

**Flagler County School District and  
Flagler Broadcasting, LLC  
Fund Raising Event Agreement**

1. **PARTIES:** This Agreement is entered into between Flagler Broadcasting, LLC and Flagler County Public Schools (FCPS).
2. **PURPOSE:** The purpose of this Agreement is to recognize the partnership endeavor between the parties to foster mentoring relationships between the students of Flagler County Schools and experienced leading professionals in the broadcasting and sales industry as well as contribute a portion of the proceeds from this event to student programs including the Future Problem Solvers Program.
3. **WHEREAS,** Flagler Broadcasting, LLC and FCPS wish to partner together to undertake and organize a fundraising event to benefit the student programs and Future Problem Solvers Programs by conducting the First Inaugural Boat, Car and RV show to be held in the parking lots of the Flagler Palm Coast High School located at 5500 E. Highway 100, Palm Coast, FL 32164.
4. **PROPOSED ARRANGEMENT:** Flagler Broadcasting, LLC and the vendors participating in this event will provide mentorship opportunities to the students of FCPS. The students will be afforded the opportunity and ability to shadow and train with employees of participating vendors and Flagler Broadcasting. FCPS will confirm the student participation for planning purposes by \_\_\_\_\_. FCPS will receive "presenting" status in all marketing. FCPS shall receive 20% of the gross advertising sales generated by this event. Flagler Broadcasting, LLC will secure the vendors for this event. The vendors participating in this event will be displaying boats, cars and RV's. No other vendors will be permitted at this event without the prior written approval of the parties. Vendors are not permitted to sublease to other vendors.

Flagler Broadcasting, LLC will promote and advertise the event over their radio stations. Flagler Broadcasting, LLC will incur all advertising and marketing costs and expenses. Flagler Broadcasting will secure proper liability insurance for this event to cover any injury, loss or damage of property displayed or stored on FPCHS property for the duration of the event. FCPS must be named as an additional insured on the certificate of insurance.

Flagler Broadcasting, LLC and all vendors shall assume the defense, hold harmless and indemnify FCPS and/or any of its officers, agents or employees from any and all claims, demands, penalties, judgments, court costs, including attorney's fees, and liabilities of every kind and nature whatsoever in conjunction with any injury to or death of any person or damage to property due to or arising out the demised premises or any part thereof, or from the use of the premises by anyone occupying or using the same, or arising out of any activity of this event.

FCPS will provide electrical for vendors, custodial services and restroom facilities for vendors and the general public. The students of FCPS will be responsible for all concessions selling food and/or drink at this event. The FPS will be responsible for attending and maintain the booths showcasing the FPS projects.


Vendors shall be responsible for their applicable taxes, licenses and security for products left overnight on school property.


Flagler Broadcasting, LLC and FCPS shall develop a traffic and parking plan for vendors and the general public that ensures easy access and public safety. Flagler Broadcasting will submit to FCPS a preliminary vendor layout to the District by August 23, 2016 for review and comment.

5. **TIMELINE and PARAMETERS:** Tents no larger than 20 x 20 will be set up in designated locations after 2:30 p.m. on Thursday, September 8, 2016. Vendors will be permitted to set up after 3:00 p.m. on Friday, September 9, 2016. All vendors must vacate by a.m./p.m. on Sunday, September 11, 2016. Hours of event to be determined.

IN WITNESS WHEREOF, the Parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the 19<sup>th</sup>, day of August, 2016.

  
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Jacob Oliva, Flagler School District Superintendent

  
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Dustin Sims, Principal Flagler Palm Coast High School

  
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David L. Ayres – VP/GM Flagler Broadcasting, LLC