

AGREEMENT

THIS AGREEMENT, made and entered _____ day of _____, 20____, by and between the City of Marianna, Florida, a Florida municipal corporation, and the Optimist Club of Marianna, Florida.

WHEREAS, the Marianna Educational Recreational Expo (MERE) project has been completed pursuant to the existing contract and lease between the City of Marianna and the School Board of Jackson County, Florida, and;

WHEREAS, it is the responsibility of the City of Marianna to maintain and operate the park facilities, and;

WHEREAS, the Marianna Optimist Club has been instrumental in the development of the MERE project, and;

WHEREAS, the Marianna Optimist Club desires to maintain the Display Signs at the MERE project, and;

WHEREAS, the City of Marianna operate and oversee all concessions at the MERE project to defray operational costs, and;

WHEREAS, the consideration of this Agreement is the mutual benefits to be obtained by the parties and the promises of each party to the other. The adequacy of consideration of this Agreement is admitted by the parties.

NOW, THEREFORE, in consideration of the mutual covenants and terms contained herein, the parties agree as follows:

- 1) The City of Marianna agrees for the Optimist Club of Marianna to maintain and operate the field display signs at the MERE project for a term of ten (10) years commencing on the ____ day of _____, 20____ and ending on the ____ day of _____, 20____.
- 2) It is agreed that the Optimist Club of Marianna will continue to maintain display signs currently located at the East and West entrances of the Complex.
- 3) It is agreed that the Optimist Club of Marianna will upgrade or replace the message board located along Caverns Road, at the South Side of the Complex. The new/upgraded sign would permit LED display of advertisements. In consideration of this agreement the Optimist Club of Marianna agrees to advertise upcoming events to be held at the Complex. The City of Marianna would provide electrical service to the sign. Advertising and messaging will be jointly shared between the Optimist Club of Marianna and City Recreation Department. Both parties will have the ability to control information that is displayed on message board. Any information other than Business ads must be jointly

agreed upon by both parties before updating message board. All proceeds from business advertisements would go to the Optimist Club of Marianna.

- 4) The Optimist Club of Marianna agrees to indemnify and hold harmless the City of Marianna from any and all liability, defense costs, including attorney's fees and all other fees incidental to defense, lost of damage the City of Marianna may suffer as a result of claims, demands, costs or judgments against it arising from the Optimist Club's contract for Display Signs.
- 5) The Optimist Club of Marianna shall not assign this Agreement without the previous written consent of the City of Marianna.
- 6) This Agreement may be renewed for an additional term of five (5) years. However, the commission of user's fees will be subject to renegotiations at the end of the first the (10) year term.
- 7) This Agreement may be terminated as a result of any breach of the terms of this Agreement by either party upon thirty (30) days written notice.

ATTEST:

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Secretary

CITY OF MARIANNA

Mayor/Commissioner

OPTIMIST CLUB OF MARIANNA

President