

Event Marketing Agreement

This Event Marketing Agreement ("Agreement"), dated as of August 22, 2019 (the "Effective Date"), is by and between Florida Citrus Sports Events, Inc., a Florida not-for-profit corporation with offices located at One Citrus Bowl Place, Orlando, FL 32805 ("Organizer"), and Orlando/Orange County Convention & Visitors Bureau, Inc., a Florida not-for-profit corporation with offices located at 6277 Sea Harbor Drive, Suite 400, Orlando, FL 32821 ("Visit Orlando").

Organizer is the organizer of the Events (as defined below); and

Organizer and Visit Orlando have reached agreement on terms and conditions upon which Organizer will provide marketing opportunities to Visit Orlando at the Events (as set forth in Schedule B) and wish to memorialize that agreement herein.

The parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms have the following meanings:

"Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that a party (as a Disclosing Party) considers confidential or proprietary, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information does not include information that: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

"Events" means the events described in Schedule A.

"Event Materials" means materials presented, distributed, or otherwise provided by Organizer or any other person or entity at or in connection with the Events.

"Marketer Obligations" means Visit Orlando's obligations set forth in Schedule C.

"Marketing Benefits" means the benefits Organizer is required to provide to Visit Orlando under this Agreement as set forth in Schedule B.

"Media Integration Payment" is the amount payable by Visit Orlando to Organizer under this Agreement, as set forth in Schedule C.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local or

foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Mark” means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service.

“Organizer Marks” means those Marks identified as “Organizer Marks” in Schedule D.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Representatives” means, with respect to a party, such party’s officers, employees, consultants, and legal advisors.

“Visit Orlando Marks” means those Marks identified as “Visit Orlando Marks” in Schedule D.

2. Marketing; Exclusivity. Organizer hereby engages Visit Orlando, and Visit Orlando hereby accepts such engagement, each subject to the terms and conditions set forth in this Agreement, to be the sole destination marketer at the Events. Organizer represents, warrants, covenants, and agrees that Visit Orlando is and will be the Events’ sole marketer in the destination/location category.

3. Marketing Benefits. In consideration of Visit Orlando’s payment of the Media Integration Payment and performance of the Marketer Obligations, Organizer shall provide Visit Orlando with the Marketing Benefits set forth in Schedule B.

4. Media Integration Payment and other Marketer Obligations. In consideration of and subject to Organizer’s provision of the Marketing Benefits and other undertakings hereunder, Visit Orlando shall: (a) pay Organizer the Media Integration Payment as and when set forth in Schedule C; and (b) on a timely basis, perform its other Marketer Obligations set forth in Schedule C.

5. License Grants.

- a. Visit Orlando hereby grants Organizer, and Organizer hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Visit Orlando Marks in the United States (“Territory”) solely as necessary to provide the Marketing Benefits during the Term.
- b. Organizer hereby grants Visit Orlando, and Visit Orlando hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Organizer Marks in the Territory during the Term: (i) in its advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites and mobile apps, to identify and promote its association with and its status as a marketer at the Events; and (ii) on Events collateral that Visit Orlando is obligated or otherwise permitted to create and distribute at or in connection with the Events.

- c. Each party shall submit to the other examples of all proposed uses of the Organization Marks or Visit Orlando Marks, as applicable, for written approval by the other party.
 - d. Each party shall use the other party's Marks solely in accordance with the other party's trademark usage guidelines and quality control standards as the same may be updated from time to time. If either party is notified in writing by the other party that any use does not so comply, such party shall immediately remedy the use to the satisfaction of the other party or terminate such use. Neither party shall use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other party's Marks. All uses of a party's Marks, and all goodwill associated therewith, shall inure solely to the benefit of such party, and each party shall retain all right, title, and interest in and to its Marks.
6. Event Obligations. Organizer shall, at its sole cost and expense:
- a. create, program, advertise, market, promote, produce, and manage the Events as described in Schedule A;
 - b. notify Visit Orlando immediately in writing of any planned or anticipated changes to the Events;
 - c. on a timely basis secure, and throughout the Events, fully comply with all licenses, permits, and approvals required by applicable Law in connection with the Events; and
 - d. otherwise comply, and cause its subcontractors and all other Event marketers to comply, with all applicable Laws.
7. Insurance.
- a. Throughout the Term, Organizer shall maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage: (i) Commercial General Liability insurance with minimum coverage of at least \$1,000,000 per occurrence, \$5,000,000 aggregate including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Organizer under this Agreement; (ii) Automobile Liability insurance with minimum coverage of at least \$1,000,000 per occurrence; (iii) Cyber Risk insurance with minimum coverage of at least \$1,000,000 per claim; (iv) Advertising Liability insurance with minimum coverage of at least \$1,000,000 per claim; and (v) Workers' Compensation insurance to the extent required by law.
 - b. Organizer shall provide Visit Orlando with 30 days' advance written notice in the event of a cancellation or material change in Organizer's insurance policy. Except where prohibited by law, Organizer shall require its insurer to waive all rights of subrogation against Visit Orlando's insurers and Visit Orlando. The insurance and insured limits set forth above shall not be considered a limitation of Organizer's liabilities hereunder, nor an agreement by Visit Orlando to assume liability in excess of said amounts or for risks not insured against by Visit Orlando.

8. Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until the later of completion of the Events or both parties' fulfillment of their respective obligations under Section 2 and Section 4 (the "Term").

9. Termination.

- a. Visit Orlando may terminate this Agreement without cause at any time upon at least 14 days' prior written notice to Organizer.
- b. Visit Orlando may terminate this Agreement immediately upon written notice to Organizer if, in Visit Orlando's sole discretion, the value of the marketing association for Visit Orlando is materially diminished, or such association may cause Visit Orlando harm to its reputation, as a result of:
 - i. a material change in the Event, including a change in its timing, location, content, purpose, or target audience, including any change that is caused by or related to a Force Majeure; or
 - ii. a material change in, or unavailability of, some or all of the Marketing Benefits where no acceptable substitute is provided; or
 - iii. Organizer's or any of its officers', directors', or employees' engaging in, or any of their or the Event's, becoming the subject of a regulatory or law enforcement inquiry or action alleging conduct that is unlawful, unethical, or otherwise harmful to the reputation of the Organizer or the Events.
- c. Either party may terminate this Agreement, immediately upon written notice to the other party if:
 - i. the other party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 5 days after the non-breaching party provides the breaching party with written notice thereof; or
 - ii. the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. On expiration or earlier termination of this Agreement:
 - i. all licenses granted hereunder will also terminate and each party shall immediately cease using the other party's Marks and return to the other party such other party's Confidential Information;

- ii. the parties will be relieved of their respective further obligations under Section 3 and Section 4; and
- e. if Visit Orlando terminates this Agreement early pursuant to Section 9b or Section 9c, Organizer shall (A) refund to Visit Orlando that portion of all previously paid Media Integration Payments allocable to the balance of the Term remaining following termination. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 9d, this Section 9e, Section 10, Section 11, Section 12 and Section 14.

10. Representations and Warranties.

- a. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- b. Organizer further represents and warrants that the Organizer Marks and Visit Orlando's use thereof in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.
- c. Visit Orlando further represents and warrants that the Visit Orlando Marks and Organizer's use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.

11. Indemnification.

- a. Organizer shall indemnify, defend, and hold harmless Visit Orlando and its officers, directors, employees, agents, successors, and assigns (each, a "**Visit Orlando Indemnatee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**"), resulting from any claim, suit, action, or proceeding (each, an "**Action**") arising out of or related to: (i) the Events, including Organizer's advertising, marketing, or promotion of the Events, the Organizer Marks and Event Materials; (ii) any use, presentation, display, or distribution of Visit Orlando Marks in a manner not

expressly permitted by this Agreement; or (iii) Organizer's breach of any representation, warranty, covenant, or obligation of Organizer under this Agreement.

- b. Visit Orlando shall indemnify, defend, and hold harmless Organizer and its officers, directors, employees, agents, successors, and assigns (each, an "**Organizer Indemnitee**") from and against all any and all Losses resulting from any Action arising out of or related to: (i) the Visit Orlando Marks, solely as used, presented, displayed, and distributed without alteration and otherwise in strict compliance with this Agreement or (ii) Visit Orlando's breach of any representation, warranty, covenant, or obligation of Visit Orlando under this Agreement.

12. Confidentiality. In connection with this Agreement, each party (for purposes of this Section 12, the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (for purposes of this Section 12, the "**Receiving Party**"). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party shall:

- a. not access or use the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement;
- b. not use the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive benefit with respect to the Disclosing Party;
- c. not disclose or permit access to Confidential Information other than to its Representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; and (B) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 12; and
- d. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;

The Disclosing Party is responsible for ensuring its Representatives' compliance with, and shall be liable for, any breach by its Representatives of this Section 12. Notwithstanding the foregoing, Visit Orlando maintains the right in its sole discretion to release this Agreement (i) when prudent to do so in response to a request for public records even though Florida's Public Records Act does not apply to Visit Orlando, (ii) to Orange County, Florida which may elect to disclose the terms of this Agreement in its discretion, or (iii) otherwise as it deems appropriate

13. Force Majeure.

- a. Any delay or failure of either party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such party's control, without such party's fault or negligence and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of

terrorism) (each, a "Force Majeure Event"). Organizer shall give Visit Orlando prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Organizer shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

- b. Section 13a does not limit or impair Visit Orlando's right to terminate this Agreement pursuant to Section 9(b)i, notwithstanding that such change may result from or be related to a Force Majeure.


14. General.

- a. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- b. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or use the other party's Marks except as expressly permitted under this Agreement or with the prior written consent of the other party.
- c. All notices required under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth above (or to such other address that the receiving Party may designate from time to time in accordance with this Section 14(c). Unless otherwise agreed herein, all Notices must be either delivered by personal delivery or by nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) on receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section 13.4.
- d. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- e. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- f. Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other party's prior written consent. Any purported assignment, delegation, or transfer in violation of this Section 14(f) is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.


- g. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- h. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- i. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- j. This Agreement and any claim arising out of or related to this Agreement or the business relationship of the Parties shall be governed, enforced, and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles to the extent such principles would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Each Party irrevocably and unconditionally irrevocably consents to the exclusive jurisdiction of the federal or state courts in Orange County, Florida. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties waive any argument/claim of forum non conveniens.
- k. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

By signing below, Visit Orlando and Company each agree that it has carefully read and fully understood this agreement, and each agrees to be bound by terms of this agreement with each signatory representing and warranting he/she has authority to sign for and bind the indicated party.

ORLANDO/ORANGE COUNTY
CONVENTION & VISITORS BUREAU, INC.

By: 
Name: Nancy K. H. 1 CP
Title: CEO C.V.B.

FLORIDA CITRUS SPORTS EVENTS, INC.

By: 
Name: Kenneth D. Ribbons
Title: President

SCHEDULE A

Events

College football games:

1. Camping World Kickoff game – 8/24/19
2. Camping World Bowl – 12/28/19
3. Citrus Bowl – 1/1/20

/

SCHEDULE B

Marketing Benefits

Organizer shall provide Visit Orlando, as a marketer, with the following (“Marketing Benefits”):

Specifications of each benefit will be mutually agreed upon by the parties.

Camping World Kickoff -- Florida vs. Miami (8/24/19)

- 2 in game features during live primetime television broadcast on ESPN
- 2 billboards with tagline during live primetime television broadcast on ESPN
 - Added value: Organizer shall use its best efforts to obtain the opportunity for video footage supplied by Visit Orlando to be shown on ESPN. Organizer will encourage use for bumps in telecast.
- Rotating banner ads across Kickoff game site to encourage Orlando offerings (minimum of 250,000 impressions)
- Digital integration with Fan Guide/Orlando section of Camping World Kickoff website. Link to custom Visit Orlando pages designed for fans or existing Visit Orlando pages from designated tourism categories such as theme parks, shopping, nightlife, golf, and Magical Dining
- Social media integration highlighting Orlando attractions leading up to the game
 - Social and digital marketing will have an emphasis on Magical Dining, “The Unexpected Orlando”, or other Visit Orlando initiatives
- Full page ad in official game program
- In-stadium LED exposure promoting Orlando offerings (Magical Dining or other local/in state initiative)
- In-stadium TV visible field level signage panel
- Inclusion of Visit Orlando information within “Know Before You Go” e-blast to all ticket purchasers. Content will be provided to each school for their respective KBYG e-blasts

Camping World Bowl – 12/28/19; Citrus Bowl – 1/1/20

- Three :30 commercial spots during each national TV broadcast on ABC (total of 6 spots)
- Rotating banner ads across bowl game websites to encourage Orlando offerings (minimum of 500,000 impressions)
- Digital integration with Fan Guide/Orlando section of Camping World Bowl and Citrus Bowl websites. Link to custom Visit Orlando pages designed for fans or existing Visit Orlando pages from designated tourism categories such as theme parks, shopping, nightlife, and golf

- Inclusion of Visit Orlando content in “Orlando Marketing Kits” created by Organizer and provided to schools to encourage fans to attend a game and stay an extra night in Orlando. Content may include custom landing pages for each school with attraction discounts and offerings. Content will be provided ahead of team selection to ensure all potential teams are equipped with ‘Orlando’ information.
- Social media integration highlighting Orlando attractions leading up to game
 - Social and digital marketing will have an emphasis “The Unexpected Orlando”, or other Visit Orlando initiatives
- Full page ad in official game programs
- In-stadium TV visible signage for each bowl game
- Fan guide inclusion and digital inclusion on school websites with offerings/discounts with the goal to encourage fans to stay an extra night.
- Bowl manual inclusion of offerings to be provided to schools and fans as soon as teams are announced.
- Inclusion of Visit Orlando visitation information within “Know Before You Go” e-blast to all ticket purchasers. Content will be provided to each college for their respective KBYG e-blasts

Other ESPN Opportunities

- Organizer shall use its best efforts to provide Visit Orlando with in-stadium LED marketing opportunities and TV broadcast opportunities during the Orlando Invitational (week prior to Thanksgiving).

SCHEDULE C

Media Integration Payment & Marketer Obligations

Media Integration Payment

\$250,000 (“Media Integration Payment”), payable as follows:

\$50,000 due October 1, 2019

\$75,000 due November 1, 2019

\$125,000 due December 1, 2019

Marketer Obligations

Visit Orlando shall provide the Visit Orlando Marks to Organizer (“Marketer Obligations”)

SCHEDULE D

Marks

Visit Orlando Marks

To be provided by Visit Orlando

Organizer Marks

To be provided by Organizer