

**SPONSORSHIP AGREEMENT WITH BAHIA MAR HOLDINGS, LLC
FOR THE 2026 4TH OF JULY SPECTACULAR**

THIS SPONSORSHIP AGREEMENT (“Agreement”), with an effective date of _____, 2026 (“Effective Date”), is entered into by and between:

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

and

BAHIA MAR HOLDINGS, LLC, a Florida limited liability corporation with its principal address at 117 NE 12th Street, Suite 102, North Miami, FL, 33161 (“Sponsor” or “Bahia Mar Holdings, LLC”).

WHEREAS, the City produces an annual event titled “4th of July Spectacular” which is a long-standing event that attracts about 10,000 to 15,000 local residents and tourists to the City of Fort Lauderdale, with live music and a parade along Las Olas Boulevard with over 100 event registered parade entries. The City is currently planning the 2026 4th of July Spectacular currently scheduled on Saturday, July 4, 2026 (“Event”); and

WHEREAS, Bahia Mar Holdings, LLC desires to partner with the City to co-sponsor the Event with an estimated sponsorship contribution amount of Ten Thousand Dollars (\$10,000) for all goods and services, subject to certain terms and conditions; and

WHEREAS, the City and Bahia Mar Holdings, LLC desire to enter into an agreement to co-sponsor the Event, conditioned upon and subject to certain terms and conditions outlined herein;

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 are acknowledged, the parties agree as follows:

1. **RESPONSIBILITIES OF BAHIA MAR HOLDINGS, LLC:**

BAHIA MAR HOLDINGS, LLC agrees to the following terms and conditions:

- a) Sponsor the Event as the corporate title sponsor and ensure all marketing and promotion materials shall read: “Bahia Mar Holdings, LLC, as Special Sponsor for the 2026 4th of July Spectacular”.
- b) Make a non-refundable cash donation to the City of Fort Lauderdale in the amount of Ten Thousand dollars (\$10,000) on or before _____.

- c) Provide the City with the Sponsor's logo in electronic and print formats for marketing purposes, subject to and conditioned upon the terms and conditions outlined in Paragraph 5 of this Agreement.

2. RESPONSIBILITIES OF THE CITY

The City agrees to the following terms and conditions:

- a) Promote Bahia Mar Holdings, LLC as the Special Sponsor of the Event.
All marketing and promotions shall read: "Bahia Mar Holdings, LLC, as Special Sponsor for the 2026 4th of July Spectacular."
- b) Solicit, secure, contract and pay for all entertainment and performance at the Event.
- 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 creation of and approve the final design for the event poster/flyer by Bahia Mar Holdings, LLC,
- e) Identify Bahia Mar Holdings, LLC, as the Special Sponsor in the following marketing campaign:
 - i. Event posters/flyers
 - ii. City of Fort Lauderdale Web site/cross link
 - iii. All sponsored print and television advertising
 - iv. Calendar listings in local newspapers and magazines
 - v. Press releases
 - vi. Parks & Recreation Events hotline
- f) E-mail the City-approved Event flyer to City's current e-mail list.
- g) Display a Bahia Mar Holdings, LLC, corporate banner on the stage and surrounding areas (Banners to be provided by Bahia Mar Holdings).

3. TERM

This Agreement shall commence on the Effective Date and terminate on _____, 2026, subject to and conditioned upon both the appropriation and availability of City funds in fiscal year 2026-2027. Either party may terminate this Agreement upon thirty (30) days

prior written notice to the other party for breach or failure to cure a default, which said notice shall be calculated from _____, 2026, and subject to and conditioned upon the terms and conditions outlined in 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

Sponsor shall protect and defend at Sponsor'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 Sponsor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of Sponsor, or any third-party claims for trademark infringement or intellectual property claims in connection to any proprietary rights or ownership of Sponsor's logo. 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 Sponsor 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: Shari L. McCartney
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

AS to SPONSOR: Bahia Mar Holdings, LLC,
1175 NE 125th Street
North Miami, FL 33161

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 Sponsor.

12. SECURITIES

Sponsor acknowledges and agrees that City assumes no responsibility whatsoever for any property, materials, or equipment of Sponsor, 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 Sponsor.

13. COMPLIANCE WITH LAWS

Sponsor 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

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

16. NON-DISCRIMINATION

Sponsor shall not in exercising any of the rights or privileges granted to Sponsor 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. Sponsor 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. Sponsor understands that Sponsor 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. PUBLIC RECORDS

IF THE SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Sponsor shall comply with public records laws, and Sponsor shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Sponsor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Sponsor or keep and maintain public records required by the City to perform the service. If the Sponsor transfers all public records to the City upon completion of the Contract, the Sponsor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Sponsor keeps and maintains public records upon completion of the Contract, the Sponsor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

18. E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Sponsor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

- a. The Sponsor shall require each of its subcontractors, if any, to provide the Sponsor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Sponsor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

- b. The City, the Sponsor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2025), as may be amended or revised, but that the Sponsor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Sponsor and order the Sponsor to immediately terminate the contract with the subcontractor, and the Sponsor shall comply with such order.
- d. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2025), as may be amended or revised, the Sponsor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Sponsor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
- e. Sponsor shall include in each of its subcontracts, if any, the requirements set forth in this section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this section in their subcontracts. Sponsor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

19. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

20. ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the Sponsor shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the Sponsor under penalty of perjury attesting that the Sponsor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

21. MISCELLANEOUS

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

City reserves the right to change, modify, or cancel the Event, at the sole discretion of the City through its Parks and Recreation Director or his designee, due to the threat of severe inclement weather (i.e. thunderstorms, hurricanes, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics and similar circumstances. City shall not be liable for any loss of profits or damages claimed by Sponsor.

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:
SHARI L. MCCARTNEY, City Attorney

Patricia SaintVil-Joseph
Assistant City Attorney

SPONSOR

WITNESSES:

[Signature]
Signature

Francis Weiss
Print Name

[Signature]
Signature

Kurt D. Jensen
Print Name

PRH/ TRR Bahia Mar Holdings LLC, a Florida limited liability company.

By **PRH Bahia Mar Member, LLC, a Florida limited liability company, as Manager.**

By: **PRHI Manager, LLC, a Florida limited liability company.**

[Signature]
Ben Gerber
Vice President

[CORPORATE SEAL]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of April, 2026, by **Ben Gerber**, as Vice President for **PRHI Manager, LLC**, a Florida limited liability company, as Manager for **PRH Bahia Mar Member, LLC**, a Florida limited liability company, as Manager for **PRH/TRR BAHIA MAR HOLDINGS, LLC** a Florida limited liability corporation.

[NOTARY SEAL]

[Signature]
(Signature of Notary Public- State of Florida)

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

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

