

## SunTrust Rider to Sponsored Entity Contract

This SunTrust Rider to Sponsored Entity Contract ("Rider") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between City of Fort Lauderdale ("Sponsored Entity" or "City") and SunTrust Banks, Inc. ("Sponsor" or "SunTrust"), and is concurrently executed with a Sponsored Entity form agreement concerning the same subject matter, to which this Rider may be attached ("Sponsored Entity Contract"). The subject matter or title of the Sponsored Entity Contract is: SunTrust Sunday Jazz Brunch 2014 Sponsorship Agreement.

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In the event of a conflict between any of the terms or provisions of this Rider and the terms and conditions of the Sponsored Entity Contract, the terms and provisions of this Rider shall control. (Sponsored Entity Contract, together with this Rider, the "Agreement"). "SunTrust" means SunTrust Bank and any present or future entity that, directly or indirectly through one or more intermediaries, controls or is controlled by SunTrust Banks, Inc. or is under common control with SunTrust Banks, Inc. For the purposes of this definition, "control" means the power to direct or cause the direction of the management, policies or affairs of the controlled entity, whether through ownership of securities or partnership or other ownership interests, by contract or otherwise. For purposes of this Rider, Sponsored Entity and SunTrust will be referred to individually as "Party" and together as "Parties."

### 1. TRADEMARK AND INTERNET.

#### (i) Definitions.

(a) "SunTrust Marks" shall mean the trademarks, service marks, copyrights, intellectual property, symbols, logos, emblems, decals, designs, colors, likenesses or other visual representations of SunTrust and the trademarks as set forth on Exhibit A as such trademarks may be modified by SunTrust, from time to time.

(b) "Marks" shall mean the Sponsored Entity Marks and the SunTrust Marks.

(c) "Sponsored Entity Marks" shall mean the trademarks, service marks, copyrights, intellectual property, symbols, logos, emblems, decals, designs, colors, likenesses or other visual representations of Sponsored Entity and the trademarks are set forth on Entity Contract, Exhibit A or as provided by Sponsored Entity to SunTrust and, such trademarks may be modified by Sponsored Entity, from time to time.

#### (ii) License Grant.

(a) Sponsored Entity hereby grants to SunTrust a non-exclusive, non-transferable, revocable, royalty-free license to use Sponsored Entity Marks in any and all advertisements, promotions, for any and all of SunTrust's business and publicity purposes, including, but not limited to, in-branch materials; outdoor, print and online advertising and promotion; trade materials; promotions; premiums; Internet; radio commercials; television commercials; and all other media in connection with the publicity of its sponsorship relationship with Sponsored Entity and the sponsored event, and as set forth in this Agreement. SunTrust shall not use the Sponsored Entity Marks for any purpose other than as expressly set forth in this Agreement without the prior written consent of Sponsored Entity.

(b) SunTrust hereby grants to Sponsored Entity a non-exclusive, non-transferable, revocable, royalty-free license to use SunTrust Marks for the limited purposes set forth in this Agreement and subject to the prior written consent of SunTrust.

(iii) Use of Marks Generally. Each Party acknowledges and agrees that the other Party: (i) owns certain Marks; (ii) owns or has certain merchandising and commercial rights in and to the Marks and all goodwill associated with or symbolized by the Marks; and (iii) such Marks have secondary meaning. Neither Party shall act inconsistently with regard to ownership of the Marks and appurtenant goodwill. All use of or references to the Marks shall inure to the benefit of the respective owners. Nothing contained in this Agreement shall be deemed to constitute or result in an assignment of any of the Marks or the creation of any equitable or other interests in the Marks. Neither

Party will impugn, challenge nor assist in any challenge to the validity of the Marks, any registrations thereof, or the ownership thereof. Each Party will be solely responsible for taking such actions as it deems appropriate to obtain trademark, service mark or copyright registration for its respective Marks, and shall not take such action with respect to the other Party's Marks. All rights with respect to the Marks not specifically granted in this Agreement shall be and are hereby reserved to the respective owners.

(iv) Web Site Exposure. Sponsored Entity shall provide and maintain a hotlink from the official website of Sponsored Entity to the official website of SunTrust. Sponsored Entity shall disable the hotlink upon written request of SunTrust or within 3 days of the expiration or termination of the Agreement.

### 2. CONFIDENTIALITY OF PROPRIETARY INFORMATION.

#### (a)

Definitions. For the purposes of this Agreement, the following terms will have the definitions set forth below.

"Trade Secrets" mean trade secrets as defined in Section 812.081, Florida Statutes (2012), as amended from time to time.

"Disclosing Party" means the Party disclosing any Trade Secrets hereunder, whether such disclosure is directly from the Disclosing Party or through the Disclosing Party's Personnel.

"Receiving Party" means the Party receiving any Trade Secrets hereunder, whether such disclosure is received directly from or through the Receiving Party's Personnel.

(c) Ownership and Restrictions on Use. The Receiving Party acknowledges and agrees that the Trade Secrets of the Disclosing Party will remain the sole and exclusive property of the Disclosing Party or a third party providing such information to the Disclosing Party, and the disclosure of such information to the Receiving Party does not confer upon it any license, interest, or right of any kind in or to the Trade Secrets, except as provided under this Agreement. At all times and notwithstanding any termination or expiration of this Agreement, the Receiving Party agrees that it will: (i) hold in strict confidence and not disclose to any third party the Trade Secrets, except as required by law.

(e) Required Disclosures. If the Receiving Party is required by a governmental agency or law to disclose any of the Trade Secrets of the Disclosing Party, the Receiving Party must, if legally permissible: (i) first give written notice of such required disclosure to the Disclosing Party; (ii) take reasonable steps to allow the Disclosing Party to seek to protect the confidentiality of the Trade Secrets; and (iii) disclose only that part of the Trade Secret which, in the written opinion of its legal counsel, it is required to disclose. The foregoing requirements will not apply and are not intended to limit SunTrust's ability to fully comply with requests for information from its regulators or the Internal Revenue Service.

(f) Notice of Unauthorized Disclosures. Each Party to this Agreement will immediately notify the other Party in writing upon discovery of any loss or unauthorized disclosure of the Trade Secrets of the other Party.

(g) Equitable Relief. If either Party should breach or threaten to breach any provision of this Section of the Agreement, the non-breaching Party, in addition to any other remedy it may have at law or in equity, will be entitled to seek a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Section. Each Party specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by the non-breaching Party as a result of a breach of any provision of this Agreement.

(i) Survival. Notwithstanding any termination of this Agreement, all of the Receiving Party's obligations pursuant to this Section will survive: (with respect to Trade Secrets, for so long as such information continues to constitute a trade secret under applicable law.

(j) Prior Agreements. The provisions set forth in this Section of the Agreement supersede any previous agreement between the Parties relating to the protection of any Trade Secrets.

(k) Information Related to Tax Structure and Treatment. It is the Parties' mutual intent that the tax structure and tax treatment of the transactions contemplated by this Agreement will not be confidential and that notwithstanding anything herein to the contrary each Party and its Personnel may disclose to any and all persons, without limitation of any kind, the tax structure and tax treatment of the transactions contemplated herein such that the transactions will be treated as not having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Internal Revenue Code of 1986, as amended, and any comparable provision in the law of any other jurisdiction.

### 3. REPRESENTATIONS AND WARRANTIES

(a) Representations And Warranties. Sponsored Entity represents and warrants that it has all the necessary rights in and to the Sponsored Entity Marks to grant the rights granted in this Agreement. Further, Sponsored Entity agrees and warrants that (i) it will provide the Sponsored Entity Marks to SunTrust free of all liens, claims, encumbrances and other restrictions; (ii) SunTrust's use of the Sponsored Entity Marks does not violate or infringe the rights of any third party or the laws or regulations of any governmental or judicial authority; (iii) SunTrust will be entitled to use and enjoy the benefit of the Sponsored Entity Marks subject to and in accordance with the terms of this Agreement; and (iv) SunTrust's use of the Sponsored Entity Marks will not be affected, interrupted, or disturbed by Sponsored Entity or any other party asserting a claim under or through Sponsored Entity.

(b) Mutual Warranties. Each Party represents and warrants that:(i) It is duly organized and validly existing under the laws of the state of its incorporation or formation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) It has the exclusive right to grant all of the rights granted and obligations incurred under this Agreement including but not limited to all of the provisions of Section 3 of this Agreement; (iii) This Agreement is a legal and valid obligation binding upon the Parties and enforceable in accordance with its terms; and (iv) The execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which either Party may be a party or by which either Party may be bound, and does not violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

### 4. INDEMNIFICATION.

For the purposes herein, each Party, when providing indemnification, will be termed an "Indemnifying Party" and each Party, when receiving the benefits of indemnification, shall be termed an "Indemnified Party." The term "Indemnified Party" will include the other Party's respective shareholders, officers, directors, personnel, successors and assigns.

#### (a) Indemnification.

SunTrust will indemnify, defend, and hold the City (and applicable Indemnified Parties) harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees, that arise out of or relate to any:(i) negligence, willful misconduct or fraud of SunTrust;(ii) breach of the SunTrust's confidentiality obligations;(iii) breach of the SunTrust's representations or warranty obligations;(iv) failure by SunTrust to comply with applicable laws, rules and regulations. Payments, compensation, damages, or other amounts, however characterized or determined, to a third party (including without limitation, SunTrust's customers), which the City has reimbursed or may be obligated to pay as a result of any of the foregoing or any other breach of this Agreement by SunTrust. Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2012),

City will indemnify, defend, and hold SunTrust(and applicable Indemnified Parties) harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees, that arise out of or relate to any:(i) negligence, willful misconduct or fraud of the City;(ii) breach of the City's confidentiality obligations;(iii) breach of the City's representations or warranty obligations;(iv) failure by the City to comply with applicable laws, rules and regulations. Payments, compensation, damages, or other amounts, however characterized or determined, to a third party (including without limitation, SunTrust's customers), which SunTrust has reimbursed or may be obligated to pay as a result of any of the foregoing or any other breach of this Agreement by the City. Nothing herein shall serve as a waiver of City's sovereign immunity or any other legal defense available to City.

For purposes of this Section, the acts or omissions of a Party's personnel shall be deemed the acts or omissions of the Party.

(b) Infringement Indemnity. Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2012),Sponsored Entity, at its sole expense, will defend, indemnify, and hold each SunTrust Indemnified Party harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees, that arise out of or relate to third party claims associated with SunTrust's use of any Sponsored Entity Intellectual Property and infringement of such third party's patent, trade secret, copyright, or trademark or other intellectual property right. For purposes of this Agreement "Sponsored Entity Intellectual Property" means Sponsored Entity Marks.

In the event a court of competent jurisdiction makes a determination that any Sponsored Entity Intellectual Property infringes or otherwise violates any third party intellectual property right, or if Sponsored Entity determines that any Sponsored Entity Intellectual Property likely infringes or otherwise violates such third party's intellectual property right, then SunTrust shall have the right to terminate this Agreement upon notice and Sponsored Entity will refund a prorata share of any and all sponsorship fees paid or payable up to the date of termination, which refund shall be made within ten (10) calendar days of the effective date of termination.

#### (c) General Conditions on Indemnity Obligations.

Each Indemnifying Party's obligations under this Agreement will be subject to the Indemnified Party: (a) promptly, after receipt of any written claim or notice of any action giving rise to a claim for indemnification, providing the Indemnifying Party notice of the claim or action (provided that failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations, except to the extent that the failure or delay is prejudicial); (b) providing reasonable cooperation and assistance in the defense or settlement of any claim; (c) and granting the Indemnifying Party control over the defense and settlement of the same (provided that any Indemnified Party shall be entitled to participate in the defense and settlement of the claim and to employ counsel at its own expense to assist in the handling of the claim; and provided further that SunTrust does not invoke its retained right to defend as stated below).

The Indemnifying Party will not agree to any settlement which results in an admission of liability by the Indemnified Party without the Indemnified Party's prior written consent.

### 5. LIMITATION OF LIABILITY

#### (a) LIMITATIONS.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME OR PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES.

(b) **EXCEPTIONS.**

THE LIMITATIONS STATED ABOVE IN THIS SECTION DO NOT APPLY TO: (A) A BREACH OR VIOLATION OF ANY: (1) OBLIGATIONS OF CONFIDENTIALITY; (2) REPRESENTATIONS AND WARRANTIES; OR (3) APPLICABLE LAWS; (B) CLAIMS FOR INFRINGEMENT INDEMNIFICATION; OR (C) CLAIMS BASED ON: (1) GROSS NEGLIGENCE; (2) WILLFUL MISCONDUCT; (3) OR FRAUD.

(c) **Third Party Payments.** The Parties agree that any amounts payable to a third party by either Party as damages pursuant to a claim for which the other Party has an indemnification obligation under Section 6, will be characterized as direct damages of the Indemnified Party.

**6. INSURANCE.**

(a) **Insurance Coverage.** The City is self-insured for all workers' compensation, commercial general and automotive liability exposures, however, payment of any claim by one person or judgment in excess of \$200,000 or payment of such claim together with a total of all other claims or judgments arising out of the same incident or occurrence in excess of \$300,000 requires an act of the legislature pursuant to Section 768.28, Florida Statutes (2012). Accordingly, claims made against the City are handled under the City's self-funded liability program as provided for by Section 768.28, Florida Statutes (2012). Sponsored Entity must also ensure that its subcontractors comply with the insurance requirements of Exhibit B. All insurance policies or bonds required of subcontractors by this Agreement will be issued by insurance companies with an A.M. Best Rating of not less than A-, a Standard & Poor's rating of not less than AA- or a Moody's rating of not less than Aa3.

(b) **Insurance Requirements.** Sponsored Entity agrees to waive, and will require its insurers to waive, all rights of subrogation against SunTrust, its directors, officers, and Personnel as it relates to the General Liability and Umbrella Liability policies required on Exhibit B. On or prior to the Effective Date, Sponsored Entity will provide SunTrust with a certificate of insurance evidencing such required coverage; provided that SunTrust reserves the right to require Sponsored Entity to deliver to it complete copies of Sponsored Entity's insurance policies at any time thereafter. In addition, SunTrust will be notified of any material change or cancellation of such policies with at least thirty (30) calendar days prior written notice. If Sponsored Entity, at any time, neglects or refuses to maintain or deliver evidence of the insurance required herein, or should such insurance be canceled or materially changed without SunTrust's consent, SunTrust will have the right to terminate the Agreement without penalty.

**7. COMPLIANCE WITH APPLICABLE LAWS.** During the term of this Agreement, Sponsored Entity and all its personnel and representatives will fully comply with all applicable laws, governmental regulations, rules, requirements, ordinances and other governing requirements of local and state authorities and the Federal government, as promulgated and amended from time to time, including, but not limited to: the rules and regulations of The U.S. Equal Employment Opportunity Commission; Executive Order 13496, including 29 CFR § 471; Executive Order 11246, including, 41 CFR § 60-1.4(a); Sections 501, 503, 504 and 505 of the Rehabilitation Act of 1973, as amended; 38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, including, 41 CFR § 60-250.5 and 41 CFR 60-300.5; the Occupational Safety and Health Act of 1970; the Immigration Reform and Control Act of 1986; the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963; the Fair Labor Standards Act; the Family and Medical Leave Act of 1993; and Title IX of the Education Amendments of 1972. Suppliers that may receive at least \$5,000,000 under this Agreement must also maintain a written code of business ethics and conduct, provide a copy of such code to each employee engaged in performance of this Agreement, display fraud hotline posters, and implement an ongoing business ethics and business conduct awareness program and internal control system that meet the requirements of Federal Acquisition Regulations ("FAR") 3.10, 52.203-13, 52.203-14, and related rules. Such suppliers must also include the requirements set forth in this Section into subcontracts as provided in FAR 52.203-13(d) and

52.203-14(d). Sponsored Entity and its subcontractors must also comply with the employment eligibility verification requirements of 48 CFR § 52.222-54 (E-Verify), the terms of which are incorporated herein by reference, unless Sponsored Entity is providing products, goods and/or services to SunTrust under this Agreement: (a) with a value of less than \$3,000; (b) outside of the United States; (c) for a term of less than one hundred and twenty (120) calendar days; or (d) with commercially available off-the-shelf items. Sponsored Entity further agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, age, disability, veteran status, or any classification protected by applicable laws. Sponsored Entity is not authorized to take any action in the name of, or on behalf of SunTrust, which would violate any of the foregoing.

**8. TERMINATION.** Either Party may immediately terminate this Agreement if the other Party breaches any material obligation under this Agreement, other than non-payment of any fees due that SunTrust disputes in good faith, and the breach remains uncured for thirty (30) calendar days after written notice of the breach is delivered to the breaching Party.

**9. OTHER.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**WHEREFORE,** the Parties have entered into this Agreement.

**Sponsored Entity: City of Fort Lauderdale**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SunTrust Banks, Inc.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**EXHIBIT A  
MARKS**

**SunTrust Marks:**



**Sponsored Entity Marks:**

**Exhibit B**  
**INSURANCE REQUIREMENTS**

**WORKERS' COMPENSATION:**

(A)	Workers' Compensation: Statutorily Required	
(B)	Employer's Liability:	
(1)	Bodily Injury by Accident, for Each Accident:	\$ 500,000
(2)	Bodily Injury for Each Employee by Disease:	\$ 500,000
(3)	Policy Limit for Bodily Injury by Disease:	\$ 500,000

**COMMERCIAL GENERAL LIABILITY:**

Written on a per occurrence basis to include coverage for: Broad Form Property Damage; Bodily Injury; Personal Injury; Blanket Contractual Liability; Products/Completed Operations.

(A)	Combined Single Limit Per Occurrence:	\$1,000,000
(B)	General Aggregate:	\$2,000,000
(C)	Fire Legal Liability Per Occurrence:	\$ 50,000
(D)	Medical Expense Per Person per Occurrence:	\$ 5,000

SunTrust Banks, Inc., its subsidiaries, affiliate companies, its officers, directors and employees will be listed as additional insureds. Supplier's insurance will be primary and non-contributory.

**AUTOMOTIVE LIABILITY:**

Such policy will include coverage for all vehicles owned, hired, non-hired, non-owned and borrowed by Supplier in the performance of the Services covered by this Agreement.

Combined Single Limit:	\$1,000,000
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**UMBRELLA LIABILITY:** Combined Single Limit: \$5,000,000

SunTrust Banks, Inc., its subsidiaries, affiliate companies, its officers, directors and employees will be listed as additional insureds.