



**AGREEMENT BETWEEN MARION COUNTY AND
OCALA CIVIC THEATRE, INC.**

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Ocala Civic Theatre, Inc.** ("Recipient"), whose address is **4337 E. Silver Springs Blvd Ocala, FL 34470-5001** for **Arts and Cultural Destination Enhancement Funding Program** (the "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 Arts and Cultural Destination Enhancement Funding Program Guidelines, the Recipient's submitted application (including the Letter of Intent), 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 is requesting funding for the Project in the form of reimbursement from County's Arts and Cultural Destination Enhancement Funding Program (the "Program") governed by County's Tourist Development Council (the "TDC"). These funds are provided as "seed funding" to encourage organizations to become self-sufficient and are not intended as a perpetual revenue source. 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 failure to comply with the Program and the Contract Documents shall jeopardize current and future funding.
- 2.2** With regard to the Project, County shall make one payment to Recipient as reimbursement for eligible expenses in an amount not to exceed **Seven Thousand and Five Hundred Dollars and no cents (\$7,500)**.

2.3 Final Report and Reimbursement:

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.

- A. Expenses: Recipient is instructed to refer to the Arts and Cultural Destination Enhancement 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. Matching Funds: Recipient must provide a 50% match (in-kind or monetary) of the award amount.
- C. The deadline for submission of the final report to OMCVCB is **90 days after the program/event concludes**. Reimbursement requests must include proof of payment, such as "paid" vendor credit card receipts or copies of the front and back of cleared checks. 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.
- D. Recipient acknowledges that all funds it receives are subject to audit by the Marion County Clerk of the Court – Internal Auditor or other representative as County may designate.

Article 3 – Event/Project Eligibility:

To be eligible for Program funds, the Project shall, in part, comply with the Program objective and provide certain deliverables. This Project was reviewed by the Tourist Development Council for recommendation to the Board of County Commissioners on **January 15, 2026**.

3.1 Program Objective:

The 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.

3.2 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. Failure to do so will result in disqualification from receiving reimbursement.

3.3 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 **April 2026-December 2026 in Marion County, Florida**. 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 encourage paid lodging for County that is subject to Tourist Development Tax (TDT). Tax exempt or complimentary rooms will not be considered toward the deliverables outlined in the funding guidelines.

(2) The Event/Project shall create economic activity for County.

Article 4 – General Responsibilities of Recipient:

4.1 MEETINGS: Recipients are required to meet at least twice per year (in person or via teleconference) with OMCVCB representatives to coordinate marketing.

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/Program and shall include this requirement in all subcontracts pertaining to the Event/Program. 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 Project. If any part of the Project is not properly permitted prior to execution or completed without proper permits, the Project will be disqualified for funding.

4.3 Recipient shall be responsible for its own electricity, water, light, and heat to support the Event/Program, at no cost to County.

4.4 RECIPIENT shall provide proof of insurance within fourteen (14) days of contract approval 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-. Proof of coverage provided to County should be an Accord Certificate of Insurance and contain the following: A Commercial General Liability Insurance Policy is required in the amount of at least \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury, \$1,000,000, and \$50,000 Fire Legal Liability Coverage. COUNTY, 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 – The coverage shall contain no special limitation on the scope of protection afforded to COUNTY, its officials, employees, or volunteers.

Listing on Certificate of Insurance should read:

Marion County Board of County Commissioners and its employees
601 SE 25th 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/Program for marketing and public relations purposes;
- B. Banners on site during the Event/Program;
- C. If desired by County, hospitality seating for 8 during each day of the Event/Program;
- D. Inclusion in the Event/Program e-blast;
- E. Full page ad in the Event/Program program;
- F. Recognition during public address announcements;
- G. Inclusion in press releases;
- H. Focus group surveys/access for research firm to attend the event;
- I. Television and livestreaming coverage;
- J. 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. County shall have the right to review such records at County's office 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 Project 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@MarionCountyFL.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 costs and fees on appeal), 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 from guests, invitees, participants, spectators, or any action of Recipient, or in any way a result of the Project or the services, events, or products advertised.
- 5.2 Recipient acknowledges that County, through the TDC, is only a financial contributor to the 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 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 90th calendar day after the final date scheduled for the Event/Project (the "Term").

- 6.2 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 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 Project.

Article 8 – Governing Law, Venue, Waiver of Right to Jury Trial, Severability:

- 8.1** 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.
- 8.2** Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- 8.3** 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 9 - Rights of Third Parties.

- 9.1** 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 10 - Sovereign Immunity:

- 10.1** 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 11 - Survival:

11.1 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); Severability (Article 8); and Sovereign Immunity (Article 10), 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 12 - Force Majeure:

12.1 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 13 - Legal Counsel:

13.1 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
CHAIRMAN

DATE: _____

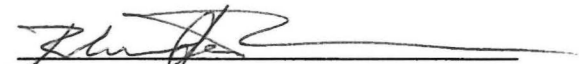
DATE: _____

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

for: 
MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 2/3/26

Ocala Civic Theatre, Inc. (Recipient)

By: 
Printed Name: Greg Thompson
Its: Executive & Artistic Director
Date: 2/12/26

STATE OF Florida
COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this February 12th, 2026 by Greg Thompson (name of officer or agent), the Ex. & Artistic Director (title) of Ocala Civic Theatre (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced DL# T512-727-64-124 (type of identification) as identification.




(Notary Signature and Notary Seal)
Doris Busbee
(Name of Notary Typed, Printed or Stamped)

Commission Expires: 2-20-2028