

EVENT SPONSORSHIP AGREEMENT

THIS Sponsorship Agreement ("Agreement") is made and entered into as of this 02 day of MARCH, 2023, by and between Leon Sports Corp (hereinafter referred to as the "LEON SPORTS"), and the City of Doral, a Florida municipal corporation (hereinafter referred to as the "CITY").

WITNESSETH

WHEREAS, LEON SPORTS applied for a Special Event Permit to host "Come Doral," a race to be held on March 18, 2023, at Doral Meadow Park, 11555 NW 58 Street, Doral, Florida 33178 (the "EVENT"); and

WHEREAS, on October 26, 2022, the CITY approved the Special Event Permit pursuant to Resolution No. 22-210; and

WHEREAS, on February 8, 2023, the CITY approved sponsorship of the EVENT pursuant to Resolution No. 23-26; and

WHEREAS, the Event will promote fitness and wellness, which is in line with the CITY's health initiatives; and

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

A. TERMS OF SPONSORSHIP

The LEON SPORTS and CITY agree, as a condition of entering into this Agreement, that LEON SPORTS and the EVENT will comply with Section 35-23 of the City Code of ordinances.

B. SPONSORSHIP TERMS AND CONDITIONS

1. There will be no waiver of the CITY's actual costs incurred by the CITY to provide services to support the event.
2. The sponsorships shall be limited to the waiver of the CITY's park and athletic field fees, which amount is \$785.00. There shall be no cash contribution made by the CITY.
3. LEON SPORTS shall provide the CITY with certified copies of its two

most recent tax returns and an income statement, statement of comprehensive income, balance sheet or statement of cash flow.

4. LEON SPORTS shall comply with all governmental requirements and laws applicable to the conduct of its business and the production of the Event.
5. LEON SPORTS shall provide a final report to the CITY, which report shall include third-party verification of event outcomes including, without limitation, event attendance figures, media impressions generated by the event.
6. The CITY shall have the right to audit LEON SPORTS' compliance with Agreement and performance hereunder, in accordance with generally accepted accounting principles.
7. LEON SPORTS may utilize the CITY's logo solely in connection with the promotion of the EVENT and in a manner that reflects that the CITY is a sponsor. The CITY's logo may not be altered, cropped or reconfigured in any way.
8. The CITY shall receive sponsorship recognition, on all media or promotional platforms related to the EVENT, at the same sponsorship level as other sponsors providing financial or other support comparable to the CITY's sponsorship.

C. MAINTENANCE

LEON SPORTS agrees to remove all refuse or debris generated by its use(s) and shall repair all damage to CITY property caused by the EVENT or its guests. During the EVENT, LEON SPORTS agrees to comply with all applicable rules, laws and regulations of the City, County, State, and/or Federal Government.

D. RISK OF LOSS

In no event shall the CITY be liable, or responsible for injury, loss, or damage to the property, improvements, fixtures, and/or equipment belonging to, in the care of, or rented by LEON SPORTS, its officers, agents, employees, invitees, or patrons. In addition, the CITY will not be held liable for any act of negligence, whether such damage or injury results from conditions arising upon the area, or upon other portions of the area, or from other sources.

E. HAZARDOUS MATERIALS

The LEON SPORTS shall not use, maintain, permit or allow the use of any Hazardous Materials, including the treatment, storage, or disposal, on CITY property, any part thereof, or immediately surrounding or through any access easement or path to CITY property, without the prior written consent of CITY. "Hazardous Materials" shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (x) cause or significantly contribute

to an increase in mortality or in serious illness, or (y) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable Laws (collectively "Environmental Laws"). LEON SPORTS shall immediately notify CITY of the presence or suspected presence of any Hazardous Materials, on or about CITY property and shall deliver to CITY any notice received relating thereto.

F. ASSIGNMENT

Except as otherwise provided, LEON SPORTS shall not assign, transfer, or otherwise dispose of this Agreement for the term hereof.

Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

G. TERMINATION

This Agreement may be terminated immediately by CITY upon written notice to LEON SPORTS.

H. ATTORNEYS' FEES AND WAIVER OF JURY TRIAL

In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

I. NOTICES/AUTHORIZED REPRESENTATIVES

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, electronic mail, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

- For the City:

Barbara Hernandez City Manager
City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166

- With a Copy to:

Valerie Vicente
Interim City Attorney City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida
33166

- For Leon Sports:

Eduardo Orozco
President
11605 NW 89th ST. #201. Doral FL, 33178.

J. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

K. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

L. INDEPENDENT CONTRACTOR

LEON SPORTS and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

M. COMPLIANCE WITH LAWS

The parties shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to this Agreement.

N. WAIVER

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

IN WITNESS WHEREOF, the City and LEON SPORTS have caused this Event Sponsorship Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY OF DORAL, FLORIDA

B.H. _____

3/20/2023

Barbara Hernandez

LEON SPORTS CORP.

 _____

Eduardo Orozco

City Manager Title:

Approved as to form and Legal Sufficiency:

Valerie Vicente _____

Interim City Attorney

Council



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 800-426-2889 FAX (A/C, No): 260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-kk.com PRODUCER CUSTOMER ID:														
INSURED Leon Sport, Corp 10352 SW 1ST ST Miami, FL 33174 A Member of the Sports, Leisure & Entertainment RPG	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Mutual Insurance Company	23787	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** W02395852 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG000007893700	03/18/2023 12:01 AM EDT	03/19/2023 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG000007893700	03/18/2023 12:01 AM EDT	03/19/2023 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.
 Event Name: Run Doral Type of Event: Walk and Run Distance: 1/2 Marathon
 Event Date (including ancillary events and set-up/tear-down): 3/18/2023 to 3/18/2023 Number of Participants: 450 Event Location: Doral Meadows Park , 11555 NW 58th Street, Doral

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER City of Doral 8401 NW 53rd Terrace Doral, FL 33166 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Coverage is only extended to U.S. events and activities.
 ** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

POLICY NUMBER: 6BRPG0000007893700

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>City of Doral 8401 NW 53rd Terrace Doral, FL 33166</p> <p>Named Insured: Leon Sport, Corp</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

RESOLUTION No. 23-26

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE 2023 CORRE DORAL EVENT SPONSORSHIP IN THE AMOUNT OF \$785.00; WHICH AMOUNT REPRESENTS A WAIVER OF THE PARK AND ATHLETIC FIELD RENTAL FEES; AUTHORIZING THE USE OF THE CITY LOGO FOR SAID EVENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Leon Sport Corp (the "Applicant") applied for a Special Event Permit to host "Corre Doral," a race to be held on March 18, 2023, at Doral Meadow Park, 11555 NW 58 Street, Doral, Florida 33178 (the "Event"); and

WHEREAS, on October 26, 2022, the City of Doral approved the Special Event Permit pursuant to Resolution No. 22-210; and

WHEREAS, the Event will promote fitness and wellness, which is in line with the City of Doral's health initiatives; and

WHEREAS, the Event will also serve to promote the City of Doral, as the Event is estimated to have approximately 500 participants, as well as attendees and spectators; and

WHEREAS, this Event further serves as a gathering place for residents, business owners and visitors to support the local economy; and

WHEREAS, sponsorship of the Event will be mutually beneficial as it will allow the City to promote services and programs, and broaden the City's reach in the community; and

WHEREAS, the Applicant agrees to be subject to the terms and conditions of Section 35-23 of the City of Doral's Code of Ordinances, and further agrees to enter into a sponsorship contract with the City of Doral to memorialize the same; and

WHEREAS, the City of Doral now finds that the Event benefits City residents,

contributes positively to the recognition and image of the City of Doral, supports the City of Doral's mission, and provides a community benefit; and

WHEREAS, the Mayor and City Councilmembers of the City of Doral believe it is in the best interest of the City to sponsor the Event in an amount not to exceed \$785.00, which amount represents a waiver of the park and athletic field rental fees, and to authorize the Event to utilize the City's logo in furtherance thereof.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE 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 & Authorization. The Mayor and City Councilmembers hereby approve a sponsorship for Leon Sport Corp ("Applicant") in the amount of \$785.00, which amount represents a waiver of the park and athletic field rental fees, to support the "Corre Doral" event scheduled to occur on March 18, 2023, and further authorizes the Event to utilize the City's logo in furtherance thereof, which authority shall be retroactive to the date of the Special Event Permit approval of October 26, 2022. In exchange for such sponsorship, the Applicant shall provide appropriate advertising and promotional opportunities at the event for the City to be highlighted. Prior to March 3, 2023, the Applicant shall be required to enter into a sponsorship contract with the City of Doral in accordance with Sec. 35-23, Art. II, Chapter 35 of the City of Doral's Code of Ordinances. The City Manager is further authorized to execute said sponsorship contract.

Section 3. Implementation. The City Manager is hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Porras who moved its adoption.

The motion was seconded by Vice Mayor Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Absent
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 8 day of February, 2023.

CHRISTI FRAGA, 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:

VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
INTERIM CITY ATTORNEY