

Event Agreement
Flagler County Board of County Commission and
Spartan Race, Inc.

PREAMBLE

The following shall set forth the agreement (“Agreement”) effective between the **Flagler County Board of County Commissioners** (*hereafter referred to as “County”*) and the **Spartan Race, Inc.** (*hereafter referred to as “Event Owner”*) for the purpose of conducting an extreme obstacle running “Super Series” race, (*hereafter referred to as the “Event”*) in Flagler County. The Event will take place in November, 2016, with Event Owner staff on-site from a week before the Event until several days after.

1. County Responsibilities

- A. County will provide an event posting on www.palmcoastandtheflaglerbeaches.com
- B. The event posting will include a link to the official Event page, provided by Event Owner, to include the schedule and details as they relate to: parking, registration, sponsorship, merchandise sales, concessions, and all other activities relating directly or indirectly to the operation of the Event (if applicable).
- C. County and the Event Owner shall share responsibility for promoting the Event to residents in and out of Flagler County.
- D. County will assume the responsibility of planning all staff housing and seeking out discounted lodging rates for all participants and spectators.
- E. County will make arrangements to help plan the on-site medical personnel, medical equipment, transportation and water needs.
- F. County will assist in the recruitment of volunteers for the Event.

3. Event Owner Responsibilities

- A. Event Owner will provide the Super Level Event of the Spartan Race Series in Flagler County with a minimum of 3,000 Event competitors.
- B. Event Owner will provide all necessary equipment for the Event.
- C. Event Owner will contract and fund all independent contractors (personnel, medical equipment, transportation, police support, etc...) associated with the Event.
- D. Event Owner will create a site and course map of the Event.
- E. Event Owner is responsible for providing a safe environment for all participants and spectators.
- F. Event Owner will provide all Event staff.
- G. Event Owner will be responsible for online registration for the Event in an efficient manner.
- H. Event Owner’s appointed representative shall have sole and absolute discretion to declare the venue unsafe, due to weather conditions.

J. Event Owner shall provide a Certificate of Insurance to the County providing one million dollars (\$1,000,000) in general liability coverage, listing the Flagler County Board of County Commissioners as “additional insured” for the Event.

4. **Financial Responsibilities**

A. Through the approval of the Flagler County Tourist Development Council and the Flagler County Board of County Commissioners, County will provide the Event Owner twenty-five thousand dollars (\$25,000) for expenditures related to the Event that fall into one or more of the following categories: Local Advertising – directly related to the event; Security (i.e. police, sheriff deputies, ushers, marshals, etc.); Contract Labor, Maintenance, Janitorial and other Clean-up, Rental Items (i.e. tents, toilets, barricades, etc.); Volunteer and Officials Incentives (non-cash); Photography and Videography; Graphic Design; Volunteer and Staff Food and Beverage; and Local Printing (i.e. directional signage, results, programs, heat sheets, etc.).

B. All Event expenses set forth in sub-paragraph A, above, which are in excess of twenty-five thousand dollars (\$25,000) and all other costs associated with the operation of the Event, including but not limited to Event Owner’s transportation and housing, shall be the responsibility of the Event Owner.

5. **Indemnification** Event Owner shall defend, indemnify, and hold harmless the Flagler County Board of County Commissioners, and their officers, directors, agents and employees from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses (whether based on tort, breach of contract, product liability, patent or copyright infringement or any other cause of action or claim), including legal fees and expenses, of whatever kind or nature, arising out of or based on the Event Owner’s operation of the Event or arising from any breach by Event Owner of its obligations under this Agreement.

6. **Compliance with Laws & Regulations** County and Event Owner represent and warrant that County and Event Owner will comply with all applicable state, federal and local laws and regulations relating to operation of the Event.

7. **Waivers** No release or waiver of any provision of this Agreement shall be enforceable against or binding upon a party unless in writing and executed by the releasing or waiving party. The failure to insist upon specific performance of any of the agreements, terms, covenants or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that either party may have or a waiver of any subsequent courses of actions or claims based upon breach or default of any of such agreements, terms, covenants, and conditions.

8. **Relationship of Parties** The parties of this Agreement are independent contractors, and nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, employment or agency relationship between parties.

9. **Amendments** No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by both parties.

10. **Impossibility** The performance of this Agreement is subject to any circumstances making it illegal or impossible to manage the Event, including acts of God, war, inclement weather, government regulations, strikes, disaster or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Event Owner or County to the other within seven days of learning the basis for termination. If the Event is cancelled for any of the above reasons, any funds provided by County to Event Owner not expended shall be remitted to the County.

11. **Governing Law and Venue** The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler

County, Florida. In the event of a dispute, this Agreement shall be interpreted under Florida Law except its conflict of laws provisions.

Please indicate your acceptance of the foregoing terms and conditions by signing and dating the space below and returning one fully executed copy of this Agreement to HOST.

Flagler County Board of County Commissioners

ATTEST:

Gail Wadsworth,
Clerk of the Circuit Court and Comptroller

Approved As To Form

Al Hadeed, County Attorney

Barbara S. Revels, Chair

Date Signed: _____

Spartan Race, Inc.

Signature

Print Name and Title

Date Signed: _____

Witness:

Signature

Print Name and Title