



## AGREEMENT BETWEEN MARION COUNTY AND HITS, LLC

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **HITS, LLC** ("Recipient"), whose address is **236 Wall Street Kingston, NY 12401** for the **HITS Ocala Winter Circuit (Event I, Weeks 1-3)** (the "Event/Project").

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, County and Recipient hereto agree as follows:

### Article 1 – The Contract:

**1.1** The contract between County and Recipient of which this Agreement is a part, consists of the Contract Documents. The Contract Documents are defined as this Agreement, the Room Night Generating Event–Funding Program Guidelines, incorporated by reference and made a part hereof as Exhibit A, the Recipient’s submitted application, Certificate of Insurance, and any attachments or addendum thereto. The Contract Documents represent the entire and integrated contract between the parties and supersede prior negotiations, representations or agreements, either written or oral. Recipient acknowledges receipt of a copy of the Contract Documents.

### Article 2 - Contract Sum & Payments:

**2.1** Recipient acknowledges that it seeks funding for the Event/Project in the form of a grant from County’s Room Night Generating Event Funding Program (the "Program") governed by County’s Tourist Development Council (the "TDC"). The Program permits the expenditure of certain tax revenues in order to promote tourism. Recipient acknowledges that it has reviewed the Program and the Contract Documents and understands that failure to comply with the Program and the Contract Documents shall jeopardize current and future funding. The obligation of County for payment to Recipient is limited to the availability of funds appropriated for this purpose in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**2.2** Pursuant to the Room Night Generating Events Funding Program Guidelines, County shall make one payment to Recipient as reimbursement for eligible expenses and up to 2,000 verified hotel room night bookings in an amount not to exceed **\$10,000.00 (ten thousand dollars and zero cents)**.

### **2.3** Final Report:

Payment shall not be issued until Recipient has delivered to Ocala/Marion County Visitors and Convention Bureau (the "OMCVCB") a final report containing all eligible expenses incurred and complete detail of the number of hotel rooms booked, if any.

- A. Expenses: Recipient is instructed to refer to the Room Night Generating Event–Funding Program Guidelines for a listing of eligible and ineligible expenses. Claimed eligible expenses shall be fully supported by proofs of purchase (copies are acceptable).
- B. Hotel Rooms: Claimed hotel rooms shall include verified proof of the number of hotel rooms booked. Recipient is instructed to refer to the Room Night Generating Event Funding Program Guidelines for the acceptable format of room verification.
- C. The final report shall contain a completed Revenue and Room Night Certification Form (included in the Contract Documents and available on OMCVCB website at [www.OcalaMarion.com](http://www.OcalaMarion.com)) documenting that funding has contributed to an increase in overnight stays in Marion County. Recipient acknowledges that the TDC will actively avoid becoming a perpetual funding source for any event.
- D. The deadline for submission of the final report to OMCVCB is **60** calendar days after the final date scheduled for the Event/Project. No additions or changes to Recipient’s final report will be accepted by County after that date and County shall not issue any payments for untimely submissions.
- E. Recipient acknowledges that all funds it receives are subject to audit by the Internal Auditor of the Marion County Clerk of Courts or other representative as County may designate.

**Article 3 – Event/Project Eligibility:**

**3.1** To be eligible for Program funds, the Event/Project shall, in part, comply with the Program objective and provide certain deliverables. This Event/Project was recommended to the Board of County Commissioners by the Tourist Development Council on September 25, 2025, and subsequently approved by the Board of County Commissioners on January 06, 2026.

**3.2 Program Objective.**

The Event/Project shall meet the following Program objective, as set forth in Section 125.0104, Florida Statutes:

TOURISM PROMOTION: To promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

Specifically, to qualify for Program funding the Event/Project shall enhance County’s appeal to visitors and support the TDC mission to promote tourism for Marion County.

**3.3 Project Conditions:**

The Project shall adhere to all of the following conditions:

A. Marketing

- (1) Recipient shall credit the OMCVCB on all Project marketing materials online and offline.
- (2) All Project printed and digital marketing collateral and materials, shall include the OMCVCB logo.
- (3) Any use of OMCVCB branding or the OMCVCB name must conform to the requirements of the OMCVCB Brand Toolkit, available at <https://www.ocalamarion.com/media/brand-toolkit/>, and any other guidelines that may be issued by OMCVCB.
- (4) Prior to publication or production, Recipient must provide all proposed items to include OMCVCB branding for review and approval.

**3.4 Event/Project Deliverables.**

The Event/Project shall provide evidence satisfactory to County of the successful completion of all of the following deliverables:

A. Schedule

- (1) The Event/Project shall take place on January 14 – February 01, 2026 at HITS Post Time Farm whose address is 13710 US-27, Ocala, FL 32668. This schedule cannot be modified without written prior-authorization from County. Any request by Recipient to alter the schedule must be made in writing and received by County no later than 90 days before the Event/Project is scheduled to begin.
- (2) Time of the Essence. Time is of the essence in the performance of the Recipient's obligations under this Agreement.

B. Service to County

- (1) The Event/Project shall create paid lodging for County that is subject to Tourist Development Tax (TDT). Tax exempt or complimentary rooms will not be counted toward the deliverables required through the funding guidelines.
- (2) The Event/Project shall create economic activity for County.

**Article 4 – General Responsibilities of Recipient:**

- 4.1 Recipient acknowledges and agrees that the obligations, representations, certifications, and assurances of Recipient in this Agreement, including this Article 4, are material terms of this Agreement and County affirmatively relies upon same as part of the consideration in entering into this Agreement. Any breach of a term of this Agreement is a material breach by Recipient.
- 4.2 Recipient certifies and assures County that Recipient is knowledgeable of and shall comply with all applicable federal, state, and local laws and regulations in executing the Event/Project and shall include this requirement in all subcontracts pertaining to the Event/Project. Recipient has determined for itself whether it is subject to registration with the Florida Department of State. Recipient agrees to furnish all labor, materials, equipment, and services and shall obtain any and all governmental permits necessary to execute the Event/Project. If any part of the Event/Project is not properly permitted prior to execution or completed without proper permits, the Event/Project will be disqualified for funding.
- 4.3 Recipient shall be responsible for its own electricity, water, light, and heat to support the Event/Project, at no cost to County.
- 4.4 Recipient shall provide proof of insurance to County obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. A \$1,000,000 Commercial General Liability Insurance Policy is required for the Event/Project along with "Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers" being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event/Project, but set up days and take down days as well.

**Listing on Certificate of Insurance should read:**

Marion County Board of County Commissioners and its employees  
601 SE 25<sup>th</sup> Avenue  
Ocala, FL 34471

During the term of this Agreement, Recipient at its sole expense, shall provide insurance of such a type and with such terms and limits as noted above. Providing and maintaining adequate insurance coverage is a material obligation of Recipient. Recipient's insurance coverage shall be primary insurance as respects to the County for all applicable policies. The limits of coverage under each policy maintained by Recipient shall

not be interpreted as limiting Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the COUNTY Risk Management department.

The coverages, limits and/or endorsements required herein protect the primary interests of the County, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Recipient against any loss exposures, whether as a result of this Agreement or otherwise.

Marion County Board of County Commissioners, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Recipient. The coverage shall contain no special limitation on the scope of protection afforded to the COUNTY, its officials, employees, or volunteers.

**4.5** If the Event qualifies as an "Equine Activity" as defined in Chapter 773, Florida Statutes, the EVENT HOLDER acknowledges that the COUNTY qualifies as an "Equine activity sponsor" as defined in Chapter 773, Florida Statutes; and

(1) The EVENT HOLDER shall include the following warning notice in all registration forms and documents requiring participants' signatures:

**WARNING**

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

(2) The EVENT HOLDER shall include the above warning notice in all program guides and any other materials for spectators.

(3) The EVENT HOLDER shall post and maintain at least one sign in a clearly visible location near each entrance to the area in which the Equine Activity will take place with the above warning notice in black letters, with each letter to be a minimum of 1 inch in height, with sufficient color contrast to be clearly distinguishable.

**4.6** Recipient shall only receive funding for eligible expenses, as otherwise provided herein. Any funding advanced and later deemed ineligible for any reason, shall be repaid by Recipient to County within thirty (30) days of written request.

**4.7** Recipient shall provide County each of the following, to the satisfaction of County:

- A. Twenty (20) tickets for promotional use, as well as media passes for use by OMCVCB staff to attend and cover the Event/Project for marketing and public relations purposes;**
- B. OMCVCB branded banners on site during the Event/Project provided by County;**
- C. OMCVCB branded jump at the Event/Project furnished by Recipient;**
- D. If desired by County, hospitality seating for 8 during each day of the Event/Project;**
- E. Inclusion in the Event/Project e-blast;**
- F. If applicable, full page ad in the Event/Project program;**
- G. Recognition during public address announcements;**
- H. Inclusion in press releases;**
- I. Focus group surveys/access for research firm;**
- J. Television and livestreaming coverage;**

a. If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);

K. If desired by County, vendor space;

L. Opportunity for County to cross-promote County at other Recipient sanctioned events and venues.

4.8 In the performance of this Agreement, Recipient shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of County, thereby making Recipient solely responsible for the means, methods, techniques, sequences, and procedures utilized by Recipient in the full performance of this Agreement.

4.9 Recipient shall keep records of all transactions related to this Agreement and County shall have the right to review such records. The parties specifically agree that should County request to review such records, Recipient shall produce the records at County's office located at 109 W Silver Springs Blvd., Ocala, FL 34475, during normal business hours.

#### 4.10 Audit.

A. **Subject to Audit.**

All Contract Documents, including this Agreement, contracts between County and Recipient, and any other contracts for the expenditure of TDT revenue, are subject to programmatic and financial audit by the Marion County Clerk of the Court – Internal Auditor, the State of Florida Auditor General, other County staff or authorized personnel or any other governmental representative County may dictate.

B. **Inspection; Public Record.**

All programmatic and financial documents that are part of the Contract Documents are subject to County inspection and made public record.

C. **Additional Information.**

County through the OMCVCB reserves the right to request additional information if deemed necessary during the Term of this Agreement.

D. **Repayment.**

- (1) Recipient may be required to repay all or a portion of Grant monies provided should an audit of County records determine ineligibility of any expenditure or upon the occurrence of a default of this Agreement.
- (2) The Parties expressly and specifically agree that all determinations arising from an audit of County records regarding the eligibility or ineligibility of an expenditure of the Grant funding shall be final and binding.

#### 4.11 Public Records Compliance.

A. Recipient acknowledges that any material, including papers, photographs, films, and audio recordings, made or received by County in connection with Recipient's request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, Recipient acknowledges that it cannot dictate to County what material is open to public inspection or the circumstances under which material is deemed confidential.

B. If, under this Agreement, Recipient is providing services and is acting on behalf of County as provided under Section 119.001(2), Florida Statutes, then, Recipient shall comply with public records laws, specifically:

- (1) Keep and maintain public records required by County to perform the service;
- (2) Upon request from County's custodian of records, provide 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;
- (3) 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 Term of this Agreement and following completion of this Agreement if Recipient does

- not transfer the records to County; and,
- (4) Upon completion of this Agreement, transfer, at no cost, to County, all public records in possession of Recipient or keep and maintain public records required by County to perform the service. If Recipient transfers all public records to County upon completion of this Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of this Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.
- C. If Recipient fails to provide the public records to County within a reasonable time or otherwise, Recipient may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by County.
- D. **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations**  
**601 SE 25th Ave.**  
**Ocala, FL 34471**  
**Phone: 352-438-2300**  
**Fax: 352-438-2309**  
**Email: [PublicRelations@MarionFL.org](mailto:PublicRelations@MarionFL.org)**

**4.12 Default.**

Default under this Agreement is any failure to comply with a term or condition.

**Article 5 – Indemnification and Liabilities:**

- 5.1** To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless County, its officers, board members, agents, representatives, and employees, from and against fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgment and awards, and actions of whatever kind or nature, including attorney's fees, costs (and a reasonable attorney's fee and costs on appeal as well as litigating the issue of the amount of fees to be awarded) , and damages (including, but not limited to, actual and consequential damages, personal injury, bodily injury, sickness, disease or death, and injury to or destruction of tangible property including loss of use resulting therefrom), arising out of or resulting any action or inaction of guests, invitees, participants, spectators, or Recipient, or in any way a result of the Event/Project or the use of County facilities, equipment, or property.
- 5.2** Recipient expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Recipient shall in no way limit the responsibility to indemnify, keep and save harmless and defend County and its officers, board members, employees, agents, and instrumentalities. Nothing herein this Agreement shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2022).

5.3 Recipient acknowledges that County, through the TDC, is only a financial contributor to the Event/Project and not a promoter or co-sponsor and County shall not be responsible for any debt incurred or liability issues that may occur in any way related to the Event/Project.

**Article 6 – Term; Termination of this Agreement:**

**6.1 Term.**

The term of this Agreement begins on the date of the last signature below and ends on the **60<sup>th</sup> calendar day** after the final date scheduled for the Event/Project (the “Term”).

**6.2 Termination.**

County may terminate this Agreement at any time with or without cause. Recipient may terminate this Agreement at any time with cause solely with the approval of County. Any and all decisions made by County concerning termination of this Agreement are binding upon Recipient. Recipient acknowledges that termination of this Agreement does not relieve Recipient of any obligations it may have to the facility, vendors, etc.

**Article 7 – Photo/Likeness Release Form:**

7.1 Recipient acknowledges that the purpose of the Program and the award of Program funding to Recipient, are, in part, to promote County. Recipient grants to County the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or in relation to the Event/Project, including those of Recipient’s employees, volunteers, invitees, and those that contain Recipient’s name, artwork, logo or trademark, for use by County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videotapes or recordings. Recipient affirms it is the legal owner of any artwork, logo or trademark used by Recipient and acknowledges that County is relying on this representation and, to the extent there is any claim by any third party against County, Recipient will indemnify and hold the County harmless as to any such claim or damages arising from such claim. Recipient grants County permission for the photographs, digital images, videotapes, or recordings to be used in their entirety and/or edited versions as deemed necessary by County. It is understood these items will become the property of County and all rights to inspect or approve as well as any royalties or other such compensation are waived. Recipient further grants County permission for the photographs, digital images, videotapes or recordings to be used by County at any time in the future without notice being provided and that County’s use may include for trade, commercial and advertising purposes, to promote the product or service of County, and to simply report happenings in County, and may include the use of items on County websites. Recipient affirms it has made its invitees aware of County’s intentions in this regard and has made the signing of a release a requirement to participate in the Event/Project.

**Article 8 - Scrutinized Companies pursuant to §287.135, F.S.:**

**8.1 Certification.**

- A. If this Agreement is for One Million Dollars or more, Recipient certifies that at the time it submitted its application or proposal for this Agreement or before entering into this Agreement or renewing same, Recipient was not then and is not now:
  - (1) On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
  - (2) Engaged in business operations in Cuba or Syria.
- B. If this Agreement is for any amount, Recipient certifies that at the time it submitted its application or proposal for this Agreement or before entering into this Agreement or renewing same, Recipient was not then and is not now:
  - (1) On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
  - (2) Engaged in a boycott of Israel.

## **8.2 Termination, Threshold Amount.**

County may, entirely at its option, terminate this Agreement if it is for One Million Dollars and Recipient Meets any of the following criteria.

- A. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and Recipient is found to meet any of the following prohibitions:
  - (1) Submitted a false certification as provided under Section 287.135(5), F.S., or
  - (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
- B. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and Recipient is found to meet any of the following prohibitions:
  - (1) Submitted a false certification as provided under Section 287.135(5), F.S.;
  - (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - (3) Been engaged in business operations in Cuba or Syria.
- C. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and Recipient is found to meet any of the following conditions:
  - (1) Submitted a false certification as provided under Section 287.135(5), F.S.;
  - (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
  - (3) Been engaged in business operations in Cuba or Syria; or
  - (4) Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Was entered into or renewed on or after July 1, 2018, and Recipient is found to meet any of the following prohibitions:
  - (1) Submitted a false certification as provided under Section 287.135(5), F.S.;
  - (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - (3) Been engaged in business operations in Cuba or Syria.

## **8.3 Termination, Any Amount.**

County may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria

- A. Was entered into or renewed on or after July 1, 2018, and
- B. Recipient is found to have been placed on the Scrutinized Companies that Boycott Israel List, created Pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

## **8.4 Comply; Inoperative.**

The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Article 8 become inoperative on the date that Federal law ceases to Authorize the State of Florida to adopt and enforce such contracting prohibitions.

## **Article 9 - Discriminatory Vendor List and Convicted Vendor List:**

- 9.1** Recipient certifies and assures County that Recipient has never been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes, or the Convicted Vendor List pursuant to Section 287.133, Florida Statutes, following a conviction for public entity crime. Recipient acknowledges that those that have been placed on either list may not transact business with any public entity with certain conditions for a period of 36 months from the date of being placed on the Discriminatory Vendor List or the Convicted Vendor List.



**Article 10 – Governing Law, Venue, Waiver of Right to Jury Trial:**

**10.1** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, “shall” is always mandatory. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County and (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial.

**Article 11 - Severability.**

**11.1** Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

**Article 12 - Waiver.**

**12.1** No waiver of any default by any Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give another Party any contractual right by custom, estoppel, or otherwise.

**Article 13 - Rights of Third Parties.**

**13.1** Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.

**Article 14 – Transacting Business in Florida:**

**14.1** As of the date of entering this Agreement, Recipient represents that Recipient has been issued a certificate of authority issued by the Florida Department of State, required to transact business in Florida, pursuant to Section 607.1501, Florida Statutes, or a determination has been made by Recipient and its legal advisor that performance of this Agreement will not require any act constituting transacting business in Florida.

**14.2** In the event County, at its sole discretion, determines that Recipient is transacting business in Florida without a certificate of authority issued by the Florida Department of State, County may immediately terminate this Agreement. In the event of such termination, Recipient shall immediately repay all amounts provided to Recipient under this Agreement.

**Article 15 - Sovereign Immunity:**

**15.1** **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided County pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, County’s obligation to indemnify Recipient, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). Notwithstanding anything to the contrary set forth in the Agreement, all liability of County shall be limited to the limits set forth in 768.28, Florida Statutes (2023), whether sounding in contract, tort or otherwise. This Article 15 shall survive the termination of the Agreement.

## **Article 16: - Survival:**

### **16.1 Survival.**

Recipient's obligations and liabilities for Reporting (Article 2); Service to County (Article 3); Record Keeping (Article 4); Audit (Article 4); Public Records (Article 4); Indemnification and Liabilities (Article 5); Photo/Likeness Release Form (Article 7); Governing Law, Venue, Waiver of Right to Jury Trial (Article 10); Severability (Article 11); Transacting Business in Florida (Article 14); and Sovereign Immunity (Article 15), shall survive the termination of this Agreement, or any duties or obligations thereunder, and shall be fully binding until any proceeding which may be brought under this Agreement is barred by the applicable statute of limitations. In addition, any other provisions, or parts thereof, of this ATC which, by their nature, should survive termination or cancellation shall survive.

## **Article 17: Force Majeure:**

17:1 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following **force majeure** events ("**Force Majeure Event(s)**") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

## **Article 18 - Legal Counsel:**

18.1 Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have each had the opportunity to consult with legal counsel of their choice. Recipient agrees and acknowledges that it has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

**MARION COUNTY**, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
GREGORY C. HARRELL  
CLERK OF COURT

BY: \_\_\_\_\_  
CARL ZALAK III  
CHAIRMAN

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
BCC APPROVED:

*for* \_\_\_\_\_  
MATTHEW MINTER  
COUNTY ATTORNEY

ACCEPTANCE DATE: 11/21/75

HITS, LLC. (Recipient)  
By: *[Signature]*  
Printed Name: Peter Englehart  
Its: President  
Date: 12/8/2025  
STATE OF Texas  
COUNTY OF Hays

The forgoing instrument was acknowledged before me by means of  physical presence or  online notarization this 8th day of December, 2025 by Peter Englehart (name of officer, manager, or agent), the President (title) of HITS, LLC. (name of entity acknowledging), a Florida (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced TXDL (type of identification) as identification.



*Vanessa Terrill*  
(Notary Signature and Notary Seal)  
Vanessa Terrill  
(Name of Notary Typed, Printed or Stamped)  
Commission Expires: 2-19-28



## **Exhibit A**

### **Room Night Generating Events**

#### **Funding Program Guidelines**

The Ocala/Marion County Visitors and Convention Bureau (OMCVCB) recognizes events are a major contributor to the overall tourism economy. In order to develop event related tourism, the OMCVCB has put in place these Funding Program Guidelines for events seeking funding. This funding program is conducted in accordance with applicable federal, state and local policies. The Florida State Legislature enacted the Local Option Tourist Development Act (Section 125.0104, Florida Statutes) in response to the growing need of Florida counties to provide additional revenue sources for tourist development in an effort to stimulate the local economy. The Marion County Tourist Development Council (TDC) was created pursuant to Marion County Resolution 04-R-44, as a result of the 2004 passage of the 2% Tourist Development Tax (TDT) and subsequent passage of an additional 2% TDT in 2015, and operates in accordance with Florida State Statute 125.0104. The Tourist Development Tax Revenues are designated to promote Ocala/Marion County as a preferred visitor destination.

#### **ROOM NIGHT GENERATING EVENT FUNDING CRITERIA - STATEMENT OF PAYMENT POLICIES**

Funding will be provided as a reimbursement in direct correlation for room nights generated and approved eligible expenses. For each verified room night, a rebate will be eligible to the Event planner. The rebate schedule for the year will be as follows:

**Quarter 1 (Q1): January – March - \$5 rebate per verified room night**

**Quarter 2 (Q2): April – June - \$10 rebate per verified room night**

**Quarter 3 (Q3): July – September - \$15 rebate per verified room night**

**Quarter 4 (Q4): October – December - \$10 rebate per verified room night**

\* The applicable rebate rate is determined based on the event dates, not the submission date of the funding application.

\*\* If the event dates span two or more quarters, the rebate rate will be determined individually, using specific STR data to assess the timeframe and allocate the event to the appropriate quarter.

\*\*\* Requests for a higher amount will be evaluated on a case-by-case basis. For consideration, the applicant must have a contracted housing bureau ensuring a verifiable tracking method for ALL room nights associated with the event. This provision is not available for any events taking place in Q1 (Jan.-Mar.).

Any Event that estimates producing less than 250 verified room nights will not be eligible to apply. Additionally, reimbursement amounts will be capped at the figure requested on the application and approved by the Marion County Board of County Commissioners. No amounts will be increased retroactively. The maximum funding for any Event by this Program is not intended to exceed \$10,000 during Q1 and \$25,000 during Q2, Q3 and Q4.

## APPLICATION DEADLINE AND GUIDELINES

Applicants seeking funding under this program will not be eligible to apply for funding through any other programs offered by the OMCVCB for the same room-generating event. Applications must be submitted to the OMCVCB no later than 120 days prior to the start date of the event. Completed applications will be date stamped and reviewed by the OMCVCB in the order received. If the event qualifies for room night generating funding, the funding request will be presented to the Tourist Development Council (TDC) for review. If recommended by the TDC, the funding request will be presented to the Marion County Board of County Commissioners (MCBCC) for final approval.

The application will be made available as an online fillable version or hard copy upon meeting with the OMCVCB staff. Applicants will be evaluated for funding eligibility based on a number of qualifying criteria such as anticipated number of room nights, estimated economic impact and marketing plan.

- A. Incomplete applications will not be considered. Not applicable or N/A must be marked if needed.
- B. Applicants must meet with a representative of the Ocala/Marion County Visitors and Convention Bureau (via phone or in person) prior to applying.
- C. A complete marketing plan must be included in the application which integrates the promotion of the event to out of county attendees to be considered.
- D. Only publicly accessible events are eligible for funding through this program. Events that require registration, membership or ticket purchases may still qualify. Only verified room nights for lodging and accommodations within Marion County are eligible for reimbursement. All lodging accommodations listed by an Applicant may be contacted to confirm the number of room nights generated for the Event.
- E. Only rooms subject to Tourist Development Tax shall be credited to reimbursable room nights i.e. rooms exempt from payment of tax or provided on a complementary basis shall be excluded from the final verified room night calculation.
- F. All overnight accommodations used in association with the funded event must be appropriately registered with the Marion County Tax Collector's Office to collect applicable Tourist Development Taxes (TDT). Room nights will not qualify toward funding if the property is not compliant with TDT registration requirements or if the accommodations are not subject to TDT collection. Please refer to the following webpage (<https://www.mariontax.com/td-home>) and Appendix A for additional information about TDT and how to ensure compliance.
- G. Expenditures will be eligible for reimbursement only if the expenses were incurred between the time the funding application was submitted and the end of the event. Proof of payment must be provided and may be submitted in the form of a vendor receipt, front and back copy of cleared check, cash receipt, or credit card statement. Written confirmation from a vendor that an expenditure has been paid in full will also be accepted.
- H. The OMCVCB may request a 'testimonial' for use on its website ([ocalamarion.com](http://ocalamarion.com)) as a condition of reimbursement.
- I. If approved for funding, a camera-ready logo will be provided upon execution of the funding contract. Proofs of all marketing/promotional materials with the logo block must be submitted to [marketing@marionfl.org](mailto:marketing@marionfl.org) prior to production.
- J. Applicant is to have a designated contact(s) (Designee) for the duration of the funding process. The Designee will be responsible for submitting all application documents as well as follow up documentation needed prior to and following the Event.

- K. Any funds granted will be subject to audit by the Marion County Clerk of the Court – Internal Auditor or other representative the County may designate. Any expenditure deemed ineligible as a result of an audit shall be repaid by Applicant to the OMCVCB within 30 days of written demand.
- L. Applicant must provide proof of insurance to County obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A- (A minus). A \$1,000,000 Commercial General Liability Insurance Policy is required for the Event along with “Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers” being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event, but set up days and take down days as well.
- M. Should an Applicant be approved for funding, Applicant will be required to execute its Event in full compliance with all applicable Federal, State and local laws and regulations. A successful Applicant will be required to expressly certify to this compliance in a written funding contract and to be responsible for such compliance by any subcontractor.
- N. Marion County cannot provide Applicant legal advice and it is strongly recommended that any Applicant consult its attorney before requesting funding.
- O. If approved for funding by the MCBCC, applicants will be required to sign a written funding contract outlining specific deliverables and additional terms of funding.

Applicants will be notified of the TDC meeting at which their application is scheduled for review and are required to attend either in person or virtually. However, applicants are not required to attend the MCBCC meeting where their application is scheduled for final review.

#### **REIMBURSEMENT/ACCOUNTABILITY**

Within 60 days after the completion of the Event, Applicant must submit:

1. Eligible reimbursable expenses (with proof of payment and copy of event collateral displaying approved OMCVCB logo block).
2. Invoice for TDC/BCC approved funds (addressed to Ocala Marion/County Visitors and Convention Bureau) and all supporting reimbursement documentation.
3. All hotel room nights generated by the event. This includes all staff, competitors, volunteers, spectators, officials, etc. that stayed in paid accommodations. Rooms nights must be verified directly by a lodging/accommodation site. If a complete and accurate reimbursement request is not submitted within 90 days following the completion of the event, the approved funds will be forfeited.

## ELIGIBLE USE OF FUNDS

The following is a list of how Tourist Development Funds are to be used to promote tourism for Marion County.

1. Promotional/Marketing Expense - These expenses must include the OMCVCB logo or utilize the OMCVCB name.
  - a. Promotional expenses in conjunction with the room night generating Event to increase participation and bring out-of-county visitors that will stay in overnight accommodations and generate Tourist Development Tax within Ocala/Marion County as a result of the room night generating Event.
  - b. Advertising and publicity outside of the Marion County area to increase participation, attendance and awareness of the room night generating Event and generate hotel room nights:
    - Print
    - Radio
    - Online/Social Media Advertising
    - Television Advertisements
    - Outdoor Signage/Banners
    - Poster/Flyers/Brochures
    - Media Events
    - Direct Mail
    - Event Banners
    - Printing Collateral
    - Live-Streaming production expense of the Event
  - c. Artwork- Graphic Design – The OMCVCB logo block and name inclusive on all digital and printed material associated with the room night generating Event and listed as a sponsor of the room night generating Event including t-shirts, room night generating Event merchandise, and or give away items.
2. Operational Expense  
Operational expenses are attributed purely to the development/production of the room night generating event that specifically targets and promotes out-of-county visitors to come to Marion County.
  - A. Sanction fee/ Rights holder fees
  - B. Rental fees for publicly-owned event venues/facilities.
  - C. Event specific rental items.
  - D. Room night generating Event related judges, officials, or umpires.
  - E. Additional necessary operational expenses, as approved per Florida State Statute 125.0104, and indicated in the final motion to approve funding.



## **INELIGIBLE USES OF FUNDS**

### **FUNDS MAY NOT BE USED FOR:**

1. Prize money, scholarships, awards, plaques, trophies, certificates;
2. Privately-owned event venues/facilities.
3. Marketing/Promotional materials that do not include the Ocala/Marion County Visitors and Convention Bureau logo block;
4. Any and all travel expenses. (includes, but is not limited to, car rental fees, airline tickets, hotels, food, luggage fees, etc.);
5. Private entertainment, food, beverages, or any type of concession;
6. Annual operating expenditures;
7. Legal, engineering, accounting, auditing, planning, feasibility studies or other consulting services;
8. Employee salaries;
9. Real property or capital improvements to facilities;
10. Tangible personal property including but not limited to items reusable outside of the Event operations such as clipboards, radios, office furnishings, or equipment;
11. Interest or reduction of deficits and loans;
12. Expenses incurred or committed outside the event period – which begins on the date the funding application is submitted and ends on the final day of the event.
13. Advertising and promotional materials distributed after the Event.
14. Receptions or social functions other than those specifically designed for pre-event media promotional purposes;
15. Sales tax;
16. Website design not specific to the room night generating Event;
17. Ongoing or annual facility maintenance;
18. Items required or services offered by the rented facility that are not expended or consumed by the Event.
19. The provision of regular or additional law enforcement protection at the Event.

## **RFP DISTRIBUTION AND ROOM NIGHT TRACKING**

Room nights can be verified using the room night certification form, a room night pick-up report, a housing bureau pick-up report, or email correspondence from lodging providers. If the applicant intends to use an alternate form of verification, the OMCVCB must be notified in advance for approval of the proposed tracking method. A minimum of 250 room nights will need to be verified in order to be eligible to receive any funding.

**For all Events that are funded by the OMCVCB, the following procedure must take place to secure hotel accommodations:**

1. Applicant must include the OMCVCB logo block and link [www.ocalamarion.com](http://www.ocalamarion.com) on the Event website.
2. If no host or overflow hotel has been identified, a hotel Request for Proposal (RFP) must be sent out via the OMCVCB office in order to secure hotel rooms for the Event.
3. If a host or overflow hotel has been identified, it must be disclosed in this application.
4. When the applicant has selected the participating hotel(s) from the RFP responses, Applicant must notify the OMCVCB. It is the responsibility of Applicant to establish a system with the hotel to track and document all Event related room nights.
5. The applicant may list any number of 'participating hotels' on the event website and may include any amount of information about these hotels, such as pictures, amenities, and other details, as long as the listed hotels are located in Marion County.
6. When using the Room Night Certification Form this form needs to be filled out and signed by an authorized representative of the lodging partner. An alternative verification method will be considered but the Certification Form is preferred. The Room Night Certification form will be provided to the applicant upon request.

**Copies of the following items should be attached to your application:**

- List of Applicant's current Officers and/or Board members (if available).
- Applicant's W-9 tax form for post-event reimbursement.
- Overall marketing plan for the room night generating Event.

APPENDIX A



GEORGE ALBRIGHT, MARION COUNTY TAX COLLECTOR  
 TOURIST DEVELOPMENT  
 PO BOX 63  
 Ocala, Florida 34478-0063

352-368-8209  
 352-368-8112

The Tourist Development Tax is a 4% charge on the revenue collected on the rental of any living quarters or accommodation in a hotel, apartment, motel, vessel, condominium, mobile home, time-share, cottage, or a single or multi-family dwelling that is rented for a period of six months or less.

Marion County does not have a contact with any of the rental platforms (Airbnb, VRBO, Home away, etc.), therefore it is the property owner's responsibility to pay the 4% Tourist Tax for Marion County.

Pursuant to Florida Statute 212.15(1) taxes are due the first day of the succeeding month and will be delinquent on the 21<sup>st</sup> of such month.

As the property owner it is your responsibility to pay your tourist tax each reporting period in a timely manner. If you have zero rentals you are responsible for filing a zero return each period you have no rentals.

A 10% penalty or a minimum late fee of \$50 and daily interest rate will be charged per reporting period for noncompliance.

Payments may be made online at <https://www.mariontax.com/TouristLogin.asp> or via mail.

Example of how to calculate the Tourist Development tax:		
1. Gross Rental Receipts	\$	Enter the total amount of rental for the reporting period.
2. Minus(-) Exempt Rental Receipts	\$	Enter any rental exempt from the Tourist Development Tax.
3. (=) Taxable Rental Receipts	\$	Enter amount of taxable rentals (Line 1 minus (-) Line 2).
4. Total Tax Collected 4%	\$	Enter the total of Tourist Tax collected with is 4% of Line 3.
5. Adjustments (if applicable)	\$	Enter any Over/Under Payments from previous reporting periods.
6. Total Tax Due	\$	Enter the total of Line 4, plus/minus (+/-) Line 5.
7. Minus(-) Collection Allowance	\$	Enter 2.5% of first \$1,200 of Line 6 if this return is filed within 20 days from the last of the reporting month, \$30 maximum.
8. Plus(+) Penalty	\$	If delinquent, enter 10% of the amount of Line 6 or \$50, whichever is greater.
9. Plus(+) Interest	\$	The interest rate is variable. You will need to contact our office at (352) 368-8209 for instructions.
10. (=) Total Amount Due	\$	Enter total due with return, add (+) Line 6, minus (-) Line 7, plus (+) Line 8, plus (+) Line 9.

Any question, please email [tmccann@mariontax.com](mailto:tmccann@mariontax.com) or call 352-368-8209.

Sincerely,  
*Tammy McCann*  
 Deputy Tax Collector