

PASCO COUNTY, FLORIDA  
INTEROFFICE MEMORANDUM

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TO: Honorable Chairman and  
Members of the Board of County  
Commissioners

DATE: 8/26/10 FILE: TD10-074

THRU: Michele L. Baker  
Chief Assistant  
County Administrator

SUBJECT: Sponsorship and Advertising  
Agreement with Sports Travel - 2010  
TEAMS Conference and Expo.

FROM: Eric D. Keaton  
Public Communications Manager

REFERENCES: All Commission Districts

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It is recommended that the data herein presented be given formal consideration by the Board of County Commissioners (BCC).

DESCRIPTION AND CONDITIONS:

The BCC and the Pasco County Tourist Development Council (TDC) adopted the Pasco County Tourist Development Plan 2010-14 on April 14, 2010. In order to meet the goals and objectives of the plan, the TDC and the Office of Tourism Development requests to become a sponsor of the 2010 TEAMS Conference and Expo.

The entry-level sponsorship for \$10,000.00 will enhance the County's ability to promote its tournament and venue growth. The County will also align its promotional efforts during the event with the Tampa Bay Sports Commission, St. Petersburg/Clearwater Sports Commission, and Saddlebrook Resort.

Attached is a full list of sponsorship benefits featuring:

1. The County's Office of Tourism Development logo in TEAMS promotional materials.
2. Priority scheduling for personal appointment sessions with event organizers.
3. Five qualified rights holders invited on the County's behalf by Sports Travel.
4. Conference registrations, booth package, and preferred placement at the conference October 18-22, 2010.
5. One-third-page advertisement in the *Official Conference Program*, October/November.

Pursuant to Section 2-112(a)(2), Purchasing Ordinance, the Office of Tourism Development and the Purchasing Director finds **Schneider Publishing Company, Inc., d.b.a. Sports Travel**, to be the only responsible source for this unique product and distribution. Although there may exist other responsible sources, a competitive process cannot be reasonably used, or if used, would likely result in higher costs to the County.

ALTERNATIVES AND ANALYSIS:

1. Approve the TDC and the Office of Tourism Development's request to enter into an entry-level sponsorship to meet the goals and objectives of the Tourist Development Plan 2010-14 and gain visibility for the County as a sport and travel destination.
2. Disapprove the request for an entry-level sponsorship.

RECOMMENDATION AND FUNDING:

The Pasco County Office of Tourism Development recommends the BCC select Alternative 1, authorize the Chairman to execute the three contracts provided, and direct Board Records to distribute the contracts as follows: retain one original at Board Records; one copy to the Office of Tourism Development; and mail the final copy to:

Schneider Publishing Company, Inc. d.b.a. Sports Travel  
11835 West Olympic Blvd., 12<sup>th</sup> floor  
Los Angeles, CA 90064  
(310) 577-3700 telephone  
Federal ID No. 95-4176199

Funding for this action is available in Account No. B113-115300-34920 in the Fiscal Year 2010-11 Budget.

ATTACHMENT:

1. Sports Travel TEAMS Sponsorship Contract and Benefits

EDK/public/ai/atd10074



August 27, 2010

Page 1 of 5

**TO:** Eric Keaton  
*Pasco County Office of Tourism*

**FROM:** Yvonne Garcia  
*SportsTravel*

Dear Eric,

Thank you very much for your interest in becoming a sponsor of the TEAMS Conference & Expo! Our entire staff will work hard to ensure a positive return on your investment. As discussed, the following details the TEAMS '10 benefits package for the Pasco County Office of Tourism. In addition to the sponsorship benefits listed below, the Pasco County Office of Tourism will be aligned with a mutually agreed upon component of the TEAMS '10 Conference & Expo.

**Benefits Include:**

- Select placement of the Pasco County Office of Tourism logo in TEAMS promotional materials including but not limited to: two-page spread ads in *SportsTravel* magazine, on-going direct mail and e-mail promotions as well as promotional ads with TEAMS media partners as well as on-site signage where appropriate. (TEAMS 2009 sponsors received over 18 million advertising impressions through TEAMS promotional efforts.)
- Pasco County Office of Tourism logo identification on the TEAMS Web site along with link to your site.
- One (1) 1/3-page four-color ad in the TEAMS Official Conference Program. The Official Conference program will also be inserted into the October/November issue of *SportsTravel* magazine.
- One (1) 10' X 10' booth package including a complimentary directory listing with full-color logo upgrade in the Official TEAMS Conference Program.
- Preferred placement on tradeshow floor.
- Priority scheduling for personal appointment sessions with event organizers.
- Two (2) conference registrations.
- Five qualified event rights holders invited on your behalf by *SportsTravel*.
- TEAMS pre-conference mailing list.
- VIP invite to private sponsor networking dinner.
- Complimentary insertion of promotional products into attendee packets.
- Right to use the TEAMS Official Sponsor logo.

Following is the sponsorship contract and advertising insertion order that you and I had discussed. **Please sign and complete the agreements and fax them back to me at (310) 577-3715 as soon as possible.** If you have any other questions, give me a call.

Sincerely,

  
Yvonne Garcia  
Senior Advertising Sales Associate

**SCHNEIDER**  
Publishing

Schneider Publishing Company, Inc.  
11835 West Olympic Blvd., 12th floor  
Los Angeles, CA 90064

Tel (310) 577-3700  
Fax (310) 577-3715  
www.SchneiderPublishing.com



## Sponsorship Contract

**Sponsor:**

Pasco County Office of Tourism  
 7530 Little Road, Suite 340  
 New Port Richey, FL 34654

**Telephone:** (727)847-8129 **E-mail:** ekeaton@pascocountyfl.net

**Ordered by:** Eric Keaton, Public Communications Manager

**Contact:** Eric Keaton

**Sold by:** Yvonne Garcia **Order:** T2010-24

**Billing instructions:** Amount shown will be invoiced upon receipt of signed contract and due upon receipt of invoice.

**Special Instructions:** Sponsorship contract includes two (2) conference registrations.

<i><b>Event</b></i>	<i><b>Sponsorship</b></i>	<i><b>Rate</b></i>
TEAMS '10	Entry-Level Sponsorship	\$10,000.00

This contract is subject to the conditions stated in the provisions contained in the TEAMS '10 Sponsorship and Exhibitor Information proposal. By signing, sponsor and/or sponsor agency agree to abide by these conditions. On acceptance, a confirmation copy of this contract will be returned to the sponsor.

Authorized Signature \_\_\_\_\_  
(Advertiser)

Title \_\_\_\_\_ Date \_\_\_\_\_

Accepted for Organizer by *Yvonne Garcia* Date 8/25/10

# SCHNEIDER PUBLISHING COMPANY, INC., TEAMS SPONSOR & EXHIBITOR RULES AND REGULATIONS

**1. Assigned Exhibit Space.** The space assigned is for the exclusive use of the exhibitor and designated representatives for exhibit purposes.

**2. Subletting or Sharing of Exhibit Space.** No sharing or subletting of exhibit space by the exhibitor with any person or firm shall be permitted.

**3. Payments.** No display or exhibit material will be released to the exhibit area unless all Trade Show fees are paid in full. An exhibitor who fails to make payment when due shall automatically forfeit any rights, privileges, and claims of any nature the exhibitor has or may have, including rights to any payment previously made. All monies are payable in U.S. Funds.

**4. Defaults.** If the space reserved for an exhibitor is not occupied by the time set for completion of displays, such space will be considered canceled and possessed by Schneider Publishing Company, Inc., (hereinafter SPC) for such purposes as it may see fit. The exhibitor shall remain liable for the full rental of such space. SPC shall have the right to re-let such space.

**5. Suitability of Exhibits.** SPC may reassign space as it deems necessary. SPC may alter the location of exhibit space as shown on the official floor plan. SPC shall determine the eligibility of any company or products for inclusion in the Trade Show.

**6. Restrictions in Operation of Exhibits.** SPC reserves the right to restrict or evict exhibits or exhibitors which in the opinion of SPC become objectionable because of noise, method of operation, materials, smell or any other reason. SPC also reserves the right to prohibit or evict any exhibit or exhibitor which, in the opinion of SPC may detract from the general character of the Trade Show as a whole or which does not comply with the regulations and specifications, detailed in the Exhibitor Prospectus. SPC may require the cessation or removal of any person, thing, conduct, printed matter, or anything of a character which SPC determines in its opinion is objectionable. In the event of such restriction or eviction, SPC is not liable for any refunds of rentals or other exhibit expenses.

**7. Exhibit to be Confined to Space.** All exhibits must be contained within the assigned exhibit space and nothing is to be in the aisles.

**8. Use of Space.** Exhibitors will not be permitted to interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Exhibit space personnel, including demonstrators, receptionists and models are required to confine their activities to the exhibitor's exhibit space. Apart from the specific display space for which an exhibitor has contracted with SPC, no part of the Trade Show premises and grounds may be used by any organization other than SPC for display or distribution purposes of any kind.

Representatives, models, employees of exhibitors and all other exhibit space personnel will be appropriately attired.

Projection machines, televisions, stereos and other such electronic equipment are limited in their operation to demonstrations only and shall not be used at volumes designed to attract visitors, or which are disruptive to neighboring exhibits. All projections must be handled in accordance with the requirements of the local fire prevention authorities and the exhibitor agrees to comply with all union requirements for the operation of such equipment. The use of glaring lights or objectionable light effects is prohibited. The exterior of any display cabinet or structure facing an adjacent exhibitor's exhibit space must be finished or suitably decorated at the expense of the exhibitor erecting or installing such a display and must not include corporate or product identification which would detract from the adjacent display.

The sale of any product at an exhibit space or in the Trade Show premises is prohibited.

**9. Performance of Services.** On behalf of the exhibitors, SPC has designated official contractors for services to be provided and charged at the then prevailing rate. The contractors and rates will be listed in the Exhibit Kit to be issued separately. SPC assumes no responsibility or liability for any of the services performed or materials delivered by those contractors.

**10. Fire and Electrical Requirements.** Exhibit space decorations must be flame proofed and all hangings must clear the floor. Electrical wiring must conform to all government and facility requirements. SPC may cancel all or part of any exhibit if upon inspection it appears not to comply with these regulations, or is otherwise creating a fire hazard. Exhibitors must comply with all applicable fire regulations. Exhibitors must not engage in any activity in contravention of SPC's Insurance policy.

**11. Carpeting.** In order to maintain the appearance of the show, SPC requires that all exhibitors use carpeting in their booths.

**12. Decorations.** SPC retains absolute discretion and authority in the placement, arrangement, and appearance of all Trade Show displays. No liability shall attach to SPC for costs that an exhibitor may incur in complying with any such SPC directives.

**13. Signs, Sign Copy, Illumination.** No electrical flashing signs or signs involving the use of neon or similar gases will be permitted in the Trade Show, unless approved by SPC in writing. Should the wording on any sign or area in the exhibitor's exhibit space be deemed by SPC to be contrary in any way to the best interests of the Trade Show, the exhibitor shall make changes in wording as are requested by SPC.

**14. Americans with Disabilities Act.** Exhibitor warrants that its exhibit booth will meet the requirements of the Americans with Disabilities Act of 1990. Exhibitor agrees to defend, indemnify and hold harmless SPC, its officers, officials, employees and volunteer staff from any claim of liability or responsibility made by any party on account of Exhibitor's failure to comply with the Americans with Disabilities Act.

**15. Music and Other Copyrighted Material.** It is understood and acknowledged that the playing of music is not integral to the trade show's standard operating procedure. Subject to the requirement that each exhibitor comply with all applicable laws and these Rules and Regulations, the playing of music is solely a matter of each exhibitor's preference.

However, each exhibitor is responsible for obtaining any necessary licenses and payment of all applicable royalties with respect to the playing of any copyrighted music or the use or display of any photographs, audiovisual materials, sculptures, computer programs or other copyrighted works.

Each exhibitor warrants that all works of authorship used in connection with its exhibit are original works owned by it, duly licensed, or in the public domain.

Each exhibitor agrees to defend, indemnify, and hold harmless SPC, its subsidiaries, directors, officers, and employees from all liability, including attorneys fees, arising from every claim of patent, copyright, or trademark infringement, or misappropriation of trade secrets or similar or related claims.

**16. Correction of Nonconforming Exhibits.** SPC reserves the right to require the correction or removal and to correct or remove any exhibit that does not conform to these Rules and Regulations.

**17. Dismantling of Exhibits.** Exhibitors may not dismantle displays until after the Trade Show closes. Failure to comply may be cause for SPC to refuse future exhibiting privileges.

**18. Repair of Damages.** Nothing will be posted on, tacked, nailed, screwed or otherwise attached to the columns, walls, floors, ceilings, furniture, or other property of the Trade Show premises. Exhibitor may not apply paint, lacquer, adhesive or any other coating to building floors or to standard equipment. The cost of repairing any damage caused by the exhibitor, its employees, representatives or agents to the Trade Show premises will be billed to and paid by the exhibitor.

**19. Security.** Security for the Trade Show will be provided during the hours of setup, tear down and throughout the show. Exhibitor agrees that the provision of such service constitutes adequate discharge of all obligations of SPC to supervise and protect SPC property. Exhibitor agrees that it is wholly responsible for ensuring protection of its property on and off Trade Show premises. Exhibitor must keep an attendant in its exhibit space during the hours the Trade Show is open. Security has the right to inspect briefcases, packages, or carrying containers to determine that no unauthorized merchandise is being removed from the Trade Show area. Valuable items, hand samples, original artwork, etc. should be displayed in a protective manner by exhibitors during Trade Show hours. Such valuable items should be removed from the exhibit each evening and placed in lockers if provided by the Trade Show premises or in hotel safety deposit vaults. In cases where this is impractical, it is recommended that the exhibitor retain a security service for its display during closed hours. Retention of security services must be coordinated through SPC's Trade Show department.

**20. Exhibitors Admittance During Non-Show Hours.** Representatives of exhibitors will not be permitted to enter the Trade Show earlier than one-half hour before scheduled opening time each day of the Trade Show, except on opening day when they will be permitted to enter the Trade Show one hour before the scheduled opening of the Show. Exhibitors requiring additional time should make arrangements for earlier admittance by checking with the TEAMS Trade Show office on the previous day and obtaining the necessary credentials. Also, exhibitor representatives will not be permitted to remain in the Trade Show premises after the closing hour each night, with the exception of the final night, unless special arrangements are made at the TEAMS Trade Show office in advance.

**21. Trade Show Admission Policy.** Admission to the Trade Show will be granted to all employees of SPC and all other qualified persons after presentation of proper identification. Press, radio, and TV representatives are welcome at all times in a reporting or editorial capacity. Credentials must be presented at the TEAMS Media Desk. Admission badges will be issued and worn by each person attending the Trade Show. Badges are not transferable.

**22. No Guarantee of Attendance.** SPC does not guarantee specific volumes or levels of attendance at the Trade Show. Traffic by a specific exhibit is a function of the particular exhibit and not a responsibility of SPC. Additionally, SPC does not guarantee participation in the one-on-one appointment sessions that occur at TEAMS.

**23. Indemnification — Loss, Damage and Injury.** The exhibitor shall defend, indemnify and hold harmless SPC and their agents from any claims, made against SPC arising out of the exhibitor's performance of the agreement between SPC and the exhibitor respecting this event. The exhibitor shall maintain adequate insurance to cover this obligation.

**24. Insurance.** The exhibitor shall, at its sole cost and expense, procure and maintain throughout the term of the contract for exhibit space, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or coverage upon the leased premises with combined single limits of liability not less than \$1,000,000, or such additional amount as may be required by the exhibition facility. The policy shall also include Schneider Publishing Company, Inc., as an additional insured. The exhibitor shall obtain and furnish, upon request of SPC, a certificate of insurance evidencing the required insurance.

**25. Force Majeure.** The performance of this Agreement by SPC is subject to acts of God, war, government regulation or advisory; acts of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it commercially impractical, illegal or impossible to provide the facilities or to make use of the facilities. In the event of such an occurrence, it shall be within the sole discretion of SPC to cancel, interrupt, relocate or limit the Trade Show. If the Trade Show is canceled by SPC for any one or more of such reasons all further obligations shall cease.

**26. Interpretation and Amendment.** SPC shall have full power to interpret or amend these rules and its decision is final. Exhibitor agrees to abide by any rules or regulations that may be adopted by SPC at a later time, and which shall be made a part of these Rules and Regulations and shall be considered fully incorporated within the Rules and Regulations. SPC promises its full cooperation for a successful show and will be pleased to work with exhibitors toward this end. These Rules and Regulations, together with the application form, constitute the entire contract between the exhibitor and SPC. All points not covered in the Rules and Regulations will be decided by SPC.

**27. Non-Waiver.** No waiver by either party of any term or provision of this agreement shall be deemed a waiver of any preceding or succeeding breach of the same or of any other condition or provision.

**28. No Third Party Rights.** These Rules and Regulations govern the conduct of exhibitors at the Trade Show and are not to be construed as conferring any right or benefit upon any third party.

**29. Dispute Resolution.** In the event of any accident, injury, dispute or controversy arising out of this Agreement, the parties agree to first submit all issues to mediation under the procedures of the American Arbitration Association in Los Angeles, CA. In the event that mediation fails to resolve all issues, the parties shall submit all remaining issues to arbitration under the procedures of the American Arbitration Association in Los Angeles, CA; the prevailing party shall be entitled to reasonable attorneys' fees and expenses in accordance with those procedures.

**30. Governing Law.** This Agreement and any dispute arising with respect to the subject matter thereof, shall be governed by, and interpreted in accordance with the laws of the state of California.

Please initial: \_\_\_\_\_

Date: \_\_\_\_\_

# SportsTravel®

## Insertion Order and Advertising Contract

**Advertiser:**

Pasco County Office of Tourism  
7530 Little Road, Suite 340  
New Port Richey, FL 34654

**Telephone:** (727)847-8129 **E-mail:** ekeaton@pascocountyfl.net

**Ordered by:** Eric Keaton, Public Communications Manager

**Sold by:** Yvonne Garcia **Order:** S10054

**Reader Response Center Listing (please indicate how you would like your listing to appear):**

**Advertiser Name (30 characters maximum):** \_\_\_\_\_

**Web Site (25 characters maximum):** \_\_\_\_\_

**Phone number for listing:** \_\_\_\_\_ (All listings edited to conform with our style.)

**Billing instructions:** Ad is included as part of TEAMS '10 sponsorship contract.

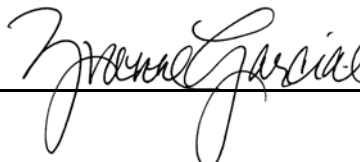
**Special instructions:** Ad will be within the TEAMS '10 Official Conference Program in the October/November issue. **Artwork measuring 4-5/8" x 4-7/8" is due no later than September 8, 2010.**

Issue	Size/Description	Rate
Oct/Nov 2010	1/3-page Sq. 4C	TEAMS '10 Sponsor

Advertising submitted as film will be subject to a \$100 film conversion fee. This advertising contract is subject to the conditions stated on the attached and the provisions contained in the current rate card. By signing, advertiser and/or advertising agency agree to abide by these conditions. On acceptance, a confirmation copy of this contract will be returned to the advertiser.

Authorized Signature \_\_\_\_\_ (Advertiser)

Title \_\_\_\_\_ Date \_\_\_\_\_

Accepted for Publisher by  \_\_\_\_\_ Date 8/26/10

## Conditions

1. Advertising space closing date is the first day of the month prior to cover date of insertion (i.e. December 1 for the January issue). Insertion orders must arrive by the space closing date or inclusion of advertising will be at the discretion of the publisher.
2. Rates contained herein and printed in the current rate card assume camera-ready artwork will be provided by the advertiser and/or advertising agency. No typesetting or alteration will be done by Schneider Publishing Company, Inc. unless specified herein.
3. Previous ads will be repeated for advertisers who fail to provide new artwork.
4. The word "advertisement" will be placed with copy which, in the publisher's opinion, resembles editorial matter.
5. Publisher reserves the right to determine ad placement, although every effort is made to fulfill placement requests.
6. Artwork will be retained by the publication and destroyed 12 months after last insertion unless specific written instructions are received indicating artwork is to be returned.
7. No conditions, printed or otherwise, appearing on the insertion order, billing instructions or copy instructions which conflict with the publisher's policies contained herein and in the current rate card will be binding on the publisher.
8. Subject matter, size, wording, illustration, and typography of all advertising is subject to the publisher's approval. Advertisers and/or agencies assume liability for content of advertisements and assume responsibility for any claims therefore made against the publisher.
9. No cancellations or changes in insertion orders will be accepted after the space closing date. Any such change must be received in writing prior to the first day of the month preceding date of insertion. Any advertiser canceling after the space closing date must pay the full charge for space, color and positioning.
10. Advertisers who fail to fulfill frequency contracts will incur a short-rate penalty based on the applicable rate contained in the current rate card.
11. Advertisers and/or advertising agencies are jointly and severably responsible for payment of all insertions contained herein.
12. Schneider Publishing Company, Inc. will invoice the advertiser or advertising agency upon publication and will provide two tear sheets as proof of performance.
13. Payment must be received within 30 days after the invoice date in order to qualify for the 15% agency discount.
14. The publisher reserves the right to require full payment in advance from companies with poor credit histories.
15. Those accounts that are outstanding for 60 days or more may, at the publisher's discretion, be restricted from advertising until payment is received and the account is brought current. The publisher may contact advertisers represented by advertising agencies on such accounts if requests for payment are not heeded by the advertising agency. Accounts 90 days or more delinquent are subject to be referred to a third-party for collection.

**ENFORCEMENT:** Should it become necessary for Schneider Publishing Company, Inc. to enforce any provision herein, the advertiser and/or advertising agency shall pay all costs of enforcement and collection, including, but not limited to, reasonable attorney's fees, whether or not such enforcement or collection includes the filing of a lawsuit.