



# 3<sup>rd</sup> Annual LagoonFest

Saturday, November 12, 2016



Be a part of this **free family friendly event** at the West Palm Beach Waterfront and **Discover a Local Treasure!**

## LagoonFest Sponsorship Opportunities

LagoonFest is a free family friendly festival held on the waterfront in conjunction with the West Palm Beach Green Market. Building off the success of the first two years, attended by an estimated 2,000 people, this community celebration showcases Lake Worth Lagoon and its connection to our lives. You are invited to be an integral part of the community by supporting Lake Worth Lagoon, Palm Beach County's largest estuary. Your sponsorship allows the public to learn, experience, explore, and discover a local treasure. The event will feature live music, hands-on exhibits, animal encounters, children's activities, naturalist guided boat rides, kayaking, and more.

**GOLD: \$3,000 or equivalent in services or goods**

Corporate logo highlighted in all festival promotional material and website, recognition during the festival, prominent 10'x10' tent, an 8' table and 2 chairs near the waterfront, 4 preferred parking spaces, 4 event collared shirts, and 4 event hats.

**SILVER: \$2,000 or equivalent in services or goods**

Logo and recognition on all festival promotional material and website, recognition during the festival, a 10'x10' tent, an 8' table and 2 chairs, 2 preferred parking spaces, 2 event collared shirts, and 2 event hats.

**BRONZE: \$1,000 or equivalent in services or goods**

Logo and recognition on all festival promotional material and website, recognition during the festival, a 10'x10' tent, an 8' table and 2 chairs, 1 preferred parking space, 1 event collared shirt, and 1 event hat.

**FRIEND of LagoonFest: \$500 or equivalent in services or goods**

Logo and recognition on all festival promotional material and website, recognition during the festival, a 10'x10' tent, 8' table, and 2 chairs.

**DONATIONS IN ANY AMOUNT ARE ALSO WELCOME!**

**Sponsors must complete the attached agreement and send with payment. Please make checks payable to "PBC Board of County Commissioners" and send to: PBC ERM, 2300 North Jog Road – 4<sup>th</sup> Floor, West Palm Beach, FL 33411-2743.**

For sponsorship information contact: Jennifer Báez at [jbaez1@pbcgov.org](mailto:jbaez1@pbcgov.org) or 561-233-2424

[www.LagoonFest.com](http://www.LagoonFest.com)



**SPONSORSHIP AGREEMENT  
BETWEEN PALM BEACH COUNTY AND \_\_\_\_\_  
FOR SPONSORSHIP OF LAGOONFEST ON NOVEMBER 12, 2016**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and \_\_\_\_\_, an individual or corporation authorized to do business in the State of Florida, ("Sponsor"), both being referred to collectively as the "parties."

NOW, THEREFORE, in consideration of the mutual covenants, promises and representation contained herein, the parties agree as follows:

**Section 1. Term.**

The term of this Agreement shall commence upon execution by both parties and shall terminate on \_\_\_\_\_, 20\_\_\_\_.

**Section 2. Sponsor's Responsibilities**

Sponsor will pay County \_\_\_\_\_ upon execution of this Agreement for a \_\_\_\_\_ level sponsorship for the Event. *AND/OR* Sponsor shall provide the County with \_\_\_\_\_ on \_\_\_\_\_ for a \_\_\_\_\_ level sponsorship for the Event.

**Section 3. County's Responsibilities**

County will provide the following sponsorship benefits in accordance with the sponsorship level selected by Sponsor:

A. Gold Level: Logo highlighted in all festival promotional material and website, recognition during the festival, prominent 10'x10' tent, 8' table and 2 chairs near the waterfront, four (4) preferred parking spaces, four (4) event collared shirts, and four (4) event hats.

B. Silver Level: Logo and recognition on all festival promotional material and website, recognition during the festival, 10'x10' tent, 8' table and 2 chairs, two (2) preferred parking spaces, two (2) event collared shirts, and two (2) event hats.

C. Bronze Level: Logo and recognition on all festival promotional material and website, recognition during the festival, and a 10'x10' tent, 8' table and 2 chairs, one (1) preferred parking space, one (1) event collared shirt, and one (1) event hat.

D. FRIEND of LagoonFest: Logo and recognition on all festival promotional material and website, recognition during the festival, a 10'x10' tent, 8' table, and 2 chairs.

**Section 4. Sponsorship Standards**

A. Logos/advertisements that include the following are prohibited: false, misleading, or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; nudity.

B. Logos/advertisements that negatively impact or disrupt the efficient and cost effective operation and administration of County or are inappropriate or likely to hinder the Event are prohibited.

C. County has sole discretion to approve or deny the use/display of any logo/advertisement/material at or relating to the Event. County's approval of Sponsor's logo/advertisement/material shall not be construed as promotion or endorsement of Sponsor's business, products, or services.

**Section 5. Termination**

This Agreement may be terminated with or without cause by either party upon fifteen (15) days prior written notice by the other party.

**Section 6. Independent Contractor Relationship**

Sponsor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Sponsor does not have the power or authority to bind County in any promise, agreement or representation.

**Section 7. Indemnification**

Sponsor shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Sponsor's performance of the terms of this Agreement or due to the acts or omissions of Sponsor. This provision shall survive termination or expiration of this Agreement.

Section 8. Remedies

This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. Sponsor's sole remedy for County's breach of this Agreement shall be return of all or part of the sponsorship funds paid by Sponsor to County. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

Section 9. Notices

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

**County:**

Director, Palm Beach County  
Department of Environmental  
Resources Management  
2300 North Jog Road 4th floor  
West Palm Beach, FL 33411  
Facsimile: 561-233-2414

**Sponsor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile:

Section 10. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 11. Inspector General

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Sponsor, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 12. Non Discrimination

The Sponsor warrants and represents that its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Section 13. Entirety of Contractual Agreement

County and Sponsor agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**IN WITNESS WHEREOF**, The County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY**

**SPONSOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Title (If applicable)

\_\_\_\_\_  
Assist. County Attorney