

**MAIN SPONSOR AGREEMENT**

Effective Date: December 2, 2019

This **MAIN SPONSOR AGREEMENT** (this "**Agreement**") is entered into by PGA TOUR, Inc. ("**TOUR**"), and ~~PGA TOUR XXXXXXXX~~ ("**Company**"). The "**Effective Date**" of this Agreement is set forth above.  
City of Doral

**COMPANY AND BASIC TERMS**

Company Legal Entity: City of Doral

Contact Name: Albert Childress Acct. No.: \_\_\_\_\_

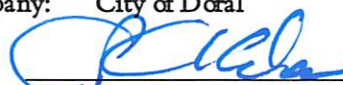
Phone Number: 305-593-6690 Email Address: Albert.childress@cityofdoral.com

Address: 8401 NW 53 Terrace  
*Street Address*  
Doral FL 33166  
*City State ZIP Code*

<b>Tournament:</b>	
2019 PGA TOUR Latinoamérica Tour Championship ("Event")	
<b>Location:</b>	<b>Dates:</b>
The 2019 PGA TOUR Latinoamérica Tour Championship will be held at Trump National Doral in Miami, Florida.	December 2-8, 2019
<b>Inventory: TOUR will provide to Company the following:</b>	
Company will receive the Inventory listed in <u>Exhibit B</u> .	
<b>Investment: TOUR will receive the following benefits and/or credits from Company:</b>	
TOUR will receive the Investment described in <u>Exhibit C</u> .	
<b>Term of this Agreement:</b>	
The term of this Agreement shall commence as of the Effective Date, shall be effective commencing on December 2, 2019 and, unless sooner terminated as provided below, shall terminate ten (10) days following the conclusion of the Event. (the " <b>Term</b> ")	

TOUR and Company have fully reviewed and agreed to this Agreement, including the full Terms and Conditions of this Agreement, attached hereto as Exhibit A and incorporated herein by reference.

Company: City of Doral


By:   
*(signature)*

Name: Albert P. Childress

Title: City Manager

Date: Dec 5, 2019

PGA TOUR, Inc.


By:   
*(signature)*


Name: Leonard D. Brown, Jr.

Title: Chief Legal Officer

Date: 12/5/2019

APPROVED

Chief Financial Officer 

Chief Legal Officer 



**EXHIBIT A**  
**TERMS AND CONDITIONS**

- 1. TAXES AND PAYMENT DISCLOSURE.** TOUR will separately list in all invoices any taxes applicable to this Agreement. Company acknowledges that tax legislation may be amended from time to time and alter the tax amount applicable to this Agreement. TOUR will be responsible to adjust as necessary the tax applicable to any unpaid balance on this Agreement, and Company shall be responsible for payment of applicable tax amounts. The amount of the Investment is not tax deductible as a charitable contribution. Company shall keep, maintain and preserve in its principal place of business during the term of this Agreement and at least three (3) years following termination or expiration of this Agreement, complete and accurate books, accounts, records and other materials covering all transactions related to this Agreement. Upon reasonable notice, TOUR and/or its duly authorized representatives shall have the right to inspect and audit all materials related to this Agreement. Such materials shall be available for inspection and audit (including photocopying) during reasonable business hours at any time during the term of this Agreement and at least three (3) years following termination or expiration hereof.
- 2. GIFTS, AWARDS & INCENTIVES.** *Company solely responsible for verifying permission to participate.* Some companies do not allow their employees to receive gifts, awards or incentives or to participate in rewards programs. If any gifts (e.g., Pro-Am), awards or incentives (e.g., travel reward points) are included in the Inventory, it is Company's sole responsibility to apply its own policies regarding participation. In certain jurisdictions, the provision of, or receipt of, gifts, awards and other incentives by individuals may trigger tax/social security and or other liabilities on the part of Company and/or the relevant individual. By signing this Agreement, Company understands and agrees to declare and promptly pay any such taxes, contributions or payments for which it is liable from time to time. Company and such individual are solely responsible for all federal, state and local taxes (including income and withholding taxes) and shall pay, or cause to be paid, any such liabilities, it being agreed that TOUR is not liable for such amounts in any way whatsoever. Any gifts, awards or other incentives redeemed by Company or other individual hereunder are one-off, non-continuous benefits and do not give rise to any right to additional remuneration (or any exception thereof) as part of any employment package.
- 3. DELIVERY OF INVENTORY.** TOUR shall not be obligated to provide the Inventory until TOUR receives full and timely receipt of the Investment from Company. TOUR reserves the right to modify the Tournament Location and/or Dates in its sole discretion and/or to substitute any Inventory item with an item of equal or greater value. TOUR will notify Company of any such modification via regular mail and/or email. Company shall receive the Inventory at such rescheduled or relocated Tournament. No such modification shall entitle Company to reduce the amount of the Investment. Company acknowledges that the product listed in the Inventory may vary (i.e. in location, structure, amenities, etc.) and agrees that, in such instance, the alternate product will be of equal or greater value. TOUR shall work in good faith to provide Company with options for the alternate product, but in no event shall such options include a reduction of the Investment or a termination of this Agreement. Company agrees to provide the Investment to TOUR on a turnkey basis. Company acknowledges and agrees that TOUR shall have obligations only to Company based on this Agreement, and if Company retains or contracts with third parties for equipment or services, that Company shall have complete and sole responsibility to pay any such third parties and Company will indemnify TOUR for any amounts owed or claimed owed to such third parties.
- 4. WEATHER & POLICY.** Company acknowledges and agrees that it shall not be entitled to reduce the Investment in the event the Tournament or any element of the Inventory is cancelled, postponed, delayed, shortened, or rescheduled due to weather, an act of God, state of war, union strike or any other condition beyond the reasonable control of TOUR. In the event the Tournament or any element of the Inventory is postponed, delayed or rescheduled due to any of the reasons listed above, Company shall receive the Inventory at the rescheduled Tournament or substitute Inventory of equal or greater value at no additional charge to Company. If the Tournament or any element of the Inventory is cancelled in its entirety prior to commencement of competitive play or fulfillment of the applicable element and not rescheduled, TOUR shall not be entitled to the Investment, except for the amount of any costs irrevocably incurred (e.g., construction, décor, custom printing, or Tournament tickets if the Tournament has not been cancelled).
- 5. NO LICENSE.** Company acknowledges and agrees that, unless specifically detailed in the Inventory, no right or license to the use of any TOUR (including its affiliates) or Tournament trademarks, names or logos has been granted hereunder, and Company shall not use, in any manner, any TOUR (including its affiliates) or Tournament trademarks, names or logos to create or imply an association between the parties without TOUR's prior written consent. Should TOUR allow the use of Tournament name or trademarks under this Agreement, all promotional materials (including websites and other collateral) must be approved in advance by TOUR. Notwithstanding the foregoing, Company may acquire products (goods, merchandise or other items) bearing the trademarks, names, or logos of the Tournament sourced only from official licensees of TOUR. TOUR shall provide Company contact information for official licensees of TOUR upon request.
- 6. MEDIA RIGHTS.** Company acknowledges and agrees that TOUR owns all media rights (now existing and to be developed) associated with the Tournament and all onsite activities and venues (collectively, "PGA TOUR Event"), and, as such Company agrees not to transmit or facilitate transmission of any account, description, picture, or reproduction of any PGA TOUR Event, including, without limitation, scoring-related data, without the specific advance written permission of TOUR.

7. **PRODUCTS.** Company shall not distribute goods or merchandise at the Tournament without prior written consent of TOUR.
8. **PURCHASER'S PROPERTY.** Property of any kind brought to the Tournament by Company, its employees, contractors, agents and guests shall be at Company's sole risk and shall be removed nightly and/or secured by Company at Company's sole expense and discretion. TOUR shall have the right to remove any such property remaining after the conclusion of the Tournament; to store such property at Company's risk and expense; to impose additional rental for such time as the presence of the property shall restrict TOUR's ability to use the storage premises; or to treat any such property as abandoned by Company and take possession thereof. Company hereby waives any right to claim the value of or any damage to such abandoned property and agrees that TOUR may recover from Company the cost of disposing and/or storing same and, after thirty (30) days following conclusion of the Tournament, may sell the same at public auction and apply the proceeds first to the expense of sale, then to TOUR's expenses, and finally to Company. Company shall assume all risk of damage to and loss by theft or otherwise of the property of Company, its employees, contractors, agents and guests and shall expressly release and discharge TOUR from any and all liability for any such loss. TOUR requires that incident reports be completed in all cases of personal injury, theft, vandalism, etc. Such incidents should be reported immediately so proper investigations can be initiated.
9. **ADMITTANCE.** TOUR reserves the right to refuse or revoke admittance to the Tournament or Pro-Am for any person who acts in a disorderly or disruptive manner, as determined by Tournament officials and/or refuse or revoke use of any other privileges granted in this Agreement due to such conduct. In such event, Company shall not be entitled to receive the value of any unused Inventory.
10. **YOUTH POLICY.** Children and youth eighteen years of age and younger admitted free with ticketed adult; provided, however, youth access is restricted to grounds only (no hospitality access).
11. **NO RESELLING.** No privileges contained in the Inventory, including, without limitation, badges, credentials and/or tickets, may be conveyed, assigned, sold or otherwise transferred to another person or entity for financial consideration without prior written consent of TOUR. In the event of any such conveyance, assignment, sale or other transfer, TOUR shall have the right to refuse or revoke use of any badge, credential, ticket or other privilege provided in the Inventory, and Company shall not be entitled to receive the value of any unused Inventory.
12. **CONFIDENTIALITY.** While providing the Investment to TOUR, Company will not place or permit any signage or logos of any type (except as might be specifically approved by TOUR in advance in writing). Except as may be explicitly stated in the Inventory or Investment, nothing herein gives either party the right to use the other party's name, logos or trademarks in any manner whatsoever absent separate, prior written consent by the other party.
13. **INDEMNIFICATION.** Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes.
14. **TERMINATION/CANCELLATION.** This Agreement may be terminated by TOUR if the Tournament loses its title sponsor. Otherwise, this Agreement may not be terminated or canceled unless due to breach by Company or TOUR, which breach is not cured within ten (10) days of notice by the non-breaching party. In the event of breach by Company, TOUR shall still be entitled to the Investment and shall have the right to pursue all available remedies at law or otherwise. In the event of termination or breach by TOUR, TOUR shall not be entitled to the Investment except for the amount of any costs irrevocably incurred by TOUR in provision of the Inventory to Company as of the date of such termination or breach (e.g., construction, décor, custom printing, or Tournament tickets if the Tournament has not been cancelled).
15. **WARRANTIES/REPRESENTATIONS.** If Company is a corporate entity, Company is an entity duly formed, validly existing and in good standing under the laws of the state in which it is organized and is qualified to do business in all jurisdictions in which the nature of its business or assets would so require. Company has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement by Company and the consummation of the transactions contemplated hereby have been duly and validly authorized. This Agreement constitutes a legal, valid and binding agreement of Company and is enforceable against Company in accordance with its terms. Company agrees that it and any employees, agents or contractors it may employ shall comply with all applicable laws, statutes, ordinances, rules and regulations of any governmental authority and with any rules or regulations promulgated by TOUR. Company warrants that the goods covered by this Agreement will conform to the specifications, drawings, samples, or other description furnished or specified by Company, will be fit and sufficient for the purpose intended.

16. **RELATIONSHIP OF THE PARTIES.** Each party is an independent contractor to the other hereunder and nothing herein shall be construed to make either party the partner, employee, joint venturer or agent of the other party and neither party shall have the right or power to obligate or bind the other in any manner whatsoever. Neither party shall be deemed nor shall it or its agents, contractors or employees hold themselves out as the other party's agents, contractors, employees or servants. Neither party shall withhold from any of the consideration provided to the other party hereunder, except when required by law, any amount for federal income taxes, social security, Medicare, or any other legal deductions for any employees of the other party, payment of which shall be the responsibility of the party providing the consideration. Further, neither party shall make premium payments or contributions for any workers' compensation or unemployment compensation benefits for any employees of the other party, payment of which shall be such other party's responsibility.

17. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. No waiver of any default will be deemed a waiver of any other default. Company may not assign its rights or obligations hereunder without prior written consent of TOUR. No amendment to this Agreement shall be effective unless in writing and executed by all parties. This Agreement contains the entire agreement between the parties with respect to its subject matter and may be executed in any number of counterparts, including via facsimile, and each such counterpart shall be deemed an original. The individual signing this Agreement on behalf of Company represents and warrants that he/she has requisite authority to bind Company to its terms.

**EXHIBIT B**  
**INVENTORY**

Company will receive the following Inventory in connection with the Event:

- City of Doral logo on printed materials and tournament website
- VIP tickets to the 18<sup>th</sup> hole for City Commissioners and one guest each
- Invitation to the Mayor of Doral to attend and make a brief speech at the trophy presentation
- Free grounds tickets for City of Doral employees and their families

**EXHIBIT C**  
**INVESTMENT**

Company will provide the following to TOUR at least thirty (30) days prior to the commencement of the Event:

- Twenty-five Thousand Dollars (\$25,000 USD)

**RESOLUTION No. 19-269**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE 2019 PGA LATINOAMÉRICA TOUR CHAMPIONSHIP EVENT SPONSORSHIP; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the PGA TOUR, Inc. (“Applicant”) is requesting Sponsorship from the City of Doral to provide financial support for the “2019 PGA TOUR Latinoamérica Tour Championship (“Event”); and

**WHEREAS**, the “2019 PGA TOUR Latinoamérica Tour Championship (“Event”)” is an annual event that provides an opportunity for local businesses in the golf industry to introduce their products to residents and visitors; and

**WHEREAS**, this event showcases Doral serves as a place of gathering for residents, business owners and visitors to socialize in a festive tournament setting.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein.

**Section 2. Approval.** The Mayor and City Council hereby approve the PGA TOUR, Inc., USA. (“Applicant”) in the amount of \$25,000 to sponsor the “2019 PGA TOUR Latinoamérica Tour Championship (“Event”)”.

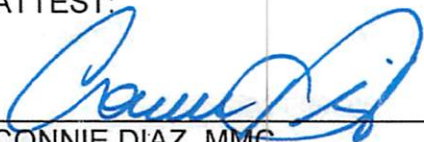
**Section 3. Effective Date.** This resolution shall be effective upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Not Present at Time of Vote
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 19 day of November, 2019.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:  
  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY