



**AGREEMENT BETWEEN MARION COUNTY AND
ADVENTURE OCALA, LLC., DBA
NAVENTURE - OCALA**

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Adventure Ocala, LLC DBA Naventure - Ocala** ("Recipient"), whose address is **26701 East Highway 40 Silver Springs, FL 34489** for **Marketing Assistance Funding Program Reimbursement** (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 Marketing Assistance 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 is requesting funding for the Project in the form of reimbursement from County's Marketing Assistance 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.

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 **Five Thousand Dollars and no cents (\$5,000)**. All eligible expenses must be incurred from the date of execution of this Agreement to **September 30, 2026**, hereby designated as the deadline for the Project's completion, (the "Project End Date") in order to be entitled to reimbursement.

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.

- A. Expenses: Recipient is instructed to refer to the Marketing Assistance 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. The deadline for submission of all required documentation, including the final report and reimbursement material to OMCVCB is **September 30, 2026** (the "Project End Date"). All supporting documentation must have verifiable dates which fall within the fiscal year in which the funds were approved. 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.
- C. 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 –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 recommended to the Board of County Commissioners by the Tourist Development Council on **August 20, 2025** and subsequently approved by the Board of County Commissioners on **November 04, 2025.**

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.

Specifically, to qualify for Program funding the Project shall "enrich the visitor experience, encourage repeat visitations through local business promotions, inspire brand adoption and support tangible marketing materials highlighting tourism activities in Marion County."

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.
- B. All marketing efforts must be approved and deployed within three (3) months of the contract's execution but, no later than March 2, 2026.

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.

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 WINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 9/24/25

Adventure Ocala, LLC., DBA Naventure - Ocala (Recipient)

By: Ashley Parks

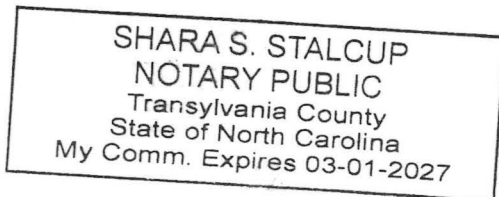
Printed Name: Ashley Parks

Its: Finance Team Leader

Date: 10/7/2025

STATE OF North Carolina
COUNTY OF Transylvania

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this Oct 7 2025, 2025 by Ashley Parks (name of officer or agent), the Finance team leader (title) of Adventure Ocala LLC (name of corporation acknowledging), a NC (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced NCI 25879151 (type of identification) as identification.



Shara S. Stalcup
(Notary Signature and Notary Seal)

Shara S. Stalcup
(Name of Notary Typed, Printed or Stamped)

Commission Expires: 3-1-2027