



# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke Corry (Dept) Visitors & Convention Bureau - 2870  
 Last First  
 (Title) Group Sales Supervisor (Phone) 352-438-2839  
 Signature Corry Locke Date Wednesday, February 12, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:  New Document  Review & Comment  RESUBMIT LRM No. 2025-58  
 Approve as to Form  Other

### Description of Request

We are requesting a legal review of the policy and contract associated with the Bid Fee Funding Program. These were previously approved but edits have been to include a force majeure clause to the contract and to replace the reference of 'CVB' in the policy with 'VCB'. A Word document is available for editing.

For more information or discussion, contact:  Same as above  
 (Name) Solomon Samantha (Title) Sales Service Specialist (Phone) 352 438 2815  
 Last First

Agenda Item?  Yes  No Agenda Date: \_\_\_\_\_  
 Agenda Deadline Date for Legal: \_\_\_\_\_ Agenda Deadline Date for Admin: \_\_\_\_\_

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-58 Resubmit

Assigned to:  Matthew Guy Minter, County Attorney  Dana E. Olesky, Chief Asst. County Attorney  Thomas Schwartz Asst. County Attorney  Valdoston Shealey Asst. County Attorney

Outcome:  Approved as to form and legal sufficiency  Approved with revisions:  Suggested  Completed  Other: \_\_\_\_\_  
 Date Received: \_\_\_\_\_

**RECEIVED**  
 By Marion County Attorney- AT at 1:47 pm, Feb 12, 2025

Attorney Signature: Thomas Schwartz Date 2/12/25  
 Staff Signature: Whitney Guck Date: 2/12/25 Returned:  Department  Admin  \_\_\_\_\_  
 Completed



## AGREEMENT BETWEEN MARION COUNTY AND [RECIPIENT]

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **[RECIPIENT]**, whose address is **[USE ADDRESS FROM SUNBIZ]** for the **[NAME OF EVENT]** (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, 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 under an approved 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 The payment from the County for the Event/Project shall be **[AMOUNT APPROVED BY TDC/BCC] per event year** (as hereinafter defined). The payment for the year of the Effective Date shall be paid within sixty (60) days of the Effective Date. Thereafter, the County shall make one payment for each subsequent Event Year no later than sixty (60) days prior to the date the Event/Project for such Event Year is scheduled to begin. With regard to the Event/Project, County shall make one payment to **[RECIPIENT]**, in full within 60 days of execution of this agreement for the bid fee in an amount not to exceed **[AMOUNT APPROVED BY TDC/BCC] per event year** for this [year] agreement.

2.3 Recipient acknowledges that all funds it receives are subject to audit by the Internal Auditor of the Marion County Clerk of Courts or other representatives 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 **DATE**, and subsequently approved by the Board of County Commissioners on **DATE**.

**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 **[DATE OF EVENT, VENUE and Address]**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.

B. Service to County

- (1) The Event/Project shall create paid lodging for County that is subject to the collection of 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.

C. Marketing

- (1) Recipient shall credit the OMCVCB on all Event/Project marketing materials online and offline.
- (2) All Event/Project printed and digital marketing collateral and materials, including t-

shirts, Event/Project merchandise, and give away items, shall include the OMCVCB logo or, if space does not permit, shall include the OMCVCB logo type and the following tagline: "This event is funded in part by the Ocala/Marion County Visitors and Convention Bureau" and the OMCVCB's URL - [www.OcalaMarion.com](http://www.OcalaMarion.com).

**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, a political subdivision of the State of Florida, its officials, employees, and volunteers  
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 ten (10) days of written request.

4.7 **Recipient shall provide County each of the following, to the satisfaction of County:  
[CHANGE BASED ON DELIVERABLES PER EACH EVENT, IF THERE IS ANY. IF NONE, PLEASE REMOVE SECTION AND RENUMBER.]**

- 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. **Banners on site during the Event/Project;**
- C. **Branded jump at the Event/Project;**
- 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. **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;**
- K. **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);**
- L. **If desired by County, vendor space;**
- M. **Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**
- N. **Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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 OR if the event does not take place in Marion County for whatever reason.
- (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.

**THIS SPACE IS INTENTIONALLY LEFT BLANK**

**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: \_\_\_\_\_  
KATHY BRYANT  
CHAIRMAN

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

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

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

\_\_\_\_\_  
MATTHEW MINTER  
COUNTY ATTORNEY

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

[RECIPIENT]           (Recipient)

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

Printed Name:           [AUTHORIZED SIGNER FOUND IN SUNBIZ]          

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025 by           [AUTHORIZED SIGNER FOUND IN SUNBIZ]           (name of officer, manager, or agent), the \_\_\_\_\_ (title) of           [RECIPIENT]           (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 \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Notary Signature and Notary Seal)

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)  
Commission Expires: \_\_\_\_\_



## **Event Bid Fee / Rights Fee Policy**

**Purpose:** The purpose of this policy is to establish clear guidelines for evaluating and determining whether the Ocala/Marion County Visitors and Convention Bureau (OMCVCB) will consider a bid fee or rights fee to secure an event for the destination. The goal is to ensure that such decisions are made strategically, considering the potential economic impact, alignment with destination goals, and overall benefits to the community. The OMCVCB accepts, reviews, and processes bid fees/rights fees on behalf of the Tourist Development Council. Bid fees are provided in accordance with applicable federal, state, and local policies, as specified under Florida State Statute 125.0104.

**Approval Process:** Requests for bid fees or rights fees must be reviewed by the OMCVCB sales team and would require recommendation by the Tourist Development Council to the Marion County Board of County Commissioners for approval.

**Assessment Criteria:** The OMCVCB will consider a bid or rights fee only if the event meets a majority of the following criteria:

1. **Economic Impact:** The event is expected to generate significant tourism revenue for the local economy mainly through hotel stays but also dining, shopping, entertainment, etc. Bid fees will be considered when the projected economic impact and return on investment (ROI) are favorable for Marion County.
2. **Brand Alignment:** The event aligns with the destination's brand and enhances the reputation and visibility of the destination to key target audiences.
3. **Strategic Alignment:** Some events align strongly with the destination's tourism goals, whether by attracting a key demographic, building on a destination's strengths (e.g., sports, culture), or supporting a broader marketing campaign. In such cases, paying a fee can strengthen the destination's appeal in those sectors.
4. **Seasonality:** The event helps address seasonal demand by attracting visitors during off-peak periods or fills gaps in the destination's calendar. Events scheduled during off-peak tourism seasons or need periods may qualify for bid fee support if they help fill occupancy gaps and stimulate local business during slow periods.
5. **Media Exposure:** The event offers potential for substantial media exposure and marketing opportunities that amplify the destination's reach and visibility.
6. **Marketing and Media Value:** In cases where an event provides significant media exposure—such as being broadcast nationally or internationally and/or livestreamed online—the value of the marketing exposure may justify the fee, particularly if it is difficult to quantify through direct economic impact alone.
7. **Legacy Impact:** The event is likely to create long-term benefits for the community, including increased interest in repeat visitation, development of local sports or cultural programs, or infrastructure improvements. The OMCVCB may be more inclined to pay a bid fee for events that have the potential to return on an annual basis, creating a sustainable economic benefit for multiple years.



8. **Competitive Positioning:** Paying a fee can make the destination more competitive against other cities or regions vying for the same event. In cases where the event rights holder is actively considering multiple locations, a bid fee can give the destination an edge. In most cases, an event organizer would require a bid fee if the event is awarded to a destination as part of the competitive bid process.
9. **Ability to secure event:** Events will not be considered for bid fee or rights fee funding if they have not previously required a bid fee, if they are held in other destinations without a bid fee, or if they would still choose to come to the destination without the payment of a bid fee. Only events that explicitly require a bid fee to secure their location in the destination will be eligible for consideration under this program.

#### Rationale for Not Paying a Bid/Rights Fee:

1. **Limited Economic Return:** If the projected economic benefits of the event do not justify the cost of the bid fee, the OMCVCB will not provide funding. Events that fail to generate sufficient hotel room nights, restaurant traffic, or visitor spending would not warrant the investment.
2. **Event Saturation:** If the destination already has a full calendar of events during the proposed time, adding another event may create diminishing returns or logistical challenges. The VCB may decline to pay a fee if the event conflicts with or oversaturates the destination's event offerings.
3. **Risk of Over-Dependence on Fees:** The OMCVCB will avoid setting a precedent of routinely paying bid fees, as this could encourage event rights holders to anticipate compensation for every opportunity. **Decisions will be made based on strategic priorities rather than as a blanket policy.**
4. **Event Previously Hosted in Destination/Already Secured:** If an event has previously been hosted without a bid fee or the OMCVCB is aware of other destinations securing the event without paying a bid, this sets a precedent that a fee may not be required, nor should a bid fee be paid.
5. **Unestablished Events:** For new, unproven events with no history of success, the OMCVCB may opt not to offer a bid fee due to the risk of poor attendance or lack of financial viability.
6. **Budget Constraints:** The OMCVCB operates within an established budget and would only consider funding a bid fee if adequate funding is available.

#### Application Guidelines – No formal written application is required.

- Events interested in pursuing a Bid Fee from the OMCVCB must submit a letter of intent.

**OR**

- An RFP detailing the event must be submitted for consideration.