

## **SPONSORSHIP AGREEMENT**

**THIS SPONSORSHIP AGREEMENT** (“Agreement”) effective as of the date last signed by all Parties (hereinafter, the “Effective Date”), is made and entered into by and between Marion County, a political subdivision of the State of Florida, for the benefit of Marion County Parks and Recreation (“**County**”), and Florida Hospital Ocala, Inc., a Florida not for profit corporation d/b/a AdventHealth Ocala (“**SPONSOR**”), whose address is 1500 SE 1<sup>st</sup> Ave., Ocala, FL 34471. The Agreement will be binding, upon the parties for consideration and signature, and upon the following terms and conditions:

### **1. Sponsorship Rights and Benefits.**

(i) Sponsor agrees to be the official and exclusive health organization sponsor of County’s Rotary Sportsplex facility in consideration of Sponsor’s payment of One Million Dollar (\$1,000,000.00) to County upon execution of this agreement. In exchange for Sponsor’s payment of the aforesaid Sponsorship Fee, Sponsor’s company logo is to be shown in a branded archway structure at the north entry to the two lower soccer fields at the Rotary Sportsplex facility and on said facility’s two synthetic turf fields (collectively hereinafter referred to as “the turf fields”, for a period of ten (10) years from the commencement of the Sponsorship Term.

(ii) County further agrees to provide Sponsor with the following benefits during the Sponsorship Term:

- a. Inclusion of Sponsor’s name in every County mention, including digital, print and press releases referring to the turf fields;
- b. Providing Sponsor with regular opportunities to highlight Sponsor’s brand with teams playing at the turf fields for tournaments, etc., through branded giveaways, with the prior approval of the tournament director. Sponsor shall assume all costs associated with the giveaway items;
- c. County will not accept any other sponsorships, advertising, or promotional agreements for the turf fields with any other hospital or other person or entities whose business is the provision of health care services offered by Sponsor and/or its affiliates;
- d. County grants Sponsor a Right of First Refusal to renew the Agreement prior to its presentation to any other entity. In order to exercise its right hereunder, Sponsor must deliver written notice to County of its election no later than six (6) months prior to the expiration of the initial Sponsorship Term. Upon the earlier to occur of (a) the expiration of the initial Sponsorship Term or (b) the time when County has received written confirmation from Sponsor regarding its exercise of its Right of First Refusal, Sponsor shall be deemed to have made its election with respect to this Right of First Refusal.
- e. County will add Sponsor’s logos to each of the two synthetic turf fields based on County’s prior approval of promotional materials as provided in Section 8 herein.

f. County represents that the life of the branded fields and branded archway referenced in Section 1.(i) above, is 10 years. At or prior to that time, Sponsor will be given an opportunity to renew or extend its sponsorship of the synthetic turf fields.

g. County shall provide Sponsor with guidance on allowable advertisements on and directly around the synthetic turf fields in connection with Sponsor's status as the official and exclusive Sponsor of the County's Rotary Sportsplex facility, as provided in Section 8 herein.

**2. Sponsorship Term.** This Agreement shall commence as of the Effective Date and continue for a period of ten (10) years, designated as the Initial Term. Provided Sponsor is not then in default of any of the terms and conditions of this Agreement, Sponsor shall have one (1) option to renew this Agreement for one (1) additional ten (10)-year period, upon terms to be mutually agreed to by the Parties, in writing, at that time. Sponsor shall give written notice to County of its desire to exercise this option not less than six (6) months prior to the expiration of the Initial Term.

**3. Sponsorship Fee.** In consideration for entering into this Agreement, Sponsor agrees to pay County the sum of One Million Dollars (\$1,000,000.00) as a Sponsorship Fee. All payments due from Sponsor shall be in the form of a check made payable to "Marion County" and shall be due in two (2) installments of Five Hundred Thousand Dollars (\$500,000.00) each on September 3, 2025 and on March 1, 2026.

**4. Endorsement Disclaimer.** Nothing in this Agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that County supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Sponsor; or (ii) that County endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Sponsor.

**5. Amendment.** This agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.

**6. Relationship of the Parties.** The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

**7. Use of County's Name.** Except as authorized herein, Sponsor shall not leverage its sponsorship position or use the name or mark of the County in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of County.

**8. Prior Approval of Promotional Materials.** Sponsor must obtain the prior written approval of County's Parks & Recreation Department as to all proposed promotional, advertising, identification or other logo applications prepared by Sponsor pursuant to this Agreement prior to their publication, circulation, or display. Sponsor shall place the indicia "SM" or "TM" next to each use of any Mark.

**9. Recognition.** All copy and graphics proposed for display by Sponsor for its recognition are subject to approval by the County's Parks & Recreation Department. The County shall have the right to decline to display any copy or graphics which is in violation of any statute, regulation or ordinance, or which the County reasonably considers to be misleading or offensive or in violation of any Contract obligation. The County shall not display any logo, sign, banner, or other visual display nor shall it print, publish, or distribute any written or visual material from Sponsor which contains a comparative or qualitative

description of Sponsor's product, price information or any other indications of savings or value about Sponsor's product, any message that otherwise endorses Sponsor's product or induces one to purchase or use Sponsor's product.

10. **No Assignment.** This Agreement and all rights and duties hereunder are personal to Sponsor and shall not, without the written consent of the County, be assigned, mortgaged, sublicensed or otherwise encumbered or transferred by Sponsor or by operation of law.

11. **No Joint Venture.** This Agreement does not authorize Sponsor to do business under the name of County or County's Parks & Recreation Department or any name similar thereto, or to enter into any contracts or agreements of any type in the name of, or on behalf of any of these parties. The Sponsor is not empowered to state or simply imply, either directly or indirectly, that Sponsor or its activities, other than pursuant to the agreement herein, are supported, endorsed or sponsored by the County and upon the direction of the County, Sponsor shall issue express disclaimers to the effect. Nothing herein shall be construed to place the parties in the relationship of partners or joint-venturers, nor shall any similar relationship be deemed to exist between them.

12. **Indemnification.** Each party shall indemnify and hold harmless the other party and its respective directors, officers, agents and employees, from and against any and all damages, losses and all claims, counterclaims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, without limitation, attorney's fees and legal costs by reason of any claim, suit or judgment arising or alleged to arise from, or relating to: (1) this Agreement; (2) the negligent acts or willful misconduct of party, its employees, agents or contractors; or (3) any liability for fraud, misrepresentation, copyright or trademark infringement in connection with the other party's name and/or logo displayed pursuant hereto. . This Section 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 (2024) with respect to actions in tort, contract or otherwise. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure Sponsor for Sponsor's negligence.

13. **Notices.** Any notices to be made hereunder shall be made in writing and shall be sent by hand delivery, facsimile with confirmation receipt, overnight courier or certified United States mail, return receipt requested, with postage prepaid. Each party may, by notice to the other party as provided herein, change the address to which notices or payments thereafter shall be sent:

a. Notices to Sponsor:

AdventHealth Ocala  
Attn: Sara Russell  
Marketing Director  
1500 SW First Avenue  
Ocala, FL 34471

[Sara.russell@adventhealth.com](mailto:Sara.russell@adventhealth.com)  
352-690-5707

Copy to:  
Legal Services  
AdventHealth West Florida Division  
14055 Riveredge Drive, Suite 250  
Tampa, FL 33637

- b. Notices to County shall be sent to:  
Jim Couillard  
Director, Marion County Parks & Recreation  
111 SE 25<sup>th</sup> Ave.  
Ocala, FL 34471  
Tel. (352) 671-8560  
Fax. (352) 671-8550  
Email: jim.couillard@marionfl.org

**14. Termination with Cause.** Either party may terminate this Agreement, effective upon delivery of a termination notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled, if (i) the other party fails to perform a material duty or obligation under this Agreement, and that failure is not (a) cured to the satisfaction of the non-defaulting party within thirty (30) days following written notice of the failure to the defaulting party, or (b) to the extent not reasonably curable within the thirty (30) day time period, attempted to be cured within the thirty (30) day period and, thereafter, pursued diligently until cured to the satisfaction of the non-defaulting party within a reasonable time period; or (ii) any of the representations or warranties made by the other party to this Agreement prove to be untrue or inaccurate in any material respect.

**15. County's Rights to Terminate.** County may immediately terminate this Agreement upon written notice to Sponsor, if County determines that continued affiliation with Sponsor is inconsistent with County's mission or philosophy and/or adversely impacts the reputation of County. If County terminates this Agreement under this Section 15, Sponsor will only be required to pay for a pro-rata portion of the Sponsorship Payment due to County based on the Sponsorship Recognition actually provided to Sponsor by County prior to termination. If Sponsor has, as of the effective date of termination, paid to County more than the pro-rata amount, County will refund the difference to Sponsor within thirty (30) days after the effective date of termination

**16. Governing Law.** The Agreement is being made and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida. Notwithstanding anything to the contrary set forth in the Agreement, Sponsor acknowledges County's duties under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), to provide public access to County's records and to hold them open for personal inspection and copying by any person. Sponsor acknowledges that the Parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, with regard to the Agreement and Sponsor affirms that said laws supersede any contrary or inconsistent terms of the Agreement.

**Public Records Questions Contact.**

**IF SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE 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)**

**17. Waiver.** The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall have been deemed to have been made unless expressed in writing by such party.

**18. Severability.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.

**19. Force Majeure.** If either party is unable to perform any obligation hereunder by reason of any event beyond such party's reasonable control, including but not limited to fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, lockout or labor dispute, war (declared or undeclared), terrorist threat or activity, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within either party's control (each a "Force Majeure" event or occurrence), such party shall be excused from performance and may terminate this Agreement upon written notice to the other party.

**20. Entire Agreement.** This Agreement supersedes all prior negotiations, understandings and agreements between the parties hereto and constitutes the final and complete understanding of the parties regarding the subject matter hereof, and both parties acknowledge and agree that neither party has relied on any representations or promises in connection with this Agreement not contained herein. This Agreement may not be amended or modified except by a subsequent written instrument evidencing the express consent of each of the parties, duly executed by the parties.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties have entered into this Agreement, on the date of the last signature below.

**COUNTY**

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

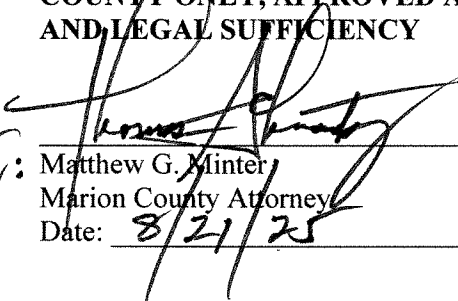
**SPONSOR**

Florida Hospital Ocala, Inc., a Florida not for  
profit corporation d/b/a AdventHealth Ocala

By: \_\_\_\_\_  
Kathy Bryant  
Chairman  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Erika Skula  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

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

for:  \_\_\_\_\_  
Matthew G. Minter  
Marion County Attorney  
Date: 8/21/25