

AGREEMENT FOR MARKETING AND PROMOTIONAL SERVICES

THIS AGREEMENT, made as of this ___ day of _____, 2021, by and between the PANAMA CITY FLORIDA HURRICANE DISASTER RELIEF FUND, INC., a Florida not-for-profit corporation (the "PCFHDRF"), and SCAMP ENTERTAINMENT, LLC, a Florida limited liability company ("Scamp Entertainment").

WITNESSETH

WHEREAS, the PCFHDRF have approved Scamp Entertainment to provide marketing and promotional services for the Music on the Bayou Concert being held on May 8, 2021; and

WHEREAS, the PCFHDRF has agreed to provide a contribution of up to \$20,000.00 for the purpose of donating to the Music on the Bayou Concert in exchange for SCAMP ENTERTAINMENT, LLC's agreement to provide a general admission section at the Music on the Bayou Concert on May 8, 2021 that will be open to the public and to allow Panama City residents to have open access to this event.

WHEREAS, on September 9, 2019, the PCFHDRF approved a policy and procedures manual listing goals of the organization that included providing for the common good of the community of Panama City, Florida.

NOW, THEREFORE the parties agree:

1. In consideration of the PCFHDRF carrying out the goal of providing for the common good of the community, the PCFHDRF will provide an aggregate sum not to exceed \$20,000.00, payable in such installments and at such times as Scamp Entertainment shall request by invoice to the PCFHDRF, meeting the requirements of this Agreement.
2. The parties acknowledge that the PCFHDRF, in order to perform its statutory duties, may have an obligation to perform a pre-audit review of disbursements made to Scamp Entertainment under this Agreement. Therefore, Scamp Entertainment agrees that each invoice to the PCFHDRF shall include an intended payables report (or comparable report), which will support the cash draw request with sufficient information as to the amounts and purposes to demonstrate that the purposes relate to the Survivor's

Concert, including administrative costs.

3. All payments due hereunder shall be paid solely from the PCFHDRF funds and no other.
4. As soon as practicable after the May 8th, 2021 Music on the Bayou concert, Scamp Entertainment, at its expense shall cause its books and records for the Music on the Bayou concert to be inspected by the Secretary/Treasurer of the PCFHDRF, in the offices of the City of Panama City, located at 501 Harrison Avenue, Panama City, Florida.
5. In the event of cancellation, Scamp Entertainment will reimburse PCFHDRF any funds advanced. Scamp Entertainment shall submit a certificate of insurance for special event cancellation and liability insurance to PCFHDRF. Liability insurance coverage shall be no less than \$100,000 for personal injury and \$100,000 for property damage.
6. Scamp Entertainment agrees to protect, defend, indemnify and hold harmless, PCFHDRF and its officers, employees, and agents free and harmless from and against any and all losses, damages, or other expenses or liabilities of every kind and character arising out of and relating to the performance of promoting the survivor's concert, so long as the actions taken by PCFHDRF are reasonable and prudent under the circumstances.
7. Scamp Entertainment agrees to follow any guidelines promulgated by Florida Governor Executive Order in effect at the time of the event, including but not limited to, Order's relating to COVID-19.
8. The effective date of this Agreement is deemed to be _____, 2021.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their

names as of the day and year first above written.

Witness:

Brandy Waldron, Secretary/Treasurer

PANAMA CITY FLORIDA HURRICANE DISASTER
RELIEF FUND, INC.

Mark McQueen, President

SCAMP ENTERTAINMENT, LLC

Gary Kolmetz, Manager