

**SPONSORSHIP AGREEMENT WITH BANK OF AMERICA
FOR THE 2026 ANNUAL STARLIGHT MUSICALS**

THIS SPONSORSHIP AGREEMENT (“Agreement”), with an effective date of _____, 2026, 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, Charlotte, 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 2026 Annual Starlight Musicals series for a nine-week period, beginning June 5, 2026 through and including August 14, 2026 (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 2026 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, 2026.
- 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, 2026, 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 2026 Annual Starlight Musicals". Bank of America shall provide the City with an electronic version of its company Logo. Prior to any use of the Logo, the City shall submit a proof of each proposed use of the Logo ("Proof") to the designated Bank of America employee ("Employee") for review and approval, consistent with the terms and conditions outlined in the Logo License Agreement, attached hereto and incorporated herein as Exhibit B.

- 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 2026 Annual Starlight Musicals brochure by BOA.
- e) Facilitate the creation of and approve the final design for each 2026 Annual Starlight Musicals concert poster by BOA.
- f) Produce 10,000 brochures and 200 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 (200 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 2026 Annual Starlight Musicals concert promoting Bank of America as the Title Sponsor.

3. TERM

This Agreement shall commence on June 5, 2026, and terminate on August 14, 2026. 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: Shari L. McCartney
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1605
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. 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
Acting City Manager

Date: _____

Approved as to form and correctness:
SHARI L. MCCARTNEY, City Attorney

Patricia SaintVil-Joseph
Assistant City Attorney

SPONSOR

WITNESSES:

BANK OF AMERICA CORPORATION,
a Delaware profit corporation.

Carolyn Bean

Sandra Juliachs

Signature

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

Carolyn Bean
Print Name

Pais B. Henry
Signature

Pais B. Henry
Print Name

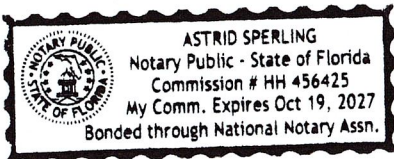
[CORPORATE SEAL]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of June, 2026, by **SANDRA JULIACHS**, as Senior Vice President and Market Manager Fort Lauderdale for **Bank of America Corporation**, a Delaware profit corporation.

[SEAL]

Astrid Sperling
(Signature of Notary Public- State of Florida)



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

Personally known _____ OR Produced Identification
Type of Identification Produced FL Driver License

Exhibit A
2026 Starlight Musicals Schedule

Presented by:

BANK OF AMERICA



Starlight Musicals

CELEBRATING 47 YEARS

10 WEEKS OF MUSIC UNDER THE STARS!
FRIDAYS, 7-10 PM | JUNE 5 - AUGUST 14, 2026
HOLIDAY PARK | E. SUNRISE BOULEVARD AND FEDERAL HIGHWAY



JUNE 5
ANDREW MORRIS BAND
(Country)



JUNE 12
VALERIE TYSON BAND
(R&B)



JUNE 19
ROCKABILLY KINGS
(Jump Swing)



JUNE 26
SABOR LATINO
(Latin)



JULY 10
THE PITBULL OF BLUES
(Blues)



JULY 17
REACTION BAND
(Popular Music)



JULY 24
BRASS EVOLUTION
(Classic Rock with Horns)



JULY 31
SHAW DAVIS BAND & THE BLACK TIES
(High-Powered Rock)



AUGUST 7
MISCHIEF
(Pop)



AUGUST 14
SHANE DUNCAN BAND
(Ultimate Party Band)

INFO: (954) 828-5363 | parks.fortlauderdale.gov/starlight



If you would like this publication in an alternate format or if you need reasonable accommodation to participate in this event, please call (954) 828-PARK (7275) or parksinfo@fortlauderdale.gov.

Exhibit B
2026 BOA Logo License Agreement

Employee: The employee signing this agreement on behalf of Bank of America.

Company: The party requesting use of Bank of America's logo.



Logo License Agreement

1. Subject to the terms and conditions of this Agreement, Bank of America Corporation ("Bank of America") hereby grant ("Company") a limited license to use the Bank of America name and/or logo ("Logo"). Company is entitled to use the Logo for a period of eighteen (18) months beginning _____, 20____ in the following location: _____ ("Territory"). Company's use of the Logo shall be limited to the following specific purposes: _____ (the "Licensed Activities").
2. This limited license is a) personal to Company and non-transferable and non-assignable by Company; and b) non-exclusive and royalty-free. Any rights not expressly granted in this Agreement remain with Bank of America. All goodwill arising from use of the Logo by Company shall belong exclusively to Bank of America.
3. Bank of America shall provide Company with an electronic version of the Logo. Prior to any use of the Logo, Company shall submit a proof of each proposed use of the Logo ("Proof") to the designated Bank of America employee ("Employee") for review and approval. The Employee is required to submit the Proof via the Ad Review (MAP) process. Company shall make no use of the Logo until after receiving approval from the Employee, and Company shall only use the Logo in the form and manner of the approved Proof. If Company desires to make any changed use of the Logo during the term of this Agreement, it must first submit a Proof of such new use and obtain approval in the same manner describe in this Section.
4. Bank of America may terminate this Agreement at any time and for any reason in its sole discretion by giving Company written notice of such termination. Reasons for such termination may include, without limitation, breach of any provision of this Agreement. Upon termination or expiration of this Agreement, Company shall immediately discontinue use, and shall make no further use, of the Logo.
5. Company shall only use the Logo in connection with Licensed Activities in the Territory and shall make no use of any other trademarks of Bank of America in connection with any goods or services. In connection with its use of the Logo and all Licensed Activities, Company shall a) comply with all applicable laws and regulations; b) comply with all quality control requirements established by Bank of America; c) not engage in any activity, except those approved by Bank of America.
6. To the extent permitted by law and subject to the terms and conditions outlined herein, Bank of America grants this license with no representations or warranties of any kind. Company shall defend, indemnify and hold Bank of America, its subsidiaries and agents harmless from and against any and all claims, damages, liabilities and other costs (including reasonable attorney's fees) asserted against or incurred by Bank of America due to Company's use of the Logo.
7. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between the parties with regard to the subject matter addressed herein. No amendment, modification or waiver of any of the provision of this Agreement shall be valid unless set forth in writing and signed by the parties hereto. The laws of the State of Florida and the federal laws of the United States of America shall govern this Agreement. Company shall bear all of its own costs in connection with this Agreement and performance of its obligations hereunder. This Agreement may be executed in counterparts. Facsimile or emailed copies of the signed Agreement or counterparts shall be deemed an equivalent to a signed original.

8. Bank of America Corporation (to be completed by the Bank of America Employee)

Employee Name (print): SANDRA JULIACHS

Title: SVP Market Executive

Phone Number: 954-765-2090

Email Address: sandra.m.juliachs@bofa.com

Signature: Sandra Juliachs

9. Company (to be completed by Company requesting logo rights)

Company Name:

Company Representative Name (print):

Title:

Phone Number:

Address:

Email Address:

Signature: _____

Bank of America employees: email to brand@bofa.com