**MEMORANDUM OF AGREEMENT**

**<EVENT> & DESTINATION PANAMA CITY**

WHEREAS, on **<DATE>**, after being reviewed by the President & CEO and presented to the Panama City Community Development Board the Event Grant Sponsorship application for **<EVENT>** was approved in an amount not to exceed **<AWARD AMOUNT>**. **<EVENT>** and Destination Panama City (DPC), (collectively “the Parties”) believe that additional advertising funding may potentially drive substantial additional numbers of over-night visitors to Panama City; and it is contemplated that the Event will attract large numbers of vendors, participants and over-night visitors from outside the County.

The Parties agree as follows:

1. Terms of Agreement:
   1. **<EVENT>** will provide DPC a complete event budget with an itemized marketing breakdown of planned media buys including boosted / sponsored social media posts prior to **<DATE>.**
   2. **<EVENT>** will incorporate the DPC brand name, logo and geographic location (Panama City, Florida) in all press releases and interviews. **<EVENT>** will adhere to the Brand Guidelines as written in the PC Graphic Standards document (attached).
   3. **<EVENT>** will work collaboratively with DPC encouraging participants and attendees to use social media during the event by including DPC’s social media details
      1. Facebook handle **@DestinationPanamaCity**
      2. Twitter handle **@destination\_pc**
      3. Instagram handle **@destination\_pc**
      4. Hashtags
         1. **#DestinationPanamaCity**
         2. **#PContheBay**
         3. **#LovePC**
         4. **#ExplorePC**
   4. **<EVENT>** will supply **<#>** all-access lanyard credentials to all portions of the Event and allow the DPC staff all-access to the Event to capture photos/videos to be used in future advertising.
   5. **<EVENT>** agrees to gain DPC approval of print, digital, radio, and television ads **prior to distribution to ensure reimbursement eligibility.** (Ads placed without prior approval may be eligible for reimbursement provided adherence to brand guidelines within geo-targeted markets.)
   6. **<EVENT>** agrees to hang DPC banners inside the venue area in areas of high visibility.
   7. **<EVENT>** will ensure the event is listed on BayArtsEvents.com
2. Length of Sponsorship Grant
   1. The Sponsorship Grant will extend until 45 days after the Event. All invoices submitted for payment must be received within 45 days after the event to be considered for payment or reimbursement.
3. Funding
   1. DPC agrees to provide up to **<AWARD AMOUNT>** toward the advertising initiative of the Event on a reimbursement basis.
   2. Advertising and promotion submitted for reimbursement must take place in areas outside of Bay County for this event; billboards within Bay County are acceptable to provide in-market tourists more information on the event.
   3. All payments are on a reimbursement basis only and will be made after proof of paid invoices are presented. *Invoices will be accepted and paid provided appropriate documentation accompanies the request for funds. Incremental distribution of grant funds are available to ease the financial burden of the event coordinators.*
   4. Copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate payment must accompany request for funds.
   5. A Request for Funds package must be completed and submitted to the DPC office for final payment within 45 days of the close of the event.
   6. Funding may be withheld for promotional advertising that was not approved by DPC in advance of publication if it fails to meet set guidelines. This includes, but is not limited to, posters, billboards, print publications, social media, radio and television.
   7. Invoices must be made to DPC along with appropriate tear sheets or promotion items. All information should be submitted on 8 ½ x 11” white paper.
   8. Reimbursement for performance contracts must include Panama City accommodations for performers.
   9. Nothing in this Agreement shall obligate the DPC to extend the Sponsorship Grant beyond the length of the term of this Agreement or provide funding in any amount in excess of **<AWARD AMOUNT>** for the Event.
   10. **Nothing in this Agreement obligates DPC to make any reimbursement if appropriate approvals and documentation are not received.**
4. Authorized Agent
   1. **<EVENT>** shall designate an Authorized Agent. That individual shall be responsible for maintaining the official file with application, all correspondence, funding, narrative progress reports, request for funds/reimbursements, invoices and sample of promotional materials used.
   2. The **<EVENT>** Authorized Agent will ensure that all elements of the funding application are followed, that narrative progress reports are submitted in a timely manner, that requests for funds are accurate and appropriate attachments are included, and that the event funding is closed out efficiently with the necessary reports and financials submitted. All submissions, reports, etc. should be sent to DPC’s Authorized Agent: Jennifer Vigil. It is the **<EVENT>** Authorized Agent’s responsibility to see that any applicable Federal, State or County laws and policies are followed.
5. Status Reports:
   1. Interim Status Report: A detailed interim status report will be required thirty (30) days prior to the event. This report will be due **<DATE>.**
   2. Final Status Report: A detailed final status report is due within sixty (60) days of the close of the event. This report will be due **<DATE>.**
6. Lodging Partner Engagement and Room Night Tracking:
   1. It is the responsibility of **<EVENT>** to identify and engage lodging partners within the City limits of Panama City, Florida.
   2. It is the responsibility of the **<EVENT>** to coordinate with lodging partners a mechanism to track room nights; as such material will be required for subsequent grant applications.
7. Committee Representation:
   1. The DPC will have representation on the planning/marketing committee and attend all meetings regarding the planning of the event.
8. Ambassador Activity:
   1. **<EVENT>** agrees that members of their organization will complete 10 hours of volunteer work at DPC events or Visitor’s Center before any future grant applications will be considered.

General Terms

1. **Brand Standards**
   1. **Incorrect use of the DPC logo or non-adherence of the Brand / Graphic Standards and MOU obligations in advertising may result in loss of future funding.**
2. All local county and state ordinances shall be adhered to. Any failure to comply may result in loss of funding.
3. **<EVENT>** must make the event accessible to the public and to disabled persons. Insurance, as required by the City of Panama City Special Events handbook, is mandatory.
4. The parties, by mutual agreement in writing, may amend, modify or supplement this Agreement. This Agreement shall not constitute an admission of liability or fact by any party. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become effective when both parties have executed one counterpart.

Any notice contemplated or required by this Agreement shall be sent, in writing, to:

For The DPC: Jennifer Vigil, President & CEO, Destination Panama City, 1000 Beck Avenue, Panama City, FL 32401

For Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **<EVENT>** Authorized Agent

The undersigned, acting on behalf of and with full authority to commit the entity and county identified below, agrees to ratify and agree to be bound by all terms contained in the Agreement as if said entity and county had signed the Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Agreement as of \_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jennifer M. Vigil

President & CEO, Panama City Community Development Council, Inc.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Printed Name Date

President, **<EVENT>**