

**SPONSORSHIP AGREEMENT WITH BANK OF AMERICA
FOR THE 2025 ANNUAL STARLIGHT MUSICALS**

THIS SPONSORSHIP AGREEMENT (“Agreement”), with an effective date of _____, 2025, is entered into by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter referred to as “City”),

and

BANK OF AMERICA CORPORATION, a Delaware profit corporation with its principal address located at 100 North Tyron Street, North Carolina 28255 (hereinafter referred to as “BOA”, “Bank of America” or “Sponsor”) (individually as “Party” and collectively as “Parties”).

WHEREAS, the City produces an annual concert series titled “Annual Starlight Musicals” and is currently planning the 2025 Annual Starlight Musicals series for a nine-week period, beginning June 6, 2025, through and including August 8, 2025 (the “Event”), as more specifically described in Exhibit A which is incorporated into this Agreement as if fully stated herein; and

WHEREAS, the City and BOA desire to enter into an agreement to co-sponsor the Event, subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RESPONSIBILITIES OF BOA

BOA agrees to the following terms and conditions:

- a) Sponsor the Event as the corporate Title Sponsor and ensure all BOA marketing and promotion materials shall read: “Bank of America 2025 Annual Starlight Musicals”
- b) Make a non-refundable cash donation to the City of Fort Lauderdale in the amount of Twenty Thousand Dollars (\$20,000) on or before June 1, 2025.
- c) Distribute advertising brochures and posters promoting the Event in sixty-nine (69) Broward County Bank of America branch offices.
- d) Provide four (4) to six (6) Bank of America banners to be displayed on the Event stage and surrounding areas every week from the start date of the Event through the final day of the Event. New banners will be provided by BOA, as needed. City will notify BOA by May 15, 2025, if replacements are needed.

- e) Secure a non-profit organization each week of the scheduled Event and feature the selected organization at each Event.
- f) Provide the City of Fort Lauderdale with a minimum of ten (10) admission tickets for promotion.
- g) Provide BOA staff to cover the Bank of America booth each week to distribute Bank of America materials.

2. RESPONSIBILITIES OF THE CITY

The City agrees to the following terms and conditions:

Promote *Bank of America* as the Title Sponsor for the Event. All marketing and promotions shall read "Bank of America 2025 Annual Starlight Musicals".

- a) Solicit, secure, contract, and pay for all entertainment and performance at the Event for a period of nine (9) weeks.
- b) Provide an on-site display area at the Event for the non-profit organization selected by Bank of America and include the following:
 - One (1) 10x10 tent or canopy, with type, quality, and grade of tent or canopy to be determined at City's sole discretion;
 - Eight (8) 3/8' tables with two (2) chairs, with type, quality, and grade of tables and chairs to be determined at City's sole discretion.
 - Covers for all tables, with type, quality, and grade of table covers to be determined at City's sole discretion;
 - Lights and fifteen (15) amps of electricity, with type, quantity, quality, and grade of lights to be determined at City's sole discretion ; and
 - Otherwise approved in writing by the City.
- c) Provide all necessary equipment and staff members to produce the Event including, but not limited to, staging, sound, lights, production, set up, tear down, clean up, restrooms, etc.
- d) Facilitate the design and provide final approval for the 2025 Annual Starlight Musicals brochure by BOA.
- e) Facilitate the creation of and approve the final design for each 2025 Annual Starlight Musicals concert poster by BOA.
- f) Produce 10,000 brochures and 250 posters announcing the Event and distribute countywide via the community events mailing list and placement in all Parks and Recreation Facilities.
- g) Identify BOA as the corporate Title Sponsor in the following marketing campaign:
 - i. Marketing brochures (10,000 quantity)
 - ii. Event posters (250 quantity)
 - iii. City of Fort Lauderdale Web site/cross link
 - iv. All sponsored print and television advertising
 - v. Calendar listings in local newspapers and magazines
 - vi. Press releases
 - vii. Roadway banners

- viii. Parks and Recreation Events hotline
- ix. Holiday Park Marquee
- x. Inclusion in all City produced publications including, but not limited to: Parks & Recreation Playbook, Water bills, City-customized on-hold telephone messaging, e-mail blasts, public access channel, and the Civic Association monthly information packets.
- h) Mail the City-approved Event brochure to City's current mailing list, which includes over 8,000 names.
- i) E-mail the City-approved Event brochure to City's current e-mail list.
- j) Facilitate a "Bank of America Night" hosting local associations under a designated tent with refreshments (quantities and menu to be mutually agreed to in writing signed by the City and Bank of America, no later than 30 days prior to the scheduled Bank of America Night).
- k) Display 4-6 Bank of America corporate banners on the stage and surrounding areas (content of banners to be provided by Bank of America and approved in writing by the City).
- l) Provide stage announcements at each 2025 Annual Starlight Musicals concert promoting Bank of America as the Title Sponsor.

3. TERM

This Agreement shall commence on June 6, 2025, and terminate on August 8, 2025. Either party may terminate this Agreement upon a written notice to the other party for failure to cure a default and if said default remains uncured after thirty (30) days written notice pursuant to the terms and conditions of this Agreement.

4. AMENDMENTS

No modification, amendment or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document duly executed by both Parties, with the same formality as this Agreement.

5. INDEMNIFICATION

BOA. shall protect and defend at BOA's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with this Event or arising directly or indirectly out of any act or omission by BOA or by any officer, employee, agent, invitee, subcontractor, or sublicensee of BOA. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

6. GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of the

State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The Parties' consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

7. WAIVER OF BREACH

Failure by City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

8. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between City and BOA. and supersedes all prior negotiations, representations or agreements either written or oral.

9. NOTICE

Whenever any party desires to give notice to any other party, it must be given by written notice sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice:

AS TO CITY: Rickelle Williams
City Manager
City Fort Lauderdale
101 NE Third Ave, Suite 2100
Fort Lauderdale, Florida 33301

With a copy to: Dwayne M Spence
Interim City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

AS TO BOA: BANK OF AMERICA CORPORATION
100 North Tyron Street
Charlotte, NC 28255

10. SEVERABILITY

If any provision of this Agreement or the application of any provision to any party of circumstance shall be prohibited by or invalid under applicable law, the provision shall be

ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of the Agreement or their application to other Parties or circumstances.

11. ASSIGNMENT OR MODIFICATION

It is understood and agreed by the Parties that this Agreement may not be assigned, transferred or sublet in whole or in part by BOA.

12. SECURITIES

BOA. acknowledges and agrees that City assumes no responsibility whatsoever for any property, materials, or equipment of BOA, and that security and protection of any such item from the theft, vandalism, the elements, acts of God, or any other cause are strictly the responsibility of BOA.

13. COMPLIANCE WITH LAWS

BOA. and City shall at all times comply with all applicable federal, state, and local laws, rules, regulations and ordinances.

14. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. DAMAGES TO FACILITY–REIMBURSEMENT

BOA shall not allow any injury, defacement, change, alteration or damage to the facility during its use of the facility by BOA., an agent of BOA., or patron of BOA. BOA assumes all responsibility for the acts, omission to act and conduct of all persons admitted to the facility by consent of BOA or with the consent of any persons acting for or on behalf of the BOA. BOA shall reimburse City for all expenses incurred by City that City incurs for the restoration of the facility to its condition at the commencement of this Agreement. City shall not be liable for any acts or omissions of BOA for any conditions resulting from any provision under this Agreement or other activities of BOA. or agents of BOA or patrons of BOA City shall not be liable for any damage or injury that may happen to BOA. BOA's agents, BOA's patrons or property from any cause whatsoever, during this Agreement.

16. NON-DISCRIMINATION

BOA shall not in exercising any of the rights or privileges granted to BOA herein discriminate or permit the discrimination against any persons or group of persons in any manner on the grounds of race, color, sex, or national origin. BOA shall comply with the applicable sections of Americans with Disabilities Act of 1990 (42 USC 126), which prohibits discrimination of handicapped individuals by denying them the right to participate

in or benefit from the services provided pursuant to this Agreement. BOA understands that BOA is responsible for compliance with this Act. To the extent that any provisions of this Agreement are inconsistent with ADA, the requirements of the ADA shall control.

17. ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the Applicant shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the Applicant under penalty or perjury attesting that the Applicant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

18. MISCELLANEOUS

City, through its authorized representatives, reserves the right to eject any person(s) from the events and upon exercise of this right, BOA waives any right or claim for damages against City. City reserves the right to remove from the event any of BOA effects or any effects of BOA's agents or patrons remaining in the facility after the time period of the Event or specified use of the facility described herein. BOA shall be responsible for any charges levied by City for the storage of these effects. BOA shall pay all reasonable attorneys' fees to City for collection of all or any part of the terms of this agreement.

Additionally, City shall have the right to modify or make any changes to the Event at the sole discretion of the City through its Parks and Recreation Director or his designee due to inclement weather and/or operational and functionality purposes.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

CITY

CITY OF FORT LAUDERDALE,
a Florida municipal corporation

RICKELLE WILLIAMS
City Manager

Date: _____

Approved as to form and correctness:
D'WAYNE M. SPENCE, Interim City Attorney

Patricia SaintVil-Joseph
Assistant City Attorney

SPONSOR

WITNESSES:

BANK OF AMERICA CORPORATION,
a Delaware profit corporation.

Signature

Sandra Juliachs
Senior Vice President
and Market Manager
Fort Lauderdale Bank of America

Print Name

Signature

Print Name

[CORPORATE SEAL]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by **SANDRA JULIACHS**, as Senior Vice President and Market Manager Fort Lauderdale for **Bank of America Corporation**, a Delaware profit corporation.

[SEAL]

(Signature of Notary Public- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

Modifications can be made to the above proposed events, at the sole discretion of the City through its Parks and Recreation Director or his designee due to inclement weather and/or operational and functionality purposes.