party shall maintain insurance coverage (or a program of self-insurance) sufficient to meet obligations created by this Agreement and by law. Each party is responsible for its insurance deductibles, premiums and costs. Upon request, each party will provide the other with proof of the insurance (or program of self-insurance).

## 6. FORCE MAJEURE.

A. If either party is prevented from or interfered with in any manner whatsoever in fully performing its duties hereunder by reason of any present or future law, regulation or order, act of God, earthquake, heavy rain leading to flooding, named windstorm, hurricane, fire, disease or epidemic (including H1N1 swine flu, H1N5 bird flu, coronavirus or other similar virus), accident, explosion, casualty, labor controversy (including but not limited to threatened or actual lockout, boycott or strike), riot, civil disturbance, war or armed conflict, terrorist act or threat of terrorism, delay of a common carrier; or by reason of any other cause or causes beyond the reasonable control of such party (all of the foregoing referred to as an "event of force majeure"), then such party's obligations shall be suspended as often as any such event of force majeure occurs and, during such occurrences, such party's non-performance will not be deemed a breach of this agreement.

B. After the effective date, If the Event cannot be held or is cancelled (either prior to or after commencement) due to an event of force majeure, both parties shall be released from their respective obligations in relation to the Event and the BACVB shall not be required to pay the final two payments within the payment schedule of the Sponsorship Fee as identified in Section 2 of this Agreement.

**7. NOTICES.** All notices, comments, consents, objections, approvals, waivers, and elections which any party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be addressed to the applicable addresses set forth below or as any party may otherwise designate in the manner prescribed herein.

To the County:            Executive Director  
                                 Bradenton Area Convention and Visitors Bureau  
                                 P.O. Box 1000  
                                 Bradenton, FL 34206  
                                 (941) 729-9177  
                                 (941) 729-1820 (fax)

To IMG:                    Title of Representative  
                                 IMG  
                                 Address  
                                 Phone  
                                 Fax

**8. DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of IMG and any providers of promotional, advertising or

other services, or goods, purchased by IMG. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

## **9. CONSTRUCTION.**

A. Entire Agreement. This Agreement represents the full agreement of the parties.

B. Equal Construction. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

C. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

## **10. AMENDMENTS; WAIVERS; ASSIGNMENT.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of Manatee County and by IMG.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**11. VALIDITY.** Each of the County and IMG represents and warrants to the other its respective authority to enter into this Agreement.

**12. SEVERABILITY.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should

not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**13. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**14. REMEDIES.** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

**15. ATTORNEYS FEES AND COSTS.** Each party hereto shall be solely responsible for paying its attorney's fees and costs in relation to any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

**16. PUBLIC RECORDS. IMG SHALL:**

A. Keep and maintain public records required by the County to perform the Services.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if IMG does not transfer the records to the County.

D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of IMG or keep and maintain public records required by the County to perform the service. If IMG transfers all public records to the County upon completion of the Agreement, IMG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If IMG keeps and maintains public records upon completion of the Agreement, IMG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public



records, in a format that is compatible with the information technology systems of the County.

IF IMG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Avenue West, Bradenton FL 34205.

**17. GENERAL.**

A. Each party acknowledges the importance of complying with all applicable laws in the performance of this Agreement. Each of the parties hereby agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. Moreover, each of the parties agrees not to take any actions which will cause the other party to be in violation of any law or regulation of any jurisdiction.

B. Each party hereby agrees that neither it nor, any agent or employee acting on its behalf will take any action that will cause the other party to be in violation of any law of any country or any political subdivision thereof in which such party is performing work for the purposes of this Agreement. Each party is aware of the provisions of the United States Foreign Corrupt Practices Act of 1977, as amended, and of the United Kingdom Bribery Act 2010, as amended and of any other equivalent legislation in any territory of the world which may apply (collectively, the "Global Anti-Corruption Laws"). Each party agrees that it and all agents and employees acting on its behalf to the extent that such laws apply to each party, agency and employees, will comply with the Global Anti-Corruption Laws in connection with its performance under this Agreement. Each party shall promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this Agreement. Breach of this section 17(B) shall be deemed a material breach of this Agreement.

[Remainder of page left blank intentionally]

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first written above.

**TRANS WORLD INTERNATIONAL LLC**, a limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**MANATEE COUNTY**, a political subdivision of the State of Florida

By its Board of County Commissioners

By: \_\_\_\_\_  
Chairperson

**ATTEST: ANGELINA COLONNESO**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

**EXHIBIT "A"**  
**DESCRIPTION OF EVENT AND COMMERCIAL TERMS**

Description of event:

Provisional Dates: TBD (which may be subject to change)

Location of event: TBD – Bradenton Area

Admission: General admission shall be free-of-charge, however, IMG shall be entitled to charge admission prices for certain VIP and other entrance packages. For the avoidance of any doubt, save as where expressly set out otherwise herein, any and all revenue generated from the Event in relation to ticketing or otherwise shall be retained by IMG.

IMG shall be entitled to retain 100% of any and all merchandise

Within SIXTY (60) days following conclusion of the Event, County shall procure the delivery of a reasonably detailed economic impact report from a mutually agreed third party provider. IMG and County shall discuss and agree in good faith the form and content of such report.

## **EXHIBIT “B”**

### **DESCRIPTION OF ADVERTISING/PROMOTIONAL SERVICES**

IMG will provide or procure for County the following:

- The Event shall be filmed exclusively in the Bradenton Area (Manatee County)
- At least 1 (one) commentary or other audio BACVB mention per 30 minutes of programming and at least 2 graphic displays of the composite Event and BACVB logo (the “Composite Logo”) per episode, during the broadcast of each of the US, UK and (where possible/applicable) other International programs for the Event
- Multiple branding opportunities on-site
- An announcement of the partnership between the Event and BACVB to be made via an official release on World’s Strongest Man’s social media page, together with a link to the BACVB’s hospitality page.
- An opportunity for County to conduct a sweepstakes/telephone competition together with the applicable UK broadcaster of the Event. County acknowledges and agree that IMG shall have no involvement with such competition and/or its terms and conditions, and shall have no responsibility or liability to County or any third party in respect thereof. Commercial units: 2 (two) 30 seconds BACVB promotional ‘spots’ on CBS during the broadcast of the program(s) for the Event, and 8 (eight) 30 seconds BACVB promotional ‘spots’ on CBS Sports Network during the broadcast of the program(s) for the Event
- x1 :10sec “scene-set” near the beginning of each episode establishing the Bradenton Area as the host site with pristine video supported by voice-over that includes desired messaging
- x1 :20sec return from commercial bumper featuring multiple visuals of the Bradenton Area with x2 of these bumpers in each of the x2 1-hour CBS episodes
- Multiple text inclusions of Bradenton locations in graphics when identifying the event and its location i.e. Manatee Public Beach, etc.
- Multiple verbal mentions of the Bradenton Area
- Digital content series - #StrongmenInBradenton: We do a content series of strongmen making appearances at prominent locations all over Bradenton. Can do vlog or highlight-style coverage and incorporate interviews with locals, fun game challenges, eating challenges at local restaurants, fishing outings, etc. Deploys as a 3-5-part video series with 1 million impressions guaranteed (exact content theme to be discussed with BACVB prior to taking place)
- All social media posts from the Event by World’s Strongest Man will be tagged with Bradenton Area location
- Composite Logo

**Video Content and Photographs:**

- Access to video content and photographs from the Event, featuring images and clips of the athletes and events during the Event competition (to the extent the same are available) for use by the BACVB in perpetuity.
- All B-roll footage (as available to IMG) for use by the BACVB in perpetuity.