

AGREEMENT

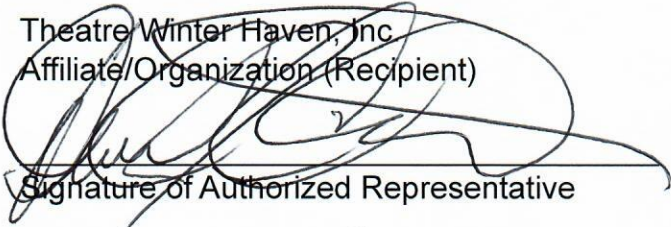
This Agreement is entered into effective as of the date last executed by and between Polk County, a political subdivision of the State of Florida (hereinafter called Polk County), and Theatre Winter Haven, Inc. a Florida not for profit corporation authorized to transact business in Florida (hereinafter called Recipient).

Whereas, Polk County collects funds pursuant to Section 125.0104, Florida Statutes, which must be expended according to the requirements contained therein; and whereas, Polk County, through its Tourism & Sports Marketing Division ("PCTSM"), desires to provide funds to Recipient or to third-parties providing service or product, with Recipient's approval, for the purposes contained herein. Now, therefore, the parties agree as follows:

1. Polk County agrees to provide funding to Recipient from Tourist Development Council Funds in the amount of \$405,945 (the "Sponsorship Funds") for the Event(s) as specified in that certain Sponsorship Application Form submitted by the Recipient, file number(s) (AC-26-357, AC-26-366, AC-26-502, AC-26-503, AC-26-374, AC-26-516, AC-26-367, AC-26-535) incorporated herein by this reference (collectively, the "Application"). These funds shall be expended in accordance with the Application and with the Arts, Culture and Heritage Sponsorship Program Overview and Guidelines, incorporated herein by this reference (the "Guidelines"), and the Recipient shall perform in accordance with all of the terms and conditions of the Application and the Guidelines.
2. At least fifty percent of the Sponsorship Funds used for advertising (only applies if Recipient was approved for "advertising funds") must be expended to target nonPolk County residents. However, all collateral, promotions, and advertising materials, must contain the enclosed Central Florida Tourism & Sports Marketing logo. If the Central Florida Tourism & Sports Marketing logo is not included in Recipient's advertising, payment may not be made.
3. Recipient, in order to initiate the payment process, shall submit an original invoice, together with any post-Event paperwork deemed necessary by PCTSM, to PCTSM's offices. Recipient must submit one written request for payment for processing and said request must be received within sixty (60) days of the final date of the Event and must include all backup documentation as required by PCTSM, including, without limitation, a Post-Event Economic Report detailing, among other items, the number of room nights generated by the Event. Recipient shall certify by affidavit that the information provided in the Post-Event Economic Report is true and correct. If the final date of the Event actualizes between August 1st and September 30th of any given year, then the 60-day deadline specified above shall not apply, and instead the invoice and all post-Event paperwork must be submitted on or before September 30th of that year.
4. Should Recipient not expend the Sponsorship Funds in accordance with the Application and the Guidelines, or if Recipient does not submit its request for payment within sixty (60) days of the final date of the Event along with the supporting documentation by the applicable date as set forth in Section 3 above,

Polk County shall have no obligation under this Agreement or otherwise to provide the Sponsorship Funds to Recipient as set forth above.

Theatre Winter Haven, Inc.
Affiliate/Organization (Recipient)


Signature of Authorized Representative

DANIEL J. CHESNICKA
Print Name

PRODUCING DIRECTOR
Title

9/17/25
Date

Reviewed as to form and legal sufficiency:


County Attorney's Office

 Date

Accepted and agreed to this

 Day of , 2025

Polk County, a political subdivision of the State of Florida

Chairman, Board of County Commissioners

ATTEST: Stacy M. Butterfield, Clerk of the Court

Deputy Clerk

 Date