



City of North Miami
SPONSORSHIP AND NAMING RIGHTS AGREEMENT

Partner: City of North Miami

Address: 776 NE 126 Street, North Miami, FL 33161

The Florida International University Board of Trustees ("FIU"), as administrator and producer of the **BrewFest** event ("Brewfest"), thanks Partner for its commitment as the **Title Partner** of the 2025 North Miami BrewFest, which will be held on **Saturday, November 15, 2025**. This Naming Rights Agreement (the "Agreement") shall commence as of the last date signed below (the "Effective Date") and shall continue through and including **November 25, 2025**, unless otherwise terminated pursuant to the terms hereof. In consideration of the terms outlined herein, the parties agree as follows:

I. **Partner's Contribution** (please put N/A if not applicable): **Payment Due Date:** October 15, 2025

A. **Cash Contribution:** \$125,000

B. **In-Kind Contribution:** Event support and marketing assets as outlined in Opportunity Appendix B

II. **Partner's Benefits** (please put N/A if not applicable):

A. **Naming Rights:** All references, including communications to the press, regarding Brewfest will refer to Brewfest as the "North Miami Brewfest".

B. **Level:** Partner will be recognized as the Title Partner of the 2025 BrewFest.

C. **General BrewFest Recognition:** Partner will receive title level logo recognition on the welcome banners at the event.

³ Event Appendix#:	*Event Name:	Event Recognition:	# of VIP Tickets:
A	Saturday, November 15, 2025	Supporting Partner	40
*The above-listed event(s) shall be known individually as an "Event," and collectively as the "Events."			

D. **Additional Opportunities:**

¹ Opportunity Appendix #:	Opportunity:
B	In-Kind Contribution

III. **Terms and Conditions.** In addition to the above-listed Event and Opportunity Appendices (each, an "Appendix" and collectively, the "Appendices"), Partner's involvement with FIU shall be governed by the "Terms and Conditions," attached hereto and made a part hereof.

¹ The Appendix for each above-listed Event and/or Opportunity is attached to the back of this Agreement (under the related Appendix #) and is hereby incorporated by this reference. Partner acknowledges, understands, and agrees that the terms outlined in each Appendix shall govern Partner's involvement in the Event and/or Opportunity and Partner agrees to abide by the terms outlined therein.

TERMS & CONDITIONS

I. Entertainment

- A. Complimentary Tickets.** As outlined on the front page of this Agreement, Partner shall receive the following complimentary allotment of tickets:
- Forty (40) VIP Tickets (VIP access and benefits TBD)
- B.** Additional tickets are available for purchase by Check or Credit Card and are subject to availability. Ticket orders should be placed with FIU's Internal Ticketing Manager no later than **October 17, 2025**, in order to ensure availability of first choice. Partner is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available to FIU upon request. FIU highly recommends that Partner purchase any such tickets upon execution of this Agreement, as tickets are subject to availability and Event will likely sell out and reach maximum capacity by that date. Partner hereby acknowledges that FIU is not responsible for and cannot guarantee the availability of tickets or credentials for any reason, whether for purchase or otherwise.
- C. Ticket Distribution.** No tickets shall be distributed until Partner's Contribution has been paid in full and/or all elements of Partner's activation plan and design, if applicable, are approved. **Tickets are distributed two (2) weeks prior to BrewFest.**
- D. Additional Opportunity.** The Partner shall have the opportunity to gain sponsorship to assist with their portion of financial commitment. Partner may not work with food and beverage sponsors and will keep FIU informed of sponsorship to avoid any duplication and conflict.
- E.** Partner shall have the opportunity to offer a special discount to the residents of the City of North Miami via the following special promotion: FIU shall work with Partner to produce a special marketing code that will enable bearers of this code to purchase BrewFest tickets at a twenty percent (20%) discount for a period of approximately thirty (30) days, beginning on **October 1, 2025** and running through close of business on **November 1, 2025**. All details of this promotion must be confirmed by **September 13, 2025**, in order to be activated. The Partner shall be solely responsible for marketing this code to its residents, such promotional materials subject to the approval of FIU not to be unreasonably delayed or withheld. Partner acknowledges that this is a special promotion not available to any other BrewFest affiliate and that due care must be taken to ensure that this promotion code is utilized by bona fide residents of the City of North Miami. Should the code be abused by non-residents, as determined by FIU in its sole discretion, FIU shall be permitted to immediately terminate use of the code without further liability to FIU. FIU shall work with Partner to determine the best way to facilitate this program.
- F.** If Partner desires to use its tickets to invite press/media to cover BrewFest, Partner must submit the press/media names to FIU's Communication PR and Marketing Director, Ivonne Yee-Amor, at 305-919-4816 or iamor@fiu.edu for approval no later than **October 15, 2025**. Partner must receive FIU's approval prior to any transfer. Additionally, any media-related video/filming access plans must also be reviewed and approved by FIU's Public Relations Director in advance, due to FIU's overarching policies regarding filming of content at BrewFest events.

II. Working Access to Event

BrewFest provides working access for **operational working personnel** directly related to the activation of Partner's footprints for the day(s) and Event(s) that Partner has a BrewFest-approved activation, footprint or build out, if any. Partner shall receive the credentials in the amount(s) and for the Event(s) detailed on the front page of this Agreement, if any. Terms related to Partner's receipt of any credentials are as follows:

- A.** Partner will receive working access for the Event in the amount specified on the front page of this Agreement.
- B.** All credentials for set up and breakdown personnel are included within this allocation of credentials to Partner; FIU will not allocate separate credentials for set up and breakdown personnel.
- C.** No person shall be granted access to the Event site without a valid credential or ticket. This requirement will be strictly enforced. All workers, including those assisting with load-in and set-up, as well as any private photographer, videographer or other media- type media type personnel working directly for the Partner, must visibly display a valid credential at all times beginning on **Friday, November 14, 2025**.

III. Print and Media Recognition

- A.** Partner will receive recognition (logo or line-listing as appropriate, as determined by FIU) in select print advertising in local publications.
- B.** Partner will receive recognition (logo or line-listing as appropriate, as determined by FIU) in select print promotional materials distributed to local media.

- C. Partner will have the opportunity to produce press releases promoting its participation in BrewFest, however all such press releases must be approved in advance by FIU. All approved press releases shall be housed on the BrewFest website in the press room.
- D. Attending media list shall be released ten (10) days prior to the start of BrewFest.

IV. Electronic Recognition

- A. Partner's logo (or line listing, as appropriate, as determined by FIU) will appear on the following pages of the BrewFest website, with a link to the Partner's website:
 - 1. Partner Level: Title Partner
 - 2. On the event-specific pages for the Event listed on the front page of this Agreement, if applicable.
- B. As Title Partner, Partner will receive the following additional recognition:
 - 1. **Web Banner.** Partner will have the opportunity to provide a digital web banner to be located on the BrewFest website. This web banner will appear in a rotation with other digital web banners. Detailed specifications for such banner requirements shall be provided to the Partner.
 - 2. **Twitter.** Partner will receive one (1) Welcome Tweet from the BrewFest Twitter account.
 - 3. **Facebook:** Partner will have the opportunity to provide creative to FIU for publication on the BrewFest Facebook page. Creative must reference Partner's participation in the North Miami BrewFest and shall be approved by FIU prior to publication.
- C. Any logo recognition and link will remain on BrewFest website from the Effective Date of this Agreement until **January 31, 2026**.

V. Logo and Partnership Acknowledgement Guidelines

- A. All recognition to be received by Partner in accordance with this Agreement, including but not limited to Electronic Recognition and Print & Media Recognition, shall be subject to and in accordance with these Guidelines.
- B. FIU shall be entitled to reject any logo submissions which do not adhere to the requirements outlined herein, without any further liability to FIU.
- C. Partner must complete a "Partner intake form" (which includes Partner's logo submission) **within two (2) business days** after execution of this Agreement. The form can be found here: <http://sflbrewfest.com/2025-sflbrewfest-Partner-intake-form>. Within ten (10) business days after FIU's receipt of the Partner's completed intake form, Partner's logo recognition benefits will be included in all applicable formats which are still available to Partner (i.e., website recognition, other electronic recognition). Partner will not receive any such benefits until the Agreement is finalized and the completed form (and logo) are received by FIU. Partner acknowledges that FIU shall not be obligated to provide recognition benefits to Partner for which recognition deadlines have already passed. Any requested logo changes by Partner submitted to FIU after **September 15, 2025 for the 2025 Brewfest** will not be guaranteed to be used for printed materials. Any reprinting costs associated with a Partner's logo change shall be the sole responsibility of the Partner.
- D. Partner shall utilize the following pre-approved verbiage when acknowledging their Partnership of BrewFest:
 - 1. "A proud Partner of the North Miami BrewFest."
 - 2. "[Partner] is honored to support the 2025 North Miami BrewFest."
 - 3. "[Partner] is honored to support #NOMI-BREWFEST."
 - 4. "[Partner] is honored to support the 2025 North Miami BrewFest."

VI. Ownership of North Miami BrewFest Brand Name, Marks and Logos

- A. **BrewFest Marks.**
 - 1. **Ownership.** For the duration of this Agreement, Partner and FIU agree to joint ownership of the "North Miami BrewFest" brand name, marks and logos, including the registration of any trademarks and copyrights secured during the term (collectively, the "BrewFest Marks"). To be clear, this does not include joint ownership of the name, marks and logos of "BrewFest" independently (without the "North Miami" descriptor), as FIU shall retain all ownership of such rights, title and interest thereto. Within sixty (60) days prior to the expiration of the Agreement, the parties shall discuss in good faith a renewal of this Agreement for another year upon mutually agreeable terms.
 - 2. **Usage.** Each party shall be entitled to use the BrewFest Marks for the exclusive purpose of promoting the BrewFest in promotions, advertising, and website identification and shall not use the BrewFest Marks for any other purpose. However, in order to ensure brand consistency and cohesive marketing efforts, Partner must receive FIU's prior written permission, not to be unreasonably withheld, in its use of the BrewFest Marks; FIU's failure to respond within five (5) business days of the date of the request shall be deemed as approval. Partner and FIU recognize the great value of the goodwill associated with the BrewFest Marks and acknowledges that the other party has an interest in maintaining and protecting the image and reputation of the BrewFest Marks, and that it must be used in a manner consistent with the standards established.

- B. **Sponsor Marks.** FIU shall have the limited, non-exclusive right to use Sponsor's trademarks and logos, as provided to FIU by Sponsor ("Sponsor's Marks") on a royalty-free basis for the exclusive purpose of implementing the various Sponsorship benefits set forth in this Agreement, including, but not limited to, providing Sponsor with logo recognition in promotions, advertising, website identification or other North Miami BrewFest-related materials. FIU will not use Sponsor's Marks for purposes other than those set forth in this Agreement.
- C. **License Duration.** This limited license is granted for the duration of this Agreement. All rights and privileges granted to each party by this limited license shall immediately expire on the date of expiration or earlier termination of this Agreement.
- D. **No Assignment.** This limited license and all rights and duties hereunder are personal to the licensee and shall not, without the written consent of the licensor, be assigned, conveyed, mortgaged, sublicensed, or otherwise encumbered or transferred in whole or in part by the licensee or by operation of law to any other person, firm or corporation without the prior written consent of the respective licensor.
- E. **No Joint Venture.** This Agreement does not authorize Sponsor to do business under the name of "North Miami BrewFest" or "Florida International University" or any name similar thereto, or to enter into any contracts or agreements of any type in the name of, or on behalf of any of these parties. Similarly, FIU is not authorized to do business under the name of "City of North Miami" or any name similar thereto, or to enter into any contracts or agreements of any type in the name of, or on behalf of any of these parties. The Sponsor is not empowered to state or simply imply, either directly or indirectly, that Sponsor or its activities, other than pursuant to the limited license permitted herein, are supported, endorsed, or sponsored by FIU or BrewFest and upon the direction of FIU shall issue express disclaimers to the effect. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, nor shall any similar relationship be deemed to exist between them.

VII. Other Provisions

- A. **Opportunity Deadlines.** FIU shall notify Partner of all deadlines for any "opportunity" outlined in this Agreement (including all appendices) which does not provide a clear deadline. Deadline notices shall be provided to Partner in writing, which may include e-mail. All opportunities must be accepted or rejected by the deadline provided, or Partner risks losing such opportunity.
- B. **Key Personnel.** Partner's individual designated as key personnel for the purposes of this Agreement is **Christine Carney** ("Key Personnel"). Partner shall not substitute Key Personnel assigned to the performance of the Services without prior written approval by FIU.
- C. **Representations and Warranties of Partner.** Partner hereby represents and warrants to FIU that: (1) Partner is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulations and Rulings related thereto. If Partner is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (2) Partner has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body, to execute and deliver the Agreement and to carry out its obligations thereunder and hereunder. (3) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (4) Partner's Benefits will be used only for essential governmental or proprietary functions of Partner consistent with the scope of Partner's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. (5) Partner has funds available to pay until the end of its current appropriation period and Partner covenants to include all Contributions due under the Agreement in its preliminary annual budget for submission to the governing body of Partner and has expressed good faith belief that future Contributions shall be paid on time and Partner shall make best efforts and shall take all steps necessary to ensure that it is approved and can make all future Contribution payments. (6) Partner's exact legal name is as set forth on the first page of this Agreement. Partner will not change its legal name in any respect without giving thirty (30) days prior written notice to FIU.
- D. **Confidentiality.**
 - 1. In accordance with Chapter 119, Florida Statutes, as may be amended from time to time, Partner agrees to keep confidential the terms of this Agreement (including, but not limited to, financial terms) and not to reveal such terms to any third party that is not under Partner's common ownership and control, with the exception that: (i) disclosure of the terms hereof to Partner's legal and financial advisors shall not be a breach, provided that such advisors are expressly made aware of and agree to be bound by this confidentiality agreement, and (ii) Partner shall be entitled to make disclosures to the extent required by law or appropriate court order. Notwithstanding the foregoing, Partner may make incidental reference to the fact that it has entered into this Agreement to the limited extent necessary to activate the Partnership benefits conferred herein.
 - 2. FIU agrees to keep confidential the terms of this Agreement and any of Partner's information provided to FIU and shall not reveal such terms to any third party, with the exception that: (i) FIU shall be entitled to make disclosures to the

extent required by law or appropriate court order, and (ii) such information shall only be considered confidential to the extent permissible pursuant to Florida Statutes, specifically including, but not limited to, Sections 688.002(4), 812.081(1)(c), 815.04(3), 815.045. Notwithstanding the foregoing, FIU may make incidental reference to the fact that it has entered into this Agreement to the limited extent necessary to activate the Partnership benefits conferred herein.

- E. Public Records.** FIU is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and FIU will respond to such public records requests as required by the law. This provision shall survive the expiration or earlier termination of this Agreement.
- F. Loss/Theft.** Partner is solely responsible for the security of all goods, property, equipment, materials, product, or any other items ("Partner's Property") that it or its contractors, agents, or other representatives bring to the North Miami BrewFest. FIU shall have no obligation or liability whatsoever for any loss, misplacement, or theft of Partner's Property unless such loss, misplacement or theft unless directly arises from FIU's willful misconduct.
- G. Compliance with Applicable Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all other governmental requirements, in performing under this Agreement. Partner acknowledges and agrees that Partner has and will at all times maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement.
- H. Alcohol Beverage Law Representations.**

 - 1. If Partner is supplying and/or serving alcohol (including beer, wine and/or spirits), Partner, warrants, represents and agrees with the following statements:

 - a. This Agreement is entered into solely for the marketing and promotional rights described herein and that Partner's rights under this Agreement is in no way conditioned on any agreement or understanding that any person, firm or company affiliated with or otherwise related to FIU will be required to purchase or sell any alcohol beverage produced, sold, offered for sale, or served by Partner, or refrain from purchasing, selling, or serving any competing products. By entering into this Agreement, Partner does not agree, expect, or intend to induce the purchase of any alcohol beverage produced, sold or offered for sale by Partner.
 - b. Partner has no agreement with any alcohol beverage retail licensee related to or respecting this Agreement.
 - c. All tickets sold as set forth in this Agreement to the various events are for the benefit of FIU only.
 - d. Any alcohol served or visible on-site must be approved by FIU in advance.
 - 2. FIU represents that no monies paid for the rights identified in this Agreement are intended to be or will be passed on by FIU to any alcohol beverage retail licensee as an inducement to any such retailer to purchase any alcohol beverage produced, sold or offered for sale by Partner, nor will any such monies be used to defray any costs that any alcohol beverage retailer would incur in the conduct of its business, including, but not limited to, the purchase of advertising. FIU further represents that it is not a licensed retailer of alcohol beverages and that no money paid by Partner shall directly or indirectly be paid to a retailer of alcohol beverages.
- I. No Third-Party Rights.** This Agreement does not and is not intended to confer any rights or remedies to any party other than the parties to this Agreement. Partner acknowledges that no branding or benefits relating to BrewFest shall be made available to any entity other than Partner, except upon FIU's advance written approval.
- J. Indemnification.** Each party agrees to be: (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes.
- K. Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida and any dispute arising hereunder shall be resolved in the State courts located in Miami-Dade County, Florida.
- L. Payment.** All payments due from Partner, if any, as outlined on the front page of this Agreement, shall be in the form of wire transfer, checks, or charge card payments made payable to "Florida International University" and shall be due on or before the Due Date listed on the front page of this Agreement. If the North Miami BrewFest concludes without FIU receiving payment from Partner, Partner agrees to reimburse FIU for all costs incurred by FIU related to Partner and for all marketing/publicity benefits received by Partner.
- M. Funding.** Funding for this Agreement is contingent on the availability of funds by the City of North Miami. Partner must confirm to FIU in writing the availability of funds by **August 15, 2025**. If FIU receives such notice about unavailability of funds, FIU shall, in its sole and absolute discretion, determine whether or not FIU will terminate this Agreement in whole or

in part; or whether FIU will defer the Event of the year to an additional year at the end of the originally agreed upon Term; or whether FIU will continue with the unfunded year's Event and increase the amount of in-kind contribution Partner is responsible for as outlined in Exhibit B if no cash contribution is available Should this Agreement be terminated according to the terms of this provision, FIU reserves the right to seek a new title Partner or renegotiate with Partner, at FIU's sole discretion.

- N. **No Offset.** Subject to the paragraph above entitled "Funding" herein, the obligations of Partner to pay the Contribution due under the Agreement, and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation, any force majeure event, any defects, malfunctions, breakdowns or infirmities in the property for which the Event is being provided, any provision in the Agreement relating to the possibility of offset, refund or suspension of payment, or any accident, condemnation or unforeseen circumstances.
- O. **Failure to Make In-Kind Contribution.** If Partner fails to make such In-Kind Contribution as outlined on the front page of this Agreement prior to the start of any of the events, Partner shall not be permitted to access the event until the In-Kind Contribution is received by FIU. If the Event concludes without FIU receiving the In-Kind Contribution from Partner, Partner agrees to reimburse FIU for all costs incurred by FIU related to Partner's failure to provide said In-Kind Contributions and for all marketing/publicity benefits received by Partner.
- P. **Notices.** Any notices to be made hereunder shall be made in writing and shall be sent by hand delivery, email, overnight courier or certified United States mail, return receipt requested, with postage prepaid. Each party may, by notice to the other party as provided herein, change the address to which notices or payments thereafter shall be sent:

Notices to Partner shall be sent to:

City of North Miami

776 NE 125th Street, North Miami, Florida 33161

Attn: Anna-Bo Emmanuel, Esq. FRA-RA, FRA-RA, Interim City Manager

Phone: 305-895-90888; E-mail: aemmanuel@northmiamifl.gov

Notices to BrewFest shall be sent to:

Florida International University, c/o North Miami BrewFest HQ

Chaplin School of Hospitality & Tourism Management

3000 NE 151 ST, Room HM-216, Miami, FL 33181

Attn: Mohammad Qureshi, Faculty Administrator

Phone: 305.919.4563; E-mail: qureshim@fiu.edu

- Q. **Waiver & Amendments.** The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver, modification or amendment by any party shall have been deemed to have been made unless expressed in writing by such party.
- R. **Severability.** In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction solely to the extent necessary to render such provision valid, legal and enforceable, and without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provisions in any other jurisdiction.
- S. **Force Majeure.** The parties agree that if the North Miami BrewFest event is postponed or canceled due to public health and/or safety concerns or if by reason of any event beyond either party's reasonable control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, public health emergencies, including, but not limited to, as a result of epidemics and pandemics, any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other similar occurrence beyond the reasonable control of the parties (the "Force Majeure Events"), where such Force Majeure Events make it illegal, impossible, inadvisable, or commercially impracticable to hold the North Miami BrewFest event or to fully perform the terms of the Agreement, neither party shall be liable or responsible to the other (except as provided herein below), nor be deemed to have defaulted under or breached this Agreement.

Should a failure or delay in the either party's performance occur because of any of the foregoing Force Majeure Events and the North Miami BrewFest event is canceled for that year, the parties agree that the cancelled Event shall be deferred to an additional year at the end of the originally agreed upon Term, and Partner shall reimburse FIU for all reasonable expenses incurred by FIU prior to its receipt of notice of Force Majeure Event when such expenses are in connection or related to the performance of its obligations under this Agreement.

- T. DISCLAIMER OF WARRANTIES:** FIU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, CONCERNING THE EVENT(S) OR SERVICES COVERED BY THE AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY.
- U. Insurance.** Partner is self-insured and protected by the City of North Miami's self-insurance fund, pursuant to Chapter 2, Article V, North Miami Code of Ordinances and Section 768.28(16)(a). FIU as a public body corporate entity, warrants and represents that it is self-funded for liability insurance; FIU is not required to obtain additional insurance for this Agreement. FIU is not liable for the acts of third parties or the consequences of the acts of third parties.
- V. Representations.** Partner represents and warrants that it is not on the Convicted Vendor List (see Florida Statutes §287.133(2)(a)). Partner also assumes such risk with respect to the willful or negligent acts or omissions of Partner's subcontractors or persons otherwise acting or engaged to act at the instance of Partner in furtherance of Partner fulfilling Partner's obligations under this Agreement.
- W. Relationship of the Parties.** Partner is an independent contractor, and neither Partner nor its employees, agents, or other representatives shall be considered FIU's employees or agents. Partner has no authority to act as agent for, or on behalf of, FIU, or to represent FIU, or bind FIU in any manner. Despite Partner's title as "Partner" and participation level, nothing contained in this Agreement shall be construed to create or imply a Partnership, joint venture, agency, or any other fiduciary relationship.
- X. Electronic Signatures.** The parties hereby acknowledge and agree that this Agreement may be signed electronically and that such electronic signatures shall be deemed an original for all purposes. The parties represent and warrant that any person signing this Agreement electronically or causing this Agreement to be signed electronically has the authority to do so and that such electronic signature shall be sufficient to bind the respective party under this Agreement.
- Y. Counterparts.** This Agreement may NOT be executed in any number of counterparts.
- Z. Cancellation.** In the event FIU determines, in its sole and absolute discretion (for reasons other than the ones outlined in Section S titled "Force Majeure" of this Agreement), to no longer hold, plan or execute the 2025 Event during the term of this Agreement FIU shall provide written notification to Partner. In such an event, Partner shall not be obligated to pay any Contribution to FIU for the cancelled Event, and any amounts prepaid by Partner (if any) related to such future cancelled Event shall be returned to Partner less any amounts already expended by FIU in preparation for the Event. Regardless, all obligations outlined in this Agreement shall survive termination.
- AA. Termination.** FIU, upon thirty (30) days' written notice to Partner setting forth with specificity the basis for the termination, may terminate this Agreement for Cause (as hereinafter defined). For purposes of this Agreement, "Cause" is defined as Partner's failure to adhere to any terms of this Agreement, or if Partner is formally accused of fraudulent or illegal conduct, which, in FIU's good faith determination, materially harms Partner's general reputation or would harm FIU's reputation by its continued association with Partner.
- BB. Entire Agreement.** This Agreement, along with any and all exhibits and appendices attached hereto, sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether written or oral, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Partner acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein.

PARTNER ACKNOWLEDGES AND AGREES THAT FIU SHALL NOT CONFER ANY BENEFITS WHATSOEVER TO PARTNER UNTIL SUCH TIME AS A FULLY EXECUTED CONTRACT BETWEEN FIU AND PARTNER IS IN PLACE.

By signing below, Partner represents that Partner has had the opportunity to review this Agreement and agrees with all of the terms and conditions contained herein. The duly authorized representatives of the parties hereby execute this Agreement as of the Effective Date.

AGREED:

City of North Miami

Anna-Bo Emmanuel, Esq. FRA-RA
Interim City Manager

Date: _____

By: _____
Vanessa Joseph, Esq.
City Clerk

Date: _____

PROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeff P. H. Cazeau, Esq.
City Attorney
CITY OF NORTH MIAMI
Date: _____

AGREED:

The Florida International University Board of Trustees:

Dr. Elizabeth M. Bejar
Provost, Executive Vice President and Chief Operating
Officer

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Vilma Mesa
Associate General Counsel
Florida International University
Date: _____

BrewFest

EVENT APPENDIX A

The Event:

Event Name:	North Miami BrewFest Grand Sampling	(an "Event")
Location:	Nomi Village, 12351 NW 7 th Avenue, North Miami, FL	
Date(s) of Event:	Saturday, November 15, 2025	Price Per Ticket: \$85.00 VIP: \$110.00
Time of Event:	2pm – 6pm	Event Capacity: 3,000 guests

Terms related to this Event:

- On-Site Recognition.** Partner will receive recognition on all relevant signage related to this Event, and in any verbal recognition of the Event's Partner and sponsors by host or BrewFest representative.
- BrewFest's Commitments.**
 - Participating Restaurants.** Partner shall promote/encourage North Miami area restaurants to participate in the 2025 North Miami BrewFest. Choice of restaurants shall be mutually agreed upon by the parties. FIU shall be solely responsible for the cost of such participating restaurants not to exceed three hundred dollars (\$300.00) per participating restaurant.
 - Location.** The Event shall be held at the Location. However, in the event that the In-Kind Contribution anticipated to be provided by Partner to BrewFest (or actually provided by Partner to BrewFest) is insufficient to cover those certain costs of the Event, FIU shall be entitled to move the Event to another location. This determination shall be made by FIU within its sole and absolute discretion in order to ensure the safety and quality of the Event.
 - Entertainment.** As administrator and producer of BrewFest, FIU is responsible for recruitment and funding of musical entertainment and sound system.
- Partner's Commitments.**
 - Food Vendors.** Partner shall be responsible for recruitment and registration for food vendors for food sales to the general public. Partner shall retain any registration fees collected from registered food vendors. Food vendor activation locations on the site plan shall be at the sole discretion of FIU.
 - Electricity.** Show mobile (stage).
 - Partner will provide BrewFest with sufficient electrical outlets and basic electrical power (up to a maximum of 40 AMPS at 110 volts).

FIU shall reject any elements of Partner's activation, if any, that utilizes product that is in direct conflict with a sponsor receiving category exclusivity at BrewFest. FIU shall notify Partner of any exclusive sponsorships that may be applicable to Partner's activation, if any, as early as practicable prior to the activation deadline.

BrewFest

OPPORTUNITY APPENDIX B IN-KIND CONTRIBUTION

In consideration of the Partner Benefits that Partner will receive for the 2025 Event, Partner agrees to provide FIU with an In-Kind Contribution at no cost to FIU, which shall include but is not limited to:

- Use of the Nomi Village, 12351 NW 7th Avenue, North Miami, FL 33168
- Use of Partner's Show mobile in good working order and the electricity to operate it.
- Removal of all trash generated during the Event.
- Post Event Clean-Up.
- Sufficient bathroom facilities including ADA bathroom facilities as required by the permitting authority, to accommodate the guests for each Event, up to the maximum guest capacity of the venue. Must include water supply and connections needed to operate all bathroom facilities.
- Electrical outlets, cables and basic electrical power (up to a maximum of 40 AMPS at 110 volts) for all Event power needs.
- Permitting costs (including but not limited to for use of spaces for marketing and brandable assets such as street poles for banner placement, bus stops and benches, etc.) However, Event Site Plan shall be pursuant to the mutual written agreement of the parties.
- Two police personnel for crowd control and security of the Event attendees.
- Parks Special Events staff (as available) to assist with Load In and Strike.
- Use of Partner's existing heavy equipment and staff to operate it as needed to set up the Venue.
- Marketing Assets. Partner agrees to promote the Events via:
 - Social media (Twitter, Facebook, Instagram etc.) from all of the City's accounts @NorthMiamiFL, @NoMiParks, @NoMiNews
 - Inclusion as a Facebook Event
 - Biweekly posts during the September preceding each Event.
 - Weekly posts during the October preceding each Event.
 - Twice weekly posts during the November preceding each Event.
 - City webpage from August to December annually during the Term.
 - Event banner or badge with link to <https://www.northmiamibrewfest.com>
 - Inclusion in the City's Event Calendar
 - Prominent display on the Parks and Recreation page
 - Inclusion in the E-News official newsletter of the City of North Miami
 - City meetings.
 - Announcements

For the avoidance of doubt, Partner is not responsible for any print material costs including the costs of print, design and publication of Banners, Flyers, Ads, etc.