

RESOLUTION NO. 2009- 350

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS,
PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A
HOSPITALITY PURCHASE AGREEMENT BETWEEN ST. JOHNS
COUNTY, FLORIDA, AND THE PGA TOUR, INC., AND AUTHORIZING
THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE
AGREEMENT ON BEHALF OF THE COUNTY**

WHEREAS, St. Johns County, Florida (County) is providing funds to The PGA TOUR for sponsorship of the 2010 “The Players” Golf Tournament; and

WHEREAS, both the County and The PGA TOUR desire to enter into a PGA TOUR Hospitality Agreement (Agreement) (attached hereto, and incorporated herein), which provide certain marketing and sponsorships services, which will be of benefit to the County; and

WHEREAS, as noted in the Agreement, the proposed compensation is not to exceed Two hundred thousand (\$200,000) for sponsorship of the 2010 “The Players” Golf Tournament; and

WHEREAS, the amount of compensation will be paid from Category III Tourist Development Tax funds; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said amendment to the Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between St. Johns County, Florida, and The PGA TOUR, Inc., and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of December, 2009.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Attest: Cheryl Strickland, Clerk By:

Pam Halteman
Deputy Clerk

Ron Sanchez
Ron Sanchez, Chair

RENDITION DATE 12/3/09



HOSPITALITY PURCHASE AGREEMENT

THIS HOSPITALITY PURCHASE AGREEMENT (this "Agreement") for the purchase of elements listed herein is made and entered into between PGA TOUR, Inc. ("TOUR"), and the party listed below as Purchaser. In consideration of the respective rights and obligations under this Agreement and other valuable consideration, TOUR and Purchaser have fully reviewed and agreed to all of the terms and conditions of this Agreement.

Tournament: THE PLAYERS Championship
 Location: TPC Sawgrass, 2010
 Dates: May 3-9, 2010

SOLD TO:		SHIP TO:	SAME
Purchaser	St. Johns County	Company	_____
Attn:	Troy Blevins	Attn:	_____
Address	2175 Mizell Road	Address	_____
Suite	_____	Suite	_____
City	St. Augustine	City	_____
State & Zip	Fla. 32080	State & Zip	_____
Phone	904-209-0326	Phone	_____
Email	tblevins@sjcfl.us	Email	_____
Acct No.	241704		

- Inventory: Purchaser will receive the inventory listed in Exhibit A.
- Investment: One Year 2010 Only = \$200,000, plus applicable taxes
- Payment: 2010 Investment: Fifty percent (50%) due upon execution of this Agreement
 Remaining balance due by 90 days prior to the Tournament
 (invoices will be provided)
 Remit payment to: THE PLAYERS Championship
 P.O. Box 863082
 Orlando, FL 32886-3082
- Term: The duration of this Agreement runs from January 1, 2010 through May 10, 2010

Payments by check should be made payable to "THE PLAYERS Championship". Exhibit A and the Terms and Conditions contained in the following four pages are expressly made a part of this Agreement.

PURCHASER	PGA TOUR, INC.
By: _____	By: <u>Charlene Shirk</u>
Title: _____	Title: <u>Dir Community Relations & Business Dev</u>
Date of Execution: _____	Date of Execution: _____

Please fax signed contract to 904-285-5795

THE PLAYERS Championship

Hospitality Agreement

St. Johns County

Exhibit A

Objective: Utilize certain assets of THE PLAYERS, the PGA TOUR, and St. Johns County Tourist Development Council (TDC) in a coordinated multi-media campaign to build brand awareness of Ponte Vedra Beach and St. Johns County as home of THE PLAYERS, the PGA TOUR, and as a year round visitor and meetings destination. The COUNTY will promote Hospitality House to third- party tour operators and corporate meeting planners as an incentive to plan programs to St. Johns County.

Website: **VISITPONTEVEDRA.com** is a joint website development project between the TDC and the Ponte Vedra Beach Chamber of Commerce for the purpose of promoting Ponte Vedra Beach as a year-round vacation and meetings destination.

VISITPONTEVEDRA.com will also serve as a trusted source for visitor information relative to attending THE PLAYERS with links to and from pgatour.com.

THE COUNTY will not allow advertising on **VISITPONTEVEDRA.com**, but will use the space to promote events and activities outside of THE PLAYERS with the primary focus being post-tournament events and activities designed to encourage incremental visitor spending in St. Johns County.

THE PLAYERS Management will cooperate with the COUNTY to develop appropriate content about the tournament for **VISITPONTEVEDRA.com**.

THE PLAYERS Management will promote **VISITPONTEVEDRA.com** to tournament ticket buyers and to media representatives covering the tournament through email blasts, press releases and other sources that may be available to them.

THE PLAYERS Management will use their strategic relationships with Golf Digest, Delta Sky Magazine and Delta In-flight to promote **VISITPONTEVEDRA.com** and a broad range of amenities available in St. Johns County including, but not limited to, St. Augustine and the beaches of Anastasia Island, Ponte Vedra Beach, the World Golf Hall of Fame and World Golf Village, TPC Sawgrass, THE PLAYERS Championship, PGA TOUR Academy, PGA TOUR Experience.

During the time period of January – May, **VISITPONTEVEDRA.com** will be very THE PLAYERS centric, building up to the tournament with heavier than normal area golf-related content, accommodations/golf packages and consumer promotions (sweepstakes), golfing tips from area pros, buzz blogs during the tournament and an interactive area for sharing your best golf stories. **VISITPONTEVEDRA.com** will also include link for corporations interested in THE PLAYERS hospitality packages.

Email: Email blast to PLAYERS ticket purchasers approximately six weeks prior to tournament to inform visitors of additional attractions and events in St. Johns County.

Publication(s): Two publications may be published by THE PLAYERS during the tournament, the Official PLAYERS Program (if published) and the PLAYERS Daily Pairing Guides. The COUNTY will provide content to THE PLAYERS staff to develop editorial content promoting Ponte Vedra Beach and St. Johns County for the publication(s).

Television: Network television broadcasts of THE PLAYERS reach a significant world-wide audience and could provide glimpses of St. Johns County assets to million of viewers.

To the extent possible, THE PLAYERS Management will work with the tournament's broadcasting partners to include footage of Ponte Vedra Beach and St. Johns County tourism related amenities on the Golf Channel and NBC broadcasts.

The COUNTY will cooperate with THE PLAYERS staff in obtaining appropriate video footage for use during the broadcasts.

THE PLAYERS Management will provide the COUNTY with a report within 90 days of the close of the tournament, documenting the results of their efforts.

- Public Speaking: Promote Ponte Vedra Beach in all PLAYERS public speaking opportunities
- Giving Back Month: Include St. Johns County in month event showcasing area non-profits
- Investment: The package price is \$200,000 plus applicable sales tax
- Development: Hospitality House is a reserved facility designed to engage customers and prospects for economic and tourism development on the First Coast.
- Location: 16 Green with view of 17 Green
- Tickets: 32 tickets per day with access to Hospitality House, Thursday – Sunday. The tickets to Hospitality House are inclusive of food and beverage products and service. The tickets also provide access to the tournament grounds and all areas accessible to the general public.
- Access Control: A Hospitality House ticket is required for admission to the tent. Other ticket types are not permitted entry into Hospitality House.
- Hospitality: Hospitality House is a reserved hospitality venue physically located adjacent to the 16th Green with a view of the 17th Green during the tournament designed to engage customers and prospects for economic and tourism development on the First Coast. The Hospitality House package is inclusive of food and beverage products and services. Such products and services will be provided by the exclusive on-course caterer selected by TOUR.
- The COUNTY will work with THE PLAYERS Management to add decorative items and limited displays to the interior of Hospitality House highlighting St. Johns County assets during the tournament. It will be the responsibility of the COUNTY to supply decorative or display materials for use in Hospitality House.
- Parking: 2 Lot 2 VIP Parking passes per day providing on-site parking, Monday – Sunday.
4 Lot 3 VIP Parking passes per day providing on-site parking, Monday – Sunday.
10 Lot 11 Preferred Parking passes per day, Thursday – Sunday.
- Invitations: 4 invitations (for 2 people each) to attend THE PLAYERS Championship Charity Celebration during Tournament week.
- Publications: Complimentary copies of the Pairing Sheets delivered daily.
- Décor: Purchaser may assist with the decor on the interior of Hospitality House. No signage or promotional material may be visible from outside of Hospitality House.
- Signage: Purchaser Company name will appear (in text only – no logos) outside the front entrance to Hospitality House, on a sign provided by TOUR, printed in block letters. Unless otherwise advised, Company name will appear as written on page one of this hospitality agreement.
- W-9 FTID number for PGA TOUR is 52-0999206.

TERMS & CONDITIONS

1. **PAYMENT TERMS.** In consideration for the Inventory listed in Exhibit A, Purchaser shall pay to TOUR the Investment plus all applicable sales tax as outlined on Page 1.
2. **DELIVERY OF INVENTORY.** TOUR shall not be obligated to provide the Inventory until TOUR receives the full and timely payment of the Investment from Purchaser in accordance with this Agreement. TOUR reserves the right to modify the Tournament Location and/or Dates in its sole discretion. TOUR will notify Purchaser of any such modification via the address and/or email set forth below. Purchaser shall receive the Inventory at such rescheduled or relocated Tournament. No such modification shall entitle Purchaser to a refund of the Investment.
3. **FOOD & BEVERAGE.** Purchaser acknowledges that the Investment may be exclusive of food and beverage products and services. If food and beverage is included, such inclusion is detailed in Exhibit A. Further, food and beverage may be purchased throughout the golf course by Purchaser at an additional cost to Purchaser. In addition, professional caterers, selected by TOUR, will be assigned by TOUR when applicable. If Purchaser is assigned a caterer by TOUR, the applicable caterer shall provide to Purchaser a variety of menu options in exchange for the minimum catering charge. Additional catering charges may apply for other food and beverage services mutually agreed upon by Purchaser and the applicable caterer. Hours of food and beverage service are to be mutually agreed upon by Purchaser and the caterer.
4. **WEATHER & POLICY.** Purchaser acknowledges and agrees that the Investment is nonrefundable, and Purchaser shall not be entitled to a refund of any portion of the Investment in the event the Tournament is cancelled, postponed, delayed or rescheduled due to weather, an act of God, state of war, union strike or any other condition beyond the reasonable control of TOUR. In the event the Tournament is postponed, delayed or rescheduled due to any of the reasons listed above, Purchaser shall enjoy all rights and privileges listed hereunder at the rescheduled Tournament at no additional charge to Purchaser.
5. **NO LICENSE.** Purchaser acknowledges and agrees that no right or license to the use of any TOUR or Tournament trademarks, names or logos has been granted hereunder, and Purchaser shall not use, in any manner, any TOUR or Tournament trademarks, names or logos without TOUR's prior written consent. Notwithstanding the foregoing, Purchaser may acquire products (goods, merchandise or other items) bearing the trademarks, names, or logos of the Tournament sourced only from Official Licensees of TOUR. TOUR shall provide contact information for Official Licensees of TOUR to Purchaser upon request.
6. **PRODUCTS.** Purchaser shall not distribute any goods or merchandise at the Tournament without the prior written consent of TOUR.
7. **ADMITTANCE.** TOUR reserves the right to refuse or revoke admittance to the Tournament for any person who acts in a disorderly or disruptive manner, as determined by Tournament officials and/or to refuse or revoke use of any other privileges granted in this Agreement due to such conduct. In such event, Purchaser shall not be entitled to any return or refund of any of the Investment paid to TOUR.
8. **YOUTH POLICY.** Children and youth eighteen years of age and younger admitted free with ticketed adult; provided, however, youth access is restricted to grounds only (no hospitality access).
9. **NO RESELLING.** No privileges, including, without limitation, badges, credentials and/or tickets, contained in the Inventory may be conveyed, assigned, sold or otherwise transferred to another person or entity for financial consideration without the prior written consent of TOUR. In the event of any such conveyance, assignment, sale or other transfer, TOUR shall have the right to refuse or revoke use of any badge, credential, ticket or other privilege provided in the Inventory, and Purchaser shall not be entitled to a return or refund of any of the Investment.
10. **CONFIDENTIALITY.** Each party acknowledges that the other party may be in a position as a result of this Agreement to gain confidential information about the other party. It is specifically noted that neither party is under a duty to provide access to, or reveal any information deemed confidential under State, or Federal law, or otherwise protected under County, State, or Federal law.
11. **ACCESS TO RECORDS.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), as amended, and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
12. **INDEMNIFICATION.** To the extent permitted by law, TOUR shall indemnify, defend, and hold Purchaser (including the County's officials, employees, agents, and authorized representatives) harmless from and against all claims and reasonable costs, expenses, and fees (including reasonable attorneys' fees) associated with its obligations under this Agreement. To the extent permitted by law, Purchaser, shall indemnify, defend, and hold TOUR (including its subsidiaries and affiliates, and their respective officers, directors, and employees) harmless from, and against, all claims and reasonable costs, expenses and fees (including reasonable attorneys' fees) associated with its obligations under this Agreement.
13. **NOTICE OF ALLEGED VIOLATION.** With respect to TOUR, for any alleged breach or violation of this Agreement which may give rise in the future to either an administrative or judicial action, or both, against the County/Purchaser, TOUR must provide written or electronic notice to the County Administrator within forty-five (45) days of the alleged breach or violation occurring. It is acknowledged that this provision provides a different means of notice that noted elsewhere in this Agreement. For purposes of this section, the method of notice set forth in this section should be followed by TOUR.
14. **TERMINATION/CANCELLATION.** As a result of the time-sensitive and time-intensive aspects of this Agreement, this Agreement may not be terminated or cancelled unless the termination or cancellation is due to a breach by TOUR or Purchaser and

such breach is not cured by TOUR or Purchaser within 10 days of notice by the non-breaching party. In the event of an uncured breach by Purchaser, TOUR shall retain all payments received hereunder as of the date of termination and shall have the right to pursue all available remedies at law or otherwise. In the event of an uncured breach by TOUR, TOUR shall, no later than 30 days from the initial notice of the breach, refund Purchaser the full Investment. Moreover, under such a circumstance, Purchaser shall have the right to pursue all available remedies at law or otherwise.

15. SEVERABILITY. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

16. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida. Purchaser may not assign its rights or obligations hereunder without the prior written consent of TOUR. No amendment to this Agreement shall be effective unless in writing and executed by all parties. This Agreement may be executed in any number of counterparts, including via facsimile, and each such counterpart shall be deemed an original.

17. PAYMENT DISCLOSURE. Payments hereunder are not tax deductible as a charitable contribution. This investment may qualify for a 100% deduction as an entertainment expense incurred in connection with a charitable sporting event. Please consult your tax advisor.