Turnkey Event Agreement

THIS Agreement is made and entered into by and between Monroe County, Florida, a political subdivision of the State of Florida (County), and **Organization** (Event Contractor) on this ____ day of _____, 2026.

WHEREAS, The District Advisory Committee (DAC) has recommended to the Monroe County Tourist Development Council (TDC), which has endorsed the recommendation, that certain monies be allocated for promotion of an event, which has as one of its main purposes the attraction of tourists, by Event Contractors; and

WHEREAS, the DAC recommends allocation of funds for the (Event Name) on (Event Date).

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Payment: A Turnkey event shall be considered an all-inclusive event where the Event Contractor has financial responsibility for every facet of the production, promotion and management of the event. Payment under a contract for a Turnkey event will be made only after completion of the event and proof that the scope of services as described below in paragraph 2 has been completed. If a Turnkey event is delayed or canceled for any reason, **no payment shall be forthcoming**, even if the Event Contractor has out-of-pocket expenses leading up to the actual event. The Tourist Development Council (TDC), therefore, strongly recommends that the Event Contractor purchase insurance that covers the cancellation or delay of an event due to "force majeure" or unforeseen circumstances (see paragraph 8).

The County agrees to pay $**Funding Allocation** (Dollars – TDC District V Funding Allocation) for: **Event Name on Event Date,** from tourist development tax funds upon receipt of documentation from Event Contractor, on or before the expiration date of agreement in paragraph 3, that they have met its obligations under this agreement. Said documentation shall also include a picture of each activity/event listed in the scope of services in paragraph 2. The picture shall be labeled with which activity/event it is showing Documentation submitted by Event Contractor will be reviewed and verified by the Tourist Development Council (TDC) Administrative Office, at which time, County shall pay the sum noted above.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the County.

2. Scope of Services: The Event Contractor agrees to provide the County with an event as specified in the Scope of Services below (Event):

a)

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3. Expiration of Agreement: This agreement expires on **Expiration Date** unless the date of the event is amended upon approval of the Advisory Committee and TDC Director and

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the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received by the TDC administrative office on or before this reimbursement deadline date.

4. Modification: The event name, time & date of the event and Schedule of Activities may be amended upon written approval of the Advisory Committee and TDC Director. Any changes to said contract other than stated above require approval by the Advisory Committee, TDC and the County.

5. Non Occurrence of Event: The Event Contractor shall give written notice to the TDC if it is found necessary to cancel an event. The notice shall contain the reason for the cancellation.

6. Indemnification and Hold Harmless: The Event Contractor covenants and agrees to indemnify and hold harmless and defend Monroe County, its officers, employees and agents including the TDC and Visit Florida Keys from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by Monroe County) and any other losses, damages and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided by Event Contractor, or other activities and funding associated with this agreement, except those losses or damages caused by the negligent or wrongful act or omission of County or its agents.

7. Non-Waiver of Immunity: Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Event Contractor and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

8. Claims and Venue: Event Contractor agrees to notify County immediately of any claims, suits or action made against the Event Contractor that is related to the activity under this agreement, and will cooperate with County in the investigation arising as a result of any action, suit or claim related to this agreement. Any legal proceedings arising out of this agreement shall be in accordance with the laws of the State of Florida in the 16th Judicial Circuit for Monroe County; venue shall be in Monroe County, Florida.

9. Insurance Requirements: Event Contractor as a pre-requisite of the Special Event governed by this agreement shall obtain, at its own expense, insurance as specified in this section. If a Turnkey event is delayed or canceled for any reason, **no payment shall be forthcoming**, even if the Event Contractor has out-of-pocket expenses leading up to the actual event. The TDC, therefore, strongly recommends that the Event Contractor purchase insurance that covers the cancellation or delay of an event due to “force majeure” or unforeseen circumstances.

Event Contractor shall furnish the County with a certificate evidencing the insurance required by this paragraph five (5) or more days prior to the event.

Event Name:
Turnkey Funding:
ID #:

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Event Contractor must have their insurance agency email the certificates of insurance directly to Brian Bradley in the Monroe County Risk Management Department. Jones-Gaelan@MonroeCounty-FL.Gov – **The email must state that this is a certificate for a TDC event (state name of event as written within your contract) and should be forwarded to Ammie Machan at the TDC administrative office**. **Your certificate must state that the Monroe County Board of County Commissioners is a "Certificate Holder" and that Monroe County, its employees and officials will be included as "additional insured". If you or your insurance agency needs to speak with Gaelan Jones regarding the insurance requirements, she can be contacted by telephone at (305) 292-3470, or by email at the address stated above.**

It is the Event Contractor's responsibility to confirm that the insurance has been received and approved. You can do this by contacting Ammie Machan at Ammie@fla-keys.com or by calling (305) 296-1552.

Event Contractor will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Event Contractor shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. Event Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

* Original certificate of Insurance
  or
* Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the County prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Event Contractor's insurance shall not be construed as relieving Event Contractor from any liability or obligation assumed under this contract or imposed by law.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

Prior to commencement of work governed by this contract, Event Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

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* Premises Operations
* Products and Completed Operations
* Blanket Contractual Liability
* Personal Injury Liability
* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

* $1,000,000.00 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

* $ 500,000.00 per Person
* $1,000,000.00 per Occurrence
* $ 100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County. Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

A Workers' Compensation insurance is required by Florida Statutes.

10. Permits: The Event Contractor will secure all required permits, licenses and shall pay all appropriate business taxes.

11. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

12. Taxes: The County and TDC are exempt from Federal Excise and State of Florida Sales Tax, but this in no way exempts the Event Contractor from applicable Federal and State taxes.

13. Finance Charges: The County and TDC will not be reimburse, pay or be responsible for any finance charges.

14. Relation of County/TDC: It is the intent of the parties hereto that the Event Contractor shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the County and TDC, and the County and TDC shall at no time be legally responsible for any negligence on the part of said Event Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

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15. Disclosure: The Event Contractor shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes Chapter 112 and Monroe County Code. The Event Contractor shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.

16. Assignment: The Event Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the TDC and County.

17. Compliance with Laws - Nondiscrimination: Event Coordinator and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Event Coordinator and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties hereto, or the subject matter of, this Agreement.

18. Security Protection: The Event Contractor agrees to provide adequate security for the event.

19. Ethics Clause: The Event Contractors warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working

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solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Event Contractor agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

20. Media Rights: The TDC shall have the right under this agreement to broadcast or rebroadcast, for any purpose whatsoever, radio, television, sound, video or film production, and still photographs, paid by the TDC and County, and produced by the TDC agencies of record.

21. **Logo**: Marketing promotions that display our logo must use the "The Florida Keys – Key Largo" logo/trademark **(as per attached logo sample – Exhibit A).** Electronic format (eps or jpg file) of the appropriate logo may be obtained by contacting Danielle Salman or John Underwood with Tinsley Advertising at 305-856-6060.

22. Severability: If any provision of this agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Authority: Each of the signatories for the Event Contractor below certifies and warrants that: a) the Event Contractor's name in the agreement is the full name of the person/entity or corporation as designated in its corporate charter, and b) they are empowered to act and execute the agreement for the Event Contractor and c) this agreement has been approved by the Event Contractor's governing board, as applicable to corporations.

24. Public Entities Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

25. Governing Law/Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and Event Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This agreement shall not be subject to arbitration.

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26. Accounting and Records: Event Contractor shall maintain records pursuant to generally accepted accounting principles for four (4) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

27. Notice: Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Event Contractor:

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

And

Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

28. COUNTY FORMS**:** By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and Non-Collusion Affidavit as set forth in more detail in this Agreement.

a) Ethics Clause**:** By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

b) Non Collusion Affidavit: GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or

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corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

c) Affidavit Attesting to Noncoercive Conduct for Labor or Services: Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

29. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the County reserves the right at its discretion, provided such breach is material, to terminate this agreement for any misfeasance, malfeasance or nonperformance of the agreement terms or negligent performance of the agreement terms by the Event Contractor.

30. Termination of Agreement: This agreement shall terminate on **EXPIRATION DATE**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Event Contractor. The Grantor may terminate this agreement without cause upon giving written notice of termination to Event Contractor. The

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Grantor shall not be obligated to pay for any services or goods provided by Event Contractor after Event Contractor has received written notice of termination.

County may terminate this agreement without cause by providing written notice via the TDC administrative office to Event Contractor, through its officer, agent or representative, no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Contractor, through its officer, agent or representative, written notice at least seven (7) days prior to the effective date of the termination. Notice is deemed received by Event Contractor when hand delivered, delivered by national courier with proof of delivery, or by U.S. mail upon verified receipt or upon the date of refusal or non-acceptance of delivery.

31. Miscellaneous: As used herein, the terms “contract” and “agreement” shall be read interchangeably.

32. Entire Agreement: The parties agree that the agreement above constitutes the entire agreement between the County and Event Contractor.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

_____
As Deputy Clerk

Board of County Commissioners
of Monroe County

_____
Mayor/Chairman

Organization

By_____
President

_____
Print Name

Date: _____

AND TWO WITNESSES

(1) _____

Print Name: _____

Date: _____

(2) _____

Print Name: _____

Date: _____

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Event Name:
Turnkey Funding: FY ID
#:

EXHIBIT A

The Logo below is a sample. Please refere to your final agreement for the logo to use for your event.

Color ads four (4) color processing printing
Black & white ads shall include the appropriate generic or district logo in high resolution
TV: logo must appear at the conclusion of commercial

Radio Advertising: No logo is required. All radio announcements must say "Brought to you by the Monroe County Tourist Development Council."

Marketing promotions that display our logo must use the "Florida Keys & Key West Come As You Are" logo/trademark**.** Electronic Logos can be downloaded from
https://drive.google.com/drive/folders/1BnqIpzr-CPAEnOLNDs9-NCapl7A9IEAT

The Florida Keys & Key West
come as you are®

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Event Name:
Turnkey Funding: FY ID
#: