

C. Deitz

2024 BENEFITS AGREEMENT

This Tournament Agreement is made and entered into upon full execution ("Effective Date") by and between **FGTA, LLC d/b/a Epson Tour** ("Organization") with an address of 100 International Golf Drive, Daytona Beach, Florida 32124 and the Client listed below:

Client: City of Beaumont
Address: 550 E Sixth Street

Beaumont, CA 92223

Representative: Nicole Wheelwright
Email: nwheelwright@beaumontca.gov
Phone: 951-572-3196

TERMS OF AGREEMENT


In consideration of full payment of the Benefits Fee, Organization shall provide Client with the Benefits listed below at the Tournament selected below in accordance with the Benefit Terms & Conditions attached hereto.


TOURNAMENT:

 Carlisle Arizona Women's Golf Classic
May 6 – 12, 2024
Champions Course TPC Scottsdale
Scottsdale, AZ
Payment Due Date: April 24, 2024

 IOA
INSURANCE SERVICES
CHAMPIONSHIP
IOA Championship Presented by Morongo
Casino Resort & Spa
April 22 -28, 2024
Morongo Golf Club at Tukwet Canyon
Beaumont, CA
Payment Due Date: April 8, 2024

 Hartford HealthCare
Women's Championship
Hartford HealthCare Women's
Championship
July 8-14, 2024
Great River Golf Club
Milford, CT
Payment Due Date: June 24, 2024

 EPSON
TOUR
CHAMPIONSHIP
Epson Tour Championship at Indian Wells
September 30 – October 6, 2024
Indian Wells Resort – Players Course
Indian Wells, CA
Payment Due Date: September 16, 2024

 Florida's Natural
CHARITY CLASSIC
Florida Natural Charity Classic
March 4 – 10, 2024
Country Club of Winter Haven
Winter Haven, FL
Payment Due Date: February 19, 2024

BENEFITS:

1. 3 Pro-Am teams for the Official Pro-Am
2. 24 Invitations to the Pro-Am Party
3. Social Media recognition of #ACityElevated or other hashtags provided by Sponsor on Tournament social media channels
4. Organization will encourage the use of the "#ACityElevated" hashtag generally during Tournament Week.
5. Organization will include an "About Beaumont" blurb on Tournament website with a link to Sponsor's website.
6. Opportunity to distribute Sponsor marketing handouts and special event announcements, as mutually agreed upon between the parties, in Tournament player welcome bags.
7. Opportunity to create other marketing and promotional events during Tournament Week as mutually agreed upon between the parties.

BENEFITS FEE:

\$10,000.00 , plus applicable taxes Full payment is due on or before the Payment Due Date listed with the specific Tournament information above. If the Payment Due Date for the applicable Tournament has passed, full payment must be submitted with this agreement. , plus applicable taxes
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VALUE – IN - KIND:

N/A

This Terms of Agreement and the Benefit Terms & Conditions (collectively "**Agreement**") constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof. Neither party has relied upon any statement or representation, written or oral, not contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day and year listed below.

CLIENT

Signature: Elizabeth M Gibbs
Name: Elizabeth M Gibbs
Title: City Manager
Date: 3/19/24

ORGANIZATION

Signature: _____
Name: Kathy Milthorpe
Title: Chief Financial Officer
Date: _____

BENEFIT TERMS & CONDITIONS

1. **Term.** This Agreement shall be effective upon full execution and shall expire upon conclusion of the selected Tournament or December 31, 2024, whichever occurs first. Any and all terms & conditions contained herein which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination of this Agreement.
2. **Client Marks.** Client grants Organization the non-exclusive right to use Client's name and logo to deliver the Benefits under this Agreement. Client hereby authorizes Organization, its duly authorized agents, assigns, and licensees, to utilize the likeness, picture, or image of names, symbols, trademarks, copyrights, and/or decals ("**Indicia**") owned or controlled by Client, as such Indicia is captured on the Tournament grounds during the Tournament, for promoting, advertising, recording, broadcasting, or reporting on the Tournament, Tour or golf, during or after such Tournament. Such rights shall be granted now and in perpetuity, royalty-free, and without further permission from Client, and shall survive the expiration or termination of this Agreement. Client represents that Organization's authorized use of Client intellectual property will not violate any agreement or license to which Client may be subject or infringe the intellectual property rights of any third party.
3. **Tournament Marks/Organization Marks.** Client shall have no right to use the name, logo, and/or intellectual property of Organization or the Tournament Mark(s) without prior express written approval from Organization. If Organization does grant the right to use a Tournament Mark, the following shall apply. Each use of the Tournament Mark shall be subject to Organization's prior written approval. Client will submit all materials to Organization for approval no later than five (5) days before the intended use. Organization in its reasonable discretion, shall approve or disapprove each submission in writing within five (5) business days after receipt of such submission. Every use of the Tournament Mark will include any designation legally required or useful for enforcement of copyright, trademark or service mark rights, such as "©", "®", "TM" or "SM" or as designated by Organization. In the event the quality, appearance or style of the Tournament Mark as used by Client ceases to be acceptable or reflects unfavorably upon the professional, business or personal reputation of the Tournament, Organization shall have the right to withdraw its approval of such use. Upon receipt of written notice from Organization of any such withdrawal of approval, Client shall immediately cease the use of the Tournament Mark in connection with any activity for which approval has been withdrawn. Notwithstanding the above, Organization retains all rights to the Tournament Mark.
4. **Media Rights.** Client acknowledges and agrees that Organization exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by any means, process, medium or device, whether or not currently in existence, all images, sounds and data (including but not limited to electronic transmissions and scoring information) arising from or during Tournament and that Organization is and shall be the sole owner of any and all copyrights, intellectual property rights, and proprietary rights worldwide in and to these works and in and to any other works, copyrightable or otherwise, created from the images, sounds and data arising from or during any Tournament.
5. **Payment.** Client understands and agrees the Benefits Fee shall be due and payable on or before the Payment Due Date. If this Agreement is executed after the Payment Due Date, the Benefits Fee shall be due immediately. If Client fails to pay the Benefits Fee by the Payment Due Date, Organization may deny providing the Rights and Benefits until the payment obligations are fulfilled. Such actions by Organization shall not be considered a breach of this Agreement nor relieve Client of the Benefits Fee due and owing under this Agreement. All payments are non-refundable. Any payment which is due but has not been received by Organization shall be subject to a monthly late charge of one and one-half percent (1.5%) of the amount(s) owed, which Client hereby agrees to pay. Further, Client agrees to pay any and all reasonable costs incurred by Organization in the collection of delinquent payments, including court costs and/or legal/collection fees.
6. **Remedies.** If due to circumstances beyond the reasonable control of Organization, it becomes impossible or impractical for Organization to provide any one or more of the Rights and/or Benefits, Organization will use good faith efforts to provide a different promotion or benefit having similar promotional value as determined by Organization ("**Substitute Benefit(s)**"). If Organization is unable to deliver a Substitute Benefit(s) due to cancellation or modification of the Tournament caused by events beyond Organization's reasonable control, Organization shall not be obligated to reduce or refund any part of the Benefits Fee to Client.
7. **Indemnification.** Client agrees to fully defend, indemnify and hold harmless Organization, the title sponsor, the Tournament site, and each of their affiliates, and each of their respective boards of directors, officers, agents, members, volunteers, assigns, designees licensees and employees, from any and all claims, demands, damages, liabilities, costs or expenses (including reasonable legal fees and expenses) arising out of or related to, Client's breach, or alleged breach, of its obligations, representations or warranties herein; or Client's use of the Rights and Benefits under this Agreement. Client's obligations to defend, indemnify and hold harmless shall not extend to claims. Notwithstanding anything to the contrary, Client is not obligated to defend, indemnify, or hold harmless, Organization against any direct claim arising solely out Client's gross negligence or more culpable act or omission (including recklessness or willful misconduct). However, Client's obligation to defend shall extend to claims alleging the negligence, willful misconduct or omissions of Organization when combined with other claims triggering Client's obligation to defend, provided however that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties, Organization shall reimburse Client for the portion of losses so adjudicated as the sole responsibility of Organization.
8. **Direct Claims.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of conformity or conflicts of laws thereof. The parties knowingly and voluntarily agree that the exclusive venue for any dispute, claim, question, or disagreement between the parties arising from or relating to this Agreement or the breach thereof shall be the state and federal courts in and for Orange County, Florida. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing and agree to waive any right to jury trial and submit themselves thereto.
9. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Organization's aggregate liability arising out of or related to this Agreement exceed the Benefits Fee. The foregoing limitation applies even if Client's remedies under this Agreement fail of their essential purpose. Client acknowledges and agrees that Organization entered into the Agreement in reliance upon the limitations of liability set forth in this Section, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.