



Sponsorship Services Agreement

This Sponsorship Services Agreement (“*Agreement*”) is made and entered into as of the last date this Agreement is signed by both parties (“*Effective Date*”), between County of Indian River Board of County Commissioners (“*Agency*”), with its principal place of business at 1801 27th Street, Vero Beach, FL 32960 and Indian River Memorial Hospital, Inc., d/b/a Cleveland Clinic Indian River Hospital (“*CCIRH*”), a Florida not-for-profit corporation, doing business at 1000 36th Street, Vero Beach, FL 32960. Agency and CCIRH may be referred to herein individually as a “*party*” or, collectively, as the “*parties*”.

WHEREAS, Agency is a municipal government under Florida Statutes with the mission to enhance the quality of life by improving the standard living of all Indian River County residents by advancing programs and policies directed toward children services, senior services, veteran services, economic opportunity, attainable housing, community health, recreation and public mobility (to foster a thriving community); and

WHEREAS, CCIRH desires to become a sponsor of Agency’s events as described herein and receive certain marketing and promotional opportunities associated with said charitable events on the terms and conditions set forth in this Agreement.

WHEREAS, It is the intent of the Agency and CCIRH to celebrate the history of the County and the Indian River County Centennial Celebration, and the content of any messaging will be limited to this purpose.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, CCIRH and Agency agree as follows:

1. Services.

Agency and CCIRH mutually agree to provide the sponsorship benefits and services at the locations and dates set forth and as described on the attached Exhibit A, which is hereby incorporated by reference (the “*Services*”). Agency shall be responsible for acquiring all necessary equipment, materials and tools necessary to perform the Services. CCIRH understands and agrees that the Agency’s acceptance of the sponsorship does not constitute an endorsement of CCIRH and does not create any legal relationship between the Agency and the CCIRH.

2. Independent Contractor Status.

In the performance of Agency’s obligations under this Agreement, Agency shall at all times act as and be deemed an independent contractor. Nothing in this Agreement shall be construed or interpreted as to render Agency or any of its employees, agents, or officers, an employee, joint venturer, agent, or partner of CCIRH. Agency is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of CCIRH, except as specifically set forth herein. The employees, methods, facilities, and equipment of Agency shall at all times be under Agency’s exclusive direction and control.

3. Sponsorship Fees.

Fees and financial support for all Services under this Agreement provided by the parties shall be as set forth in Exhibit A. If the Services outlined in Exhibit A are substantially changed, modified, reduced or cancelled, then

CCIRH shall be entitled to either a refund of the reasonably attributable portion of its sponsorship fee, or to additional Services from the Agency in lieu thereof.

4. Responsibilities of Agency.

Agency shall use its best efforts to facilitate and promptly complete the Services. Agency will determine the methods, details and means of facilitating the Services.

CCIRH understands that the Agency reserves the right to reject any and all sponsorship messages. The Agency retains editorial control of the placement, content, appearance, and wording of all sponsorship messages.

5. Conflict of Interest. CCIRH maintains and adheres to a Conflict of Interest Policy. In that connection Agency represents that no CCIRH employees, officers or directors are employees, officers or directors of Agency or serve on any boards or committees of or in any advisory capacity with Agency, except as disclosed here in _____N/A_____.

6. Tax Exempt Status.

The parties recognize that the CCIRH is a non-profit, tax-exempt organization and agree that all actions taken under this Agreement will take into account and be consistent with CCIRH's tax-exempt status. If any part or all of this Agreement is determined solely by CCIRH to jeopardize the overall tax-exempt status of CCIRH and/or any of its exempt affiliates, then CCIRH will have the right to terminate this Agreement immediately without further obligation or liability.

7. Grant of License and Use of Marks.

Subject to all of the terms and conditions of this Agreement, CCIRH hereby grants to Agency a freely revocable, non-transferable, non-assignable, non-exclusive, limited right to use the CCIRH logo and trademarks as provided by CCIRH to Agency (the "Marks") solely in order to perform its obligations under this Agreement. No other right or license is granted by CCIRH either express or implied, with respect to any other logo or CCIRH Mark. Agency shall not use the Marks in any manner not specifically authorized by this Agreement. Agency agrees that CCIRH Marks, together with the goodwill of the business symbolized thereby, are the sole and exclusive properties of CCIRH. The use by Agency of the CCIRH Marks shall inure to the benefit of CCIRH. Agency shall use the CCIRH Marks in the exact form as sent to Agency by an authorized CCIRH employee via electronic means.

8. Use of Name.

Other than as set forth in Section 7 above, Agency shall not use the name, logo, likeness, trademarks, image or other intellectual property of CCIRH for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of CCIRH as to each such use.

9. Term and Termination.

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect through June 30, 2025, or until terminated as provided herein ("*Term*"). Either party may terminate this Agreement at any time, with or without cause, by providing the other party thirty (30) days prior written notice. If CCIRH terminates this Agreement pursuant to this Section, CCIRH shall have no other liability to Agency as a result of termination of this Agreement.

10. Confidentiality/HIPAA.

For the purposes of this Agreement, confidential information ("*Confidential Information*") shall mean all proprietary, secret or confidential information or data relating to CCIRH, including but not limited to, its operations, employees, services, patients or customers. Agency acknowledges that CCIRH may disclose

Confidential Information to Agency in connection with this Agreement. If Agency receives Confidential Information it shall: (a) maintain the Confidential Information in strict confidence; (b) use at least the same degree of care in maintaining the secrecy of the Confidential Information as Agency uses with respect to its own proprietary, secret or confidential information, but in no event less than a reasonable degree of care; (c) use Confidential Information only to fulfill its obligations under this Agreement; and (d) return or destroy all documents, copies, notes or other materials containing any portion of the Confidential Information upon request of CCIRH.

Agency shall have no obligation concerning any portion of the Confidential Information which: (a) was known to Agency before receipt from CCIRH; (b) is lawfully obtained by Agency, from other a third party, under no obligation of confidentiality; (c) is or becomes publicly available other than as a result of an act or failure to act by Contractor. To the extent Confidential Information is required to be disclosed by Agency by applicable law or legal process, Agency shall promptly notify CCIRH to allow CCIRH to contest such disclosure. Agency shall not disclose any portion of the Confidential Information to any person except those of its employees having a need to know such portion to accomplish the purposes contemplated by this Agreement.

The obligations under this Section shall survive termination of this Agreement.

HIPAA

Agency agrees to comply with the applicable Health Insurance Portability and Accountability Act of 1996 and the related regulations, as they may be amended from time to time (“HIPAA”) in the course of performing its obligations under this Agreement. If determined that Agency is a Business Associate as defined in HIPAA, and does not qualify for its exceptions, Agency agrees to execute a Business Associate Agreement on terms and conditions mutually agreed to by the parties.

11. Notices.

All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by certified mail, return receipt, or by facsimile transmission or electronic mail if the necessary information for delivery of such is shown below, addressed as follows:

CCIRH: **Cleveland Clinic Florida Regional Health System Nonprofit Corporation**
2950 Cleveland Clinic Boulevard
Weston, Florida 33331
Attn: Marketing Director

With a Copy to:
Cleveland Clinic Law Department
The Cleveland Clinic Foundation
2950 Cleveland Clinic Boulevard
Weston, Florida 33331

Agency: **Indian River County Board of County Commissioners**
1801 27th Street
Vero Beach, FL 329060
Attn: Michelle Wagner

12. Non-Assignment.

Agency shall not assign or subcontract any of its obligations under this Agreement, in whole or in part, without the advance written consent of CCIRH.

13. Jurisdiction and Venue.

This Agreement shall be governed by the laws of the State of Florida, without regard to conflicts of laws provisions, and any legal action relating, in any way, to this Agreement, shall be brought in the courts sitting in the State of Florida, County of Broward.

14. Force Majeure.

Each party's performance under this Agreement and Exhibit A is subject to occurrences that are beyond its reasonable control and occurring without its fault or negligence, including but not limited to: acts of God, fire, explosions, floods, earthquakes, volcanic eruptions, hurricanes, tsunamis, declared war, government regulations, travel or other restrictions imposed by governmental authority with competent jurisdiction, police actions, acts of terror, riots, insurrections or civil disorder or disruption, public or private disaster, public health issues (including epidemics or pandemics), or any other unforeseeable emergency or causes of a comparable nature beyond the affected party's control and without the fault or negligence of the party so affected, any one of which makes it impossible or commercially impracticable to perform its obligations under Exhibit A and this Agreement (collectively, "*Force Majeure Events*"). The party so affected shall give prompt notice to the other party of such Force Majeure Event and shall take whatever reasonable steps are necessary to relieve the effect of such Force Majeure Event as rapidly as reasonably possible and (if possible) to resume performance as soon as practicable under the circumstances. In the event it becomes necessary for either party to terminate Exhibit A due to a Force Majeure Event, it shall not be considered a breach of the Exhibit A or this Agreement.

15. Compliance.

By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations relating to this Agreement as they may be amended from time to time. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement without further obligation on thirty (30) days written notice to the other party.

16. Regulatory.

The parties agree to comply with all applicable state and federal laws, rules, and regulations and all local ordinances. Agency represents that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs or federal procurement and non-procurement programs (collectively, "*Debarred*") and acknowledges that CCIRH shall have the right to terminate this Agreement immediately without further obligation in the event that Contractor is Debarred. Accordingly, Agency shall provide CCIRH with immediate notice if during the term of this Agreement Agency (i) receives notice of action or threat of action with respect to its Debarment; or (ii) becomes Debarred.

17. Working Environment.

It is the policy of CCIRH to have a work place free of harassment, including but not limited to sexual harassment. Agency acknowledges that CCIRH is committed to keeping its work place free of illegal drugs in accordance with the guidelines set forth in the Drug-Free Workplace Act of 1988, Pub. L. No. 200-690, codified at 41 U.S.C. Sec. 701, et. seq. Agency's compliance with this drug prohibition is a condition of providing Services for CCIRH and violators, in addition to such penalties as may be imposed under law, are subject to removal from CCIRH's premises. Accordingly, the unlawful use, manufacture, possession, sale, or transfer of illegal or controlled substances or abuse or unauthorized use of alcohol on or around CCIRH's premises is prohibited. Further, Agency acknowledges that CCIRH maintains a smoke-free environment at its facilities and that smoking is prohibited on CCIRH's premises.

18. General.

In the event that any provision of this Agreement is held unenforceable under applicable law, the remaining provisions of this Agreement shall remain in full force and effect. Any amendment to this Agreement must be in writing and must be signed by an authorized representative of the parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

19, Public Forum

The Agency is not creating a public forum for communication and debate through the acceptance of sponsorship for the limited purpose of the Indian River County Centennial Celebration which takes place between January 2025 and June 30th 2025.

20. Integration.

This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to obligations and responsibilities to be performed by the parties under this Agreement. The parties agree that all prior or contemporaneous agreements, proposals, purchase orders, representations and other understandings concerning the subject matter of this Agreement, whether oral or written, between the parties supersede in their entirety by and reduced to writing in this Agreement. To the extent that the terms of this Agreement and Exhibit A are inconsistent, the terms of this Agreement shall govern. The parties acknowledge that the recitals are true and correct and are incorporated herein and made a part of the Agreement by this reference.

21. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

**INDIAN RIVER MEMORIAL HOSPITAL, INC.
d/b/a CLEVELAND CLINIC INDIAN RIVER
HOSPITAL**

**INDIAN RIVER BOARD OF COUNTY
COMMISSIONERS**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: Ryan Butler
Clerk of the Court and Comptroller

By: Deputy Clerk

APPROVED AS TO FORM:

APPROVED: _____

Chrisotpher Hicks
Assistant County Attorney

John A. Titkanich, Jr.
County Administrator

EXHIBIT A

Sponsorship by Cleveland Clinic Indian River Hospital (“*CCIRH*” or “*Sponsor*”)

Surfin’ Turtle Sponsor: \$10,000

Event: Indian River County Centennial Celebration

Date: January 11, 2025-June 30, 2025

Sponsorship Benefits:

- CCIRH recognition on the Centennial website.
- CCIRH social media recognition as sponsor of the Event.
- Four (4) Centennial pole flags to be hung in Vero Beach of Sebastian with CCIRH logo.
- Ten (10) yard signs showing CCIRH support for the Event.
- Eight (8) Swag bags containing Centennial memorabilia.