

RECIPROCAL LICENSE AGREEMENT

THIS RECIPROCAL LICENSE AGREEMENT (“Agreement”) is made and entered into by and between the North Port Area Chamber of Commerce, Inc. a Florida not for profit corporation (“NPACC”), and the City of North Port, Florida, a municipal corporation organized under the laws of the State of Florida (“City”) (collectively referred to as the “Parties”).

WHEREAS, the Parties believe it is mutually advantageous and in the interest of City of North Port residents and businesses to jointly market certain events; and

WHEREAS, the City desires to be identified as a sponsor of certain NPACC events and communications, and NPACC desires to be identified as a sponsor of certain City annual signature events;

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Term and Termination.

- A. Term. The term of this Agreement begins on the date it is approved by the City Commission (“Effective Date”) and will remain in effect for one (1) year (“Initial Term”). At the end of the Initial Term, unless otherwise terminated as provided herein, this Agreement will automatically renew for one (1) year terms thereafter (“Renewal Term”).
- B. Termination. This Agreement may be terminated without cause by either party by providing the non-terminating party with at least 30 days’ prior written notice of termination.

2. Sponsorship for NPACC Events.

- A. Sponsorship. NPACC agrees to identify the City as a Chamber Champion Community Partner and include the City’s logo on event communications and on Chamber Champion banners displayed at NPACC networking events. NPACC must recognize the City as a Chamber Champion Community Partner at all NPACC events and functions, and with a listing and links in NPACC’s monthly Communicator, weekly e-newsletter, social media sites, and promotional and marketing e-mails, subject to the limitations in Section 1.B. below.
- B. Limitations. NPACC shall not identify the City as a sponsor for or display the City logo in relationship with any NPACC event that:
 - 1) Is unsuitable for and contrary to community standards of appropriateness for government publications;
 - 2) Comments, advocates, or promotes issues, candidates, or campaigns pertaining to political elections;
 - 3) Depicts bigotry, prejudice, and/or hate;

- 4) Promotes of the sale or use of firearms, explosives, or other weapons, or glorification of violent acts; or
- 5) Promotes or depicts illegal products, or glorification of illegal products, activities, or materials.

3. Sponsorship for City Events.

The City agrees to identify NPACC as an in-kind sponsor and include NPACC’s logo on event signage, flyers, and on posts in the @NorthPortParksAndRec Facebook event for the City events identified on the annual signature events sponsorship list attached and incorporated into this Agreement as Exhibit A. Upon agreement by the City Manager or designee and NPACC, the signature events identified in Exhibit A may be amended.

4. Consideration.

The Parties agree to waive any and all sponsorship fees for the events identified in this Agreement. The Parties agree to provide said sponsorships in kind to one another.

5. Reciprocal License to the Parties’ Logos.

- A. License. Each Party as a licensor grants to the other Party as a licensee, a limited, non-transferable, non-assignable, non-exclusive, personal, revocable royalty free license to display the other Party’s logo in performance of this Agreement.
- B. Logo. Each Party shall provide its logo artwork in a digital format acceptable to the other Party. All required registered marks, trademarks, and service marks shall be part of the logo artwork.
- C. Ownership. Except for the license expressly granted by this Agreement, no Party acquires any right, interest, or title to the other Party’s logo.
- D. Restrictions. No Party shall, either directly or indirectly: (i) modify or change the other Party’s logo; (ii) create derivative works from or other works incorporating the other Party’s logo; (iii) make unauthorized copies of the other Party’s logo; or (iv) use the other Party’s logo other than as intended and directed by the logo owner and as authorized by this Agreement. No Party shall remove, alter, cover, or obfuscate any copyright notice, logo, or other proprietary rights notices or proprietary mark placed or embedded by, on, or in the other Party’s logo.

6. Notice.

Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For City of North Port, Florida:
City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

With a copy to:
City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, Florida 34286

For North Port Area Chamber of Commerce, Inc.:
North Port Area Chamber of Commerce
Attn: Executive Director
1337 N. Sumter Blvd.
North Port, FL 34286

7. Indemnity.

To the extent allowable by law, each Party in its capacity as a licensee agrees to indemnify, defend (at the licensor Party's request), and hold harmless the licensor Party, its affiliates, officers, directors, employees, consultants, and agents from any and all liability and expenses (including reasonable attorneys' fees) arising out of its unauthorized use of the licensor Party's logo, the licensing Party's website, the licensee Party's publications and e-mail communications, or the licensee Party's violations of any applicable laws or regulations (including, without limitation, any violation of the CAN SPAM Act). Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes Section 768.28. The terms of this section survive the termination of this Agreement.

8. Miscellaneous.

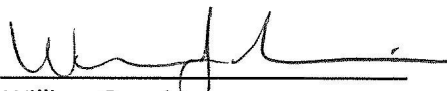
- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other Party.

- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the Parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this Agreement. Any amendments changing City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change City's financial obligations under this Agreement.
- I. Assignment. NPACC shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. NPACC shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

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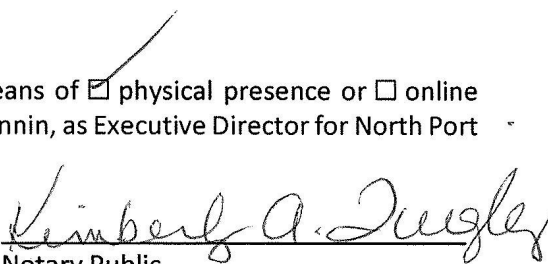
IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated below:

NORTH PORT AREA CHAMBER OF COMMERCE, INC.

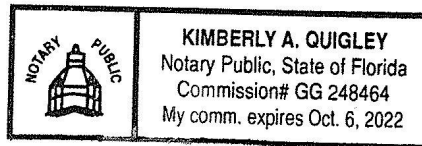
By: 
William Gunnin
Executive Director

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of February 2022 by William Gunnin, as Executive Director for North Port Area Chamber of Commerce, Inc.


Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on _____, 2022.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II
CITY MANAGER

ATTEST

HEATHER TAYLOR, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON
CITY ATTORNEY

EXHIBIT A
RECIPROCAL LICENSE AGREEMENT
ANNUAL SIGNATURE EVENTS SPONSORSHIP LIST

The City of North Port, Florida shall identify the North Port Area Chamber of Commerce as an in-kind sponsor, and include the North Port Area Chamber of Commerce logo on event signage, flyers, and on posts in the @NorthPortParksAndRec Facebook event, for the following annual signature events:

1. Eggnormous Egg Hunt;
2. Freedom Festival;
3. Trick or Treat at City Hall; and
4. Poinsettia Festival and Parade.