

**AMENDMENT NO. 6 TO THE AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND
A NATIONAL SALUTE TO AMERICA'S HEROES, LLC**

This Amendment No. 6 ("Amendment") to the Agreement dated February 1, 2016, by and between the City of Miami Beach, Florida ("City") and A National Salute to America's Heroes, LLC, a Florida limited liability company (the "Applicant" or "Producer"), is entered into this ____ day of _____, 2024.

RECITALS

WHEREAS, on or about February 1, 2016, the City and the Producer, a for-profit entity of the State of Florida, executed an Agreement with respect to the production of an annual Air & Sea show event (each, an "Event" or "Annual Show") subject to the terms and conditions therein; and

WHEREAS, Amendment No. 1 to the Agreement was approved by the Mayor and City Commission on April 26, 2017, via Resolution No. 2017-29848, and provided for the waiver of special event permit fees for the 2017 Annual Show; and

WHEREAS, on November 3, 2017, the City and Producer executed Amendment No. 2 to the Agreement, delineating the terms of an expanded Annual Show for the 2018 Event activation; and

WHEREAS, Amendment No. 3 to the Agreement, entered into on March 29, 2018, set forth the terms for a concert to take place during the 2018 Annual Show; and

WHEREAS, on July 2, 2018, the Mayor and the City Commission, adopted Resolution No. 2015-29226, directing the Administration to negotiate revisions to the Agreement for the 2019 Annual Show activation, and further specified that no City funding would be provided for any concert that may be produced in conjunction with the Annual Show, if any; and

WHEREAS, on September 21, 2018, the Mayor and City Commission adopted Resolution No. 2018-30509, approving the terms and conditions for the activation and City sponsorship of the 2019 Annual Show, which took place May 25-26, 2019, including the City's payment of a maximum not to exceed amount of \$350,000.00 for Event-related Public Services, as well as a City waiver of special event permit fees estimated to total \$154,062.00, which was memorialized in Amendment No. 4 to the Agreement; and

WHEREAS, due to the COVID-19 pandemic, on or about April 6, 2020, in consultation with the Producer, the City exercised the force majeure provision of the Agreement and cancelled the 2020 Annual Show; and

WHEREAS, on April 22, 2020, the Mayor and City Commission adopted Resolution No. 2020-31231, approving Amendment No. 5 to the Agreement; said Amendment approving a three

(3) year extension of the Agreement, and specifying the terms and conditions for the activation for the 2021-2023 Annual Shows, including the City's payment of a maximum contribution of \$350,000 for Event-related public services for each Annual Show; and

WHEREAS, upon presenting the draft Amendment No. 5 to the Producer, the Producer advised that it was under the impression that the City Commission's extension of the Agreement would include the 2024 Annual Show; and

WHEREAS, on April 29, 2021, the Mayor and City Commission adopted Resolution No. 2021-31673, authorizing an amendment to the Agreement for the sole purpose of including the 2024 Air and Sea Show event to the scope of the Agreement, on the same terms and conditions as applicable to the 2021-2023 Annual Shows, to take place during Memorial Day weekend of each year; and

WHEREAS, on May 4, 2021, the City and Producer executed Amendment No.5, incorporating the 2021-2024 Annual Shows into the Agreement; and

WHEREAS, the term of the Agreement has expired with the 2024 Annual Show and the Producer has requested that the term of the Agreement be extended concurrent with the Producer's renewal of the title Sponsor, Hyundai, for the years 2025, 2026, and 2027; and

WHEREAS, the Annual Shows have proven to be a positive activation for the City in the last five years, and on June 26, 2024, the Mayor and City Commission adopted Resolution No. _____, approving, in substantial form, this Amendment to the Agreement; said Amendment extending the term of the Agreement to run concurrent with the Hyundai sponsorship for an additional three (3) years to include 2025, 2026, and 2027.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Producer hereby agree to this Amendment, as follows:

I. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

II. MODIFICATIONS.

A. The City's current Special Event Rules and Regulations, as referenced in Subsection 4(f) of the Agreement are attached hereto as Exhibit "E", subject to amendment by the City from time to time.

B. The first sentence of Section 20 (TERM AND TERMINATION) and Subsection (a) therein is hereby deleted in its entirety and replaced as follows:

20. TERM AND TERMINATION: The City hereby grants to the Producer the exclusive right and privilege to conduct the Air and Sea Show annually, during the Memorial Day weekend, for the years 2016 – 2027, subject to the following conditions:

- a. Prior to the September 15th of each year preceding the next Annual Show, the City Commission, at its sole and absolute discretion, may terminate this Agreement for its convenience upon written notice to the Producer. The only method for any such cancellation of the Agreement for the City's convenience shall be by motion approved by the City Commission, prior to the September 15th of each year preceding the next Annual Show. The Producer shall be given fourteen (14) days advance notice (via email to mickey@mdmgroupp.com) of the City Commission meeting at which such cancellation shall be determined. If the City elects to terminate this Agreement for its convenience prior to the expiration of the Term, the City shall not produce or permit another Air & Sea Show on the City's beach for two (2) calendar years after the last Event is produced by the Producer.

C. Section 30 (NO DISCRIMINATION) is hereby deleted in its entirety and replaced with the following:

30. NO DISCRIMINATION:

- a. In connection with the performance of the Services, Producer shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.
- b. Additionally, Producer shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment (including independent contractors), housing, public accommodations, public services, and in connection with its membership or policies because of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, hair texture and/or hairstyle, domestic partner status, labor organization membership, familial situation, or political affiliation.

IV. RATIFICATION.

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY: **CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: _____
Rafael E. Granado, City Clerk **Steven Meiner, Mayor**

Date

FOR PRODUCER: **A NATIONAL SALUTE TO AMERICA’S
HEROES, LLC**

ATTEST:

By: _____
Rickelle Williams, Interim City Manager

Print Name

Print Name

Date

EXHIBIT E
Special Event Rules and Regulations

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EXHIBIT F

Scope of Services for the 2025-2027 Annual Shows

A. Subject to the Producer's compliance with the City's special event permitting requirements, including any approvals, permit conditions or requirements of any regulatory agencies having jurisdiction (including, without limitation, the City's Fire Department, Public Works Department, or Building Department; or any other State, County or City emergency management orders, curfews or other protocols) ("Agencies Having Jurisdiction"), and further subject to the City approval process provided for in the Agreement (including Section 4 thereof) as amended herein, the City agrees to the following programmatic scope of activation related to the 2025-2027 Annual Shows:

1. Notwithstanding any provision to the contrary in the Agreement, the "Event Site" for the Annual Show shall mean the area east of the eastern boundary of the sidewalks along Ocean Drive, from 10th Street to 14th Place, limited by the waterline. For the Annual Shows, the Producer agrees to not activate or use the areas east of the eastern boundary of the sidewalks along Ocean Drive, from 5th Street through the southern end of 10th Street, and the area east of the eastern boundary of the sidewalks along Ocean Drive on 15th Street, as such areas shall not be included as part of the Event Site for the Annual Shows.

2. Notwithstanding any provision to the contrary in the Agreement, the City agrees that it will not hold any other special event east of the eastern boundary of the sidewalks along Ocean Drive, from 5th to 15th Street, during the Event Period for the Annual Shows, with the exception of (a) City of Miami Beach's activation of an event between 6th Street and 7th Street in conjunction with a local radio station, which event may take place from the Friday before Memorial Day through Memorial Day, and which may consist of a booth with a live broadcast of music (between 10:00 a.m. and 5 p.m.); local radio talent, positive beach safety messaging about Memorial Day Weekend; and other "fun" or "upbeat" activities; (b) up to three (3) activations of City-sponsored cultural programming, mutually agreed by the parties, which may take place each day of the Annual Shows, at mutually agreed-upon designated areas between 5th Street and 6th Street; and (c) the City's Parks & Recreation Department programming, mutually agreed by the parties, of activities for children, at a mutually agreed-upon designated area between 10th Street and 14th Street; provided, however, that such City children's programming does not conflict with Producer's sponsorships for the Annual Show. City shall provide Producer with details of the final cultural and children's programming line-up, if any, including a description of the programming, the location and scheduled hours thereof, no later than ninety (90) days prior to the first day of each Annual Show. Producer agrees to provide information highlighting the cultural programming on its website. Except as specified herein, nothing herein shall limit the City's approval of special events taking place anywhere within the City of Miami Beach during Memorial Day Weekend.

3. The Restricted Event Area for each Annual Show, as such Restricted Event Area is defined in Section 2(n) of the Agreement, may include a ticketed area and concert stage

as part of each Annual Show, with live music performances from 4 p.m. to 9 p.m. on Saturday and/or Sunday of each Memorial Day Weekend, and which concert may be followed by a fireworks display on Saturday and/or Sunday of each Memorial Day Weekend, formally concluding at 9:30 p.m. each night. Subject to mutual agreement between the City and Producer, the live performances between 4 p.m. and 6 p.m. may include City-sponsored cultural programming. As any concert produced as part of each Annual Show would be taking place on public property pursuant to a City special event permit, the City Manager shall have the right to approve the elements of any concert activation, including the artist line-up and other concert programming, to ensure any such concert promotes a safe environment and is of high quality, professional, and suitable for as wide an audience as possible (including audiences of all ages). Producer shall submit its proposed concert programming elements, including the proposed artist line-up, to the City for its approval no later than ninety (90) days prior to the Annual Show. The City Manager shall either approve or reject any specific concert programming elements within ten (10) business days of Producer's submission. If the City Manager has not objected to any concert element within ten (10) business days following Producer's written submission of the proposed concert elements, such elements shall be deemed approved.

4. If a concert event is approved by the City Manager as part of the Annual Show, the Producer shall complete its breakdown and load-out of the concert stage and related structures, not later than 120 hours following conclusion of each Annual Show. For each Annual Show where a concert element is approved by the City Manager, the Parties anticipate the concert stage, and related structures will be generally located between 10th Street and 11th Street. All other facilities or structures shall be removed in accordance with Section 9(b) of the Agreement.

5. Subject to any limitations required by any Agencies Having Jurisdiction (including U.S. Coast Guard or Marine Patrol), Producer's proposed powerboat and jetski demonstrations in the ocean shall begin no earlier than 10:00 a.m. and shall end no later than 4:00 p.m. on each Saturday and Sunday of each Annual Show.

6. The Lummus Park portion of the Event Site may include, among other corporate sponsor components to be submitted for approval by the City Manager, along with the Producer's Event Site Plan, an interactive athletic venue, featuring an "extreme sports" exhibition, and athletic/cross-fit style obstacle course.

- a. Producer, as part of its Special Event Permit Application, shall include a safety plan, a risk management plan, and details concerning the qualifications and experience of the third-party vendors that will be involved in the production of any of the foregoing athletic activities.
- b. All persons participating in any "extreme sports" or athletic activity shall be required, as a condition of their participation in such activities, to execute a waiver and release of liability in favor of the Producer and the City of Miami Beach, in a form acceptable to the City.
- c. A "military display village" area, featuring all branches of the U.S. Armed Forces, sponsor tents and related activations, may be located to the east side sidewalk of Ocean Drive, from 10th Street to 14th Street, within the Producer's Event Site Plan.

- d. If the Producer successfully plans with respect to broadcasting any portion of the Annual Show, the City Manager's prior written approval shall be required with respect to any use of the City's name or logo as part of the broadcast.
- e. Upon mutual agreement of the City Manager and the Producer, the programming for each Annual Show may include a designated "children's water zone," for children-focused activities, provided, however, that in the event the City and Producer mutually agree to proceed with any such children's activities, the City, through its Parks and Recreation Department, shall be responsible for activities involving the direct supervision of children.

7. The Producer shall exercise its best efforts to work with veteran's groups, including the Salute 365 Foundation, a 501(c)3 not-for-profit organization, and others, to incorporate, as part of the programming approved pursuant to the Scope of Services for each Annual Show, charitable components to benefit *veteran* groups.

8. Notwithstanding the timelines set forth in Sections 4, 5 and 6 of the Agreement with respect to the submission to the City of its proposed Event Site Plan, Public Safety Plan, and MOT Plan (collectively, the "Event Plans") for each Annual Show, Producer shall provide the City with its preliminary Event Plans, and any other deliverable contemplated in Section 4, 5 and 6 of the Agreement, within 120 days prior to the commencement of the Event Period for each Annual Show, in order to provide the City and Agencies Having Jurisdiction with the opportunity to review and comment on the Producer's preliminary Event Plans. With respect to the MOT Plan, the City shall, no later than December 1 of the year immediately prior to the year of an Event, provide Producer with additional guidance as to specific items the City expects to be included in the preliminary MOT Plan.

9. The Producer shall submit its final Event Plans, and any other deliverables contemplated in Sections 4, 5 and 6 of the Agreement, no later than 60 days prior to the commencement of the Event Period for each Annual Show.

10. As part of its Event Site Plan for the Annual Show, Producer agrees that its placement of Mobi-mats shall, in addition to accommodating ingress/egress to the Restricted Event Area, also accommodate the needs of persons with disabilities at the Event Site (sufficient to permit persons with disabilities to view the activities at each Annual Show).

11. Any changes to the scope of the activation set forth herein, including changes to the footprint of the Annual Show, hours of operation, days of use, or programming uses, shall require the City Commission's prior approval.

B. City's Permit Fee Waivers.

City hereby waives the following City of Miami Beach Special Event Permit fees (collectively, "City's Permit Fee Waivers") for each Annual Show, Application Fee, Permit Fee, Vehicle Beach Access Pass Fee, Lummus Park User Fee, and Square Footage Fees.

*The foregoing waivers do not include, and Producer shall remain responsible for, any applicable Building Department fees (which are not waivable), or the contractual displacement fee due to the City's exclusive beachfront concessionaire, Boucher Brothers, for the Producer's use of beach areas otherwise exclusively assigned to the Boucher Brothers as exclusive concession areas. The City agrees to waive its portion of the Boucher Brothers displacement fee that would be due to the City as a concession fee. Moreover, if prior to each Annual Show, the City Commission amends the City's Special Event Guidelines and approves any adjustment to any of the foregoing fees, the total fees waived above shall be adjusted accordingly.

C. Notwithstanding any provision to the contrary in the Agreement, and except with respect to the City's Permit Fee Waivers, the City's responsibility for the costs and expenses for personnel, staffing or services for public safety, Police, Fire, Ocean Rescue, Sanitation (trash removal, debris clean-up, recycling, and post-event sand sifting outside of the Restricted Event Area), sod, landscaping or irrigation line replacement, emergency management, or any ancillary services related to any of the foregoing for each Annual Show (collectively, the "Event-Related Public Services"), **shall be limited to the not-to-exceed amount of \$350,000 (City's Maximum Contribution), with such annual funding to be subject to and contingent upon a budget appropriation by the City Commission, at its sole discretion.**

D. Producer further acknowledges and agrees that the City's approval of the activation for each Annual Show as provided herein is expressly contingent upon, and in reliance of, the City's contributions being limited to the City's Permit Fee Waivers and the City's Maximum Contribution for Event-Related Public Services, as mutually agreed upon herein for each Annual Show.

E. Except with respect to the City's Permit Fee Waivers and the City's Maximum Contribution, and notwithstanding any provision to the contrary in the Agreement, as amended, the Producer shall be solely responsible for all costs and expenses relating to its activation, operation and production of each Annual Show, including, without limitation, all costs that are the responsibility of the Producer (or "Applicant") as provided in the Agreement (including, without limitation, temporary public sanitary facilities required under Section 8(a) of the Agreement, the clean-up costs attributable to Applicant under Section 8(b) of the Agreement, privately-contracted security to provide public safety within the Restricted Event Area, in accordance with Section 5 of the Agreement, any parking spaces approved for use pursuant to Section 7 of the Agreement, and any other item that is the express responsibility of the Applicant under the Agreement); all fees that are not included in the City's Permit Fee Waivers or that are in excess of the amounts specified for the City's Permit Fee Waivers, and all costs and expenses related to the Event-Related Public Services in excess of the City's Maximum Contribution (each such cost or expense, individually and collectively, hereinafter referred to as the "Producer's Expenses").

F. The City's anticipated Event-Related Public Services for each Annual Show are estimated to be less than \$350,000, based on the costs incurred for Event-Related Public Services for prior Annual Shows. Producer further acknowledges that this amount is merely an estimate and is subject to change, as the Producer has not yet submitted, and the City has not reviewed, the proposed final Event Plans for future Annual Shows.

1. As provided in the Agreement, and as public safety-related matters lie within the sole and absolute discretion of the City, the City Manager's determination as to the level of staffing or personnel required for any of the Event-Related Public Services shall be final and binding upon the Producer. To the extent that the City anticipates, at any time prior to each Annual Show, that due to the City's then-prevailing assessment of general risks or threat levels, additional Police, Fire or Ocean Rescue personnel is required for an Annual Show, such that the expenses for the Event-Related Public Services on account of such Police, Fire, Ocean Rescue, or Emergency Management personnel may exceed the City's Maximum Contribution, then the Producer shall be responsible for the cost of such additional Police, Fire, or Ocean Rescue costs. **In no event shall the City be responsible or have or owe any liability or obligation to the Producer for any of the Producer's Expenses, or for any amount in excess of the City's Maximum Contribution with respect to the costs for Event-Related Public Services.**

2. Following the City's review of the Producer's submission of the preliminary or final Event Plans, to the extent the City anticipates that the expenses for Event-Related Public Services may exceed the City's Maximum Contribution for reasons related to specific proposed items in the Producer's preliminary or final Event Plans (which vary the scope of the Event Plans based upon the Scope of Services set forth herein (including, by way of example, a proposed expansion of the footprint, extended hours, or additional days for the Annual Show), or due to other scope changes outside of the Scope of Services set forth herein which are requested by the Producer, then in such event, the City shall provide the Producer with notice, via email to mickey@mdmgroupp.com, of the City's updated estimate for the Event-Related Public Services, and the estimated portion in excess of the City's Maximum Contribution for which the Producer shall be solely responsible for, as part of the Producer's Expenses ("Notice of Estimate").

3. The Producer shall have the option, within fifteen (15) calendar days following the City's delivery to Producer of a Notice of Estimate, to either (i) provide a written response to the City confirming that the Producer accepts the amounts identified as Producer's Expenses as set forth in the Notice of Estimate; or (ii) submit modified Event Plans to the City for its review, with proposed reductions to the scope of the activation of the Annual Show (such as reductions with respect to its footprint, hours of operation, or programmatic plan), as may be necessary for the corresponding Event-Related Public Services for the Annual Show, as modified, to be implemented within the City's Maximum Contribution (thereinafter, the "Modified Event Plan"). If Producer accepts its responsibility for expenses identified as Producer's Expenses pursuant to a Notice of Estimate, Producer shall pay the City, within sixty

(60) days prior to that year's Annual Show, a deposit consisting of fifty percent (50%) of the amounts identified as Producer's Expenses in the Notice of Estimate (the "Deposit").

4. If the Producer submits a proposed Modified Event Plan for the Annual Show pursuant to Subsection F.3 above, and if the City Manager is amenable in principle to the proposed Modified Event Plan (subject to review and approval by any Agencies Having Jurisdiction), then the City shall provide the Producer with an updated Notice of Estimate with respect to the corresponding Event-Related Public Services for the proposed Modified Event Plan, within fourteen (14) days of Producer's submission to the City of the proposed Modified Event Plan, to permit Producer to review the City's updated estimate of expenses related thereto, in accordance with the process set forth in this Subsection F.

5. Within ten (10) business days following the Producer's submission of the preliminary Event Plans, the City shall provide Producer with a Notice of Estimate and shall follow the process set forth in this Section F with respect to expenses for Event-Related Public Services. If, for the reasons specified pursuant to Subsection F.2 hereof, the City provides the Producer with a Notice of Estimate based on the preliminary Event Plan and the Producer fails to respond to any Notice of Estimate within fifteen (15) calendar days following City's delivery to Producer of a Notice of Estimate, or otherwise fails to satisfy any of the requirements in Subsection F.3 above, within the timeframe set forth therein (i.e., by either declining to accept responsibility for the Producer's Expenses in the Notice of Estimate, or submit the Deposit, or by declining to submit a Modified Event Plan within the City's Maximum Contribution), then in such event, the Administration shall report on the foregoing status to the City Commission at the next available City Commission meeting (with email notice to the Producer thereof), and said Annual Show, at the City Commission's sole and absolute discretion, may be cancelled for lack of sufficient funding. In the event the Annual Show is cancelled pursuant to this subsection, then neither the City nor Producer shall have or owe any obligation or liability whatsoever to each other.

6. Within ten (10) days following the Producer's submission of its final Event Plans, as referenced in Section A.9 herein, the City shall provide Producer with an updated Notice of Estimate. If such proposed final Event Plans include any Producer-requested scope changes to the activation approved pursuant to Section A herein; if the Producer fails to respond to any such Notice of Estimate within fifteen (15) calendar days following City's delivery to Producer of the Notice of Estimate; or otherwise fails to satisfy any of the requirements in Section F.3 above with respect to such Notice of Estimate, then the Producer-requested scope changes shall be deemed abandoned, and the proposed modifications shall not be approved. In such event, the Administration shall report on the foregoing status to the City Commission at the next available City Commission meeting (with email notice to the Producer thereof), and said Annual Show, at the City Commission's sole and absolute discretion, may be cancelled for lack of sufficient funding. In the event the Annual Show is cancelled pursuant to this subsection, then neither the City nor Producer shall have or owe any obligation or liability whatsoever to each other.

7. The City shall provide the Producer with the final accounting (settlement) for the actual costs and expenses for the Event-Related Public Services (less the amount of the City's Maximum Contribution and the Deposit, if any) within thirty (30) days after the conclusion of an Annual Show ("Settlement"). Producer shall have the right to request all supporting documentation with respect to charges being billed to Producer under this Agreement. City's invoices shall include a breakdown of charges. The Producer shall pay any amounts in excess of the City's Maximum Contribution (and Deposit, if any) that are the responsibility of the Producer, as provided herein, within thirty (30) days of receipt of the Settlement. Any remaining balance of the Deposit, if any, after crediting all amounts that may be due to the City hereunder, shall be refunded to the Producer within thirty (30) days of Producer's receipt of the Settlement. If the Producer fails to pay any undisputed amounts due to the City hereunder within sixty (60) days following City's delivery to Producer of the Settlement charges, then the Agreement, as amended, shall be automatically terminated.

G. For the avoidance of doubt, the provisions of this Amendment No. 5, and all of the subsections thereof, are expressly intended to replace, and supersede the provisions of Section 17 of the Agreement with respect to the reimbursement of expenses. Accordingly, the City and the Producer agree that the provisions as outlined in this Scope of Services shall govern the parties' obligations with respect to expenses for each Annual Show. In addition, subject to and contingent upon a funding appropriation by the City Commission, at its sole and absolute discretion, and provided the City does not exercise its right of termination pursuant to Subsection 20(a) of the Agreement, the provisions of this Scope of Services shall apply to any subsequent Annual Show, if any.

H.

H. Sponsorship Recognition. In consideration for the City's contribution to each Annual Show, with a contract value, subject to CPI increase, estimated in an amount of \$533, 022 each year, and subject to the approval requirements and other terms and conditions of the Agreement including, without limitation, Sections 3 and 13 of the Agreement, the City shall receive sponsorship and media recognition on all media or promotional platforms related to the Annual Show, and other sponsorship benefits, similar to the sponsorship package offered to other sponsors providing financial or other support comparable to the City's contribution herein. Such sponsorship will include Protocol Credentials (Pins) to include fourteen (14) for Mayor and City Commission, five (5) City Manager and Executive Team and twenty (20) VIP tickets for all events for the Mayor, Commissioners, and appointed officials, in addition to the following:

1. Print and Media Recognition. The City will receive the following sponsorship recognition in any and all print and media purchased by the Producer to promote the Event including:

- a. City logo or line listing (as appropriate, as determined by Producer) will appear with logos or line listings of all major sponsors in one full-page advertisement running the weekend of the Annual Show in a newspaper publication of major circulation such as The Miami Herald.
- b. City will receive recognition (logo or line-listing as appropriate, as determined by Producer) in select print advertising in local and national publications. City will receive recognition (logo or line-listing as appropriate, as determined by Producer) in select print promotional materials distributed to local, national and international media.
- c. City will have the opportunity to produce press releases promoting its participation in the Event. All approved press releases shall be housed on the Producer's website in the press room.
- d. City will receive sponsorship recognition on any billboards promoting the Event.
- e. City will receive sponsorship recognition on Event staging, should the Producer produce a concert as part of the Event.
- f. City will receive sponsorship during live commentaries where sponsors are recognized at the Event.

2. Electronic Recognition. The City shall receive the following electronic sponsorship recognition:

- a. City logo (or line listing, as appropriate, as determined by the Producer) will appear on the Producer's website, with a link to the City's website.

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- b. City will receive the following recognition on the Producer's Mobile App, if any is created for the Event.
- c. Recognition (logo or line listing, as appropriate, as determined by the Producer) on the sponsor acknowledgement page.
- d. Ads or other mobile packages may be purchased separately.
- e. Any logo recognition and link will remain on the Producer website from the EffectiveDate of this Agreement until July 31, 2027.

3. Concert Tickets. If Producer produces a paid ticketed concert as part of the Annual Show, City shall receive a minimum of twenty-five (25) complimentary tickets. In addition, Producer shall offer a 10% discount to members of the military, veterans, and City of Miami Beach residents.