

## SPONSORSHIP AGREEMENT

This **Sponsorship Agreement** (“Agreement”) is effective this **29th day of September, 2017** (the “Effective Date”), which is entered into by and between **Florida Sports Foundation, Incorporated, organizer of the Florida Senior Games**, a Florida Non-Profit Corporation with its principal place of business at 101 N Monroe Street; Suite 1000, Tallahassee, FL 32301 (herein referred to as “Company”), and **Humana Inc.**, a Delaware corporation for itself and on behalf of its subsidiaries, affiliates, joint ventures, partnerships, managed and contracted entities with its principal place of business at 500 West Main Street, Louisville, Kentucky 40202 (herein referred to as “Sponsor”) (each may be referred to as a “Party” or collectively as the “Parties”).

**WHEREAS**, Sponsor desires to become a “Presenting Sponsor” of the Florida Senior Games (“FSG”) on the terms and conditions set forth herein,

**NOW, THEREFORE**, in consideration of the promises and mutual representations and covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and Company hereby agree as follows:

**I. Term:**

September 29, 2017 through December 31, 2020. (“Initial Term”)

The term of this Agreement shall be for an Initial Term with an optional renewal term.

Sponsor has the option to opt-out of the third year of the Initial Term (2020) by giving written notice to Company by September 1, 2019

Sponsor is also granted the option to extend this Agreement through 2023 under the same terms and conditions any time prior to September 1, 2022. If the Sponsor decides to not renew, it will notify Company in writing prior to September 1, 2020

**II. Event(s).**

**See Attachment A.**

**III. Fees and Invoicing.** In consideration for the benefits to be provided by Company as set forth herein, Sponsor shall pay annual sponsorship fee beginning in 2018 of Fifty Thousand Dollars (\$50,000.00) per year, payable by the first day of January of each year.

Humana shall submit to Company via Humana’s online self-service tool for managing Purchase Orders and invoicing (“iSupplier Portal”), its standard Purchase Order for the Services covered under this Agreement. Company shall create and submit electronic invoices via iSupplier Portal against the corresponding Purchase Orders. Humana will not process or receive any invoices submitted outside of iSupplier Portal.

**IV. Sponsor Benefits.**

**See Attachment A**

**V. Force Majeure.** This Agreement may be terminated by either party due to acts of God, war, government regulations, disaster, strikes (excluding strikes involving employees of the party seeking the protections of this provision), civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or impossible to perform obligations under this Agreement. In order to terminate this

Agreement under this provision for any one or more of such reasons, the terminating Party must provide written notice to the other Party within five (5) days of the occurrence of any of these events. The Parties may mutually agree to reschedule the event with any deposits or prepayments being carried over in their entirety without penalty. In the event that services are suspended for a time period not to exceed thirty (30) days because of an act of nature, act of God or other force majeure event, beyond the reasonable control of a Party, either Party may terminate this Agreement immediately without cause or penalty and any monies paid for such services in advance shall be refunded immediately.

**VI. Promotions/Intellectual Property.** Each of the Parties hereto grant to the other a royalty-free, revocable, non-exclusive, limited license to use and display trademarks, copyrighted materials, or services associated with the products or services provided under this Agreement. Such use shall be limited solely to the duration of the event and any advertising or promotional activities relating thereto which the Company may show to prospective sponsors for future events. Sponsor and Company acknowledge that provisions of this paragraph do not convey any right, title, or ownership interest in the trademark(s), service mark(s), logo(s), or other identification (“Marks”) of one another without prior written consent.

Each Party shall submit to the other Party, for prior written approval, samples of all marketing, promotional or solicitation materials, printed or otherwise, which a Party intends to utilize, containing the Marks of the other Party. Approval by a Party of such materials shall not be unreasonably withheld or delayed. Approval for all marketing and media creative (creative being defined as the graphic design and layout of marketing and media materials) provided will be reviewed within ten (10) business days of the receipt of such material and revisions or approval provided as soon as possible. The Parties acknowledge that there may be some urgent circumstances where materials must be approved in less than ten (10) business days, in which case the Parties agree to make commercially reasonable efforts to review the material and provide revisions or approval as soon as possible.

Subject to the foregoing, each of the Parties hereto is and shall remain the owner of all rights in and to its name(s) and logo(s), including, as applicable, the Sponsor’s Marks or Company Marks, as the same now exist or as they may hereafter be modified, including all rights in and to any copyright, trademark, trade name, service mark and/or like rights pertaining thereto. Any and all rights to a Party’s Marks not herein specifically granted are reserved to the granting Party. Upon termination of this Agreement, the Parties shall terminate all use of each other’s Marks in every manner whatsoever. Except as provided herein, or as necessary for its performance hereunder, neither Party shall use the name or intellectual property of the other Party, its affiliates or subsidiaries in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement, or make any public statement relating to the other Party, its affiliates or subsidiaries, without the prior full disclosure of same to the other Party, and the prior written consent of the other Party.

The Parties acknowledge and agree that Humana will be the sole owner of any and all advertising, intellectual property, audio-visual works, artwork, compilations, property, data, documentation, and any other material prepared, conceived, discovered, developed or created by on or behalf of Humana and relating to, comprising or constituting, in whole or in part, the Sponsorship (collectively, the “Work Product”). To the extent that any Work Product cannot, by operation of law, be deemed a “work made for hire”, Company hereby unconditionally and irrevocably agrees to transfer and assign to Humana any and all intellectual property or other rights Company may have in or to any or all of the Work Product. Company agrees to execute and deliver to Humana any transfers, assignments, documents or other instruments which are reasonably necessary or appropriate to vest complete and perpetual title in and ownership of any and all Work Product and any and all associated rights exclusively in Humana. As the rightful owner of the Work Product, Humana has the unlimited right to adapt, change, revise, cut, edit, add to, subtract from, arrange, rearrange or otherwise modify the Work product. Humana shall retain the full right to use the Work Product, in all media, now known or hereafter devised, including, without

limitation, television, print, radio, Internet, film, tape, compact disc and any other method of recording, advertising, promotion sales or exploitation now known or hereafter devised.

**VII. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of law principles. The parties agree that the federal or state courts sitting in Miami-Dade or Broward Counties, Florida, shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement.

**VIII. Termination.**

- A. Termination for Default. In addition to all other rights and remedies available at law or in equity, a Party shall be entitled to terminate this Agreement by giving written notice to a defaulting Party if: (a) the defaulting Party shall have breached any of its material obligations hereunder and fails to cure such breach within ten (10) days after receiving written notice thereof, or, if such breach is not capable of being cured or remedied within ten (10) days, the defaulting Party has not diligently commenced efforts to cure such breach within the ten (10) day period; or (b) a Party files a petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated insolvent or bankrupt, petitions or applies for a receiver or trustee for a substantial part of its property, commences any proceeding under any reorganization, arrangement, dissolution or liquidation law or statute of any jurisdiction, or if there is commenced against the other Party any such proceeding which has not been dismissed ten (10) days after commencement.
- B. Immediate Termination. Either Party shall be entitled to terminate this Agreement immediately without notice or penalty in the event the other party engages in behavior or activity that has caused or may likely cause damage to the other Party's brand image, and/or engages in conduct involving moral turpitude, or is shocking, insulting or offensive to a substantial number of people of any class or group.
- C. Regulatory Change. Notwithstanding any other provision contained in this Agreement to the contrary, in the event that a court decision, government agency decision, regulation, or enactment of legislation, which, in the reasonable estimation of a Party, makes offering or continuing the Sponsorship unlawful or commercially impractical, such Party may give written notice of its intention to immediately terminate this Agreement, whereupon Company shall pro-rate to Humana any sums paid in advance of benefits not yet received.
- D. Termination for Convenience. Notwithstanding anything to the contrary contained herein, Sponsor may terminate this Agreement at any time upon thirty (30) days' notice without cause or penalty.

**IX. Independent Contractor.** Sponsor and Company shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, legal partnership or joint venture of employment between Company and Sponsor. It is mutually understood and agreed that (a) Company and its employees and agents are, at all times herein, acting and performing separately and independently of Sponsor and are in no way or manner to represent themselves as agents or employees of Sponsor and (b) Sponsor and its employees and agents are, at all times herein, acting and performing separately and independently of Sponsor and are in no way or manner to represent themselves as agents or employees of Sponsor.

**X. Assignment.** This Agreement is not assignable in whole or in Part by any Party hereto without prior written consent of the other.

**XII. Insurance.** The Parties shall carry such forms of insurance and in such amounts as are required by law for the types of business they conduct and will, upon written request, provide the other Party with relevant evidence of coverage.

**XII. Hold Harmless and Indemnification.** Each Party shall indemnify, defend and hold harmless the other party, its officers, directors, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, arising out of a claim based on such Party's breach of any representation, warranty or covenant contained herein. The Party requesting indemnification shall promptly notify the other Party of any claim or litigation to which the indemnity set forth in this paragraph applies. The indemnifying Party will defend all actions to which such indemnity applies and conduct the defense thereof at its expense and by counsel of its choosing; provided that the indemnified Party may participate in such defense with its own counsel at its own expense. This paragraph shall not waive any statutory limitations of liability available to either Party, nor shall it waive any defenses either Party may have with respect to any claim.

**XIII. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any and all prior agreements, arrangements, communications, or representations, whether oral or written concerning the same subject matter. This Agreement may not be amended, altered, modified or changed except in writing, signed by both Parties.

**XIV. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement.

**XV. Notices.** All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the addresses under the authorizing signatures.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed.

**Humana Inc.**

**Florida Sports Foundation, Incorporated**

*Fernando Valverde*  
BY: Fernando Valverde (Oct 5, 2017)

*Lisa Kirkland OSteen*  
BY: Lisa Kirkland OSteen (Sep 29, 2017)

Signature

Signature

Fernando Valverde

Lisa Kirkland OSteen

Printed Name

Printed Name

Regional President South Florida Medicare

Director of Marketing

Title

Title

Oct 5, 2017

Sep 29, 2017

Date

Date

## Attachment A to the Sponsorship Agreement

### Events:

<u>Event</u>	<u>Date</u>	<u>Location</u>
2017 Florida Senior Games	December 2-10, 2017	Clearwater, Florida

### *Initial Term Events*

2018 Florida Senior Games	TBD	TBD
2019 Florida Senior Games	TBD	TBD
2020 Florida Senior Games	TBD	TBD

**Sponsor Benefits.** During the full Term, Sponsor will receive:

### Announcement of Partnership

The Parties will formally announce the partnership at the 2017 Event and fully activate for full three (3) year Initial Term.

### Brand Recognition

- Recognition as the Presenting sponsor of the Florida Senior Games ('FSG') in all Senior Games related materials.
- Humana will be included in the Florida Senior Games name in all announcements and press releases as "Florida Senior Games presented by Humana".
- Category exclusivity for brand or products (our standard Broad statement): Health Insurance/Health Benefits, Pharmacy, Dental, HCS, etc.
- Humana logo will accompany the FSG logo with the term "presented by" in print materials and digitally. Humana Logo to be no less than 35% of the FSG logo.
- Each party shall have the right to use the other party's Trade Names or Marks in promotional materials during the Agreement Term.
- Humana to approve all branding and materials with the Humana logo to assure appropriate representation
- As new FSG event signage is produced or replaced, the Humana logo will appear accompanied by the term "presented by"
- Additional Signage opportunities available at all venues of the Florida Senior Games (provided by Humana).
- Recognition on Florida Sports Foundation website (average of 21,408 sessions per month; Florida Senior Games main page averages 52,399 page views annually)
- Logo on Florida Senior Games athlete and volunteer t-shirt, participant bibs, and other items created by the FSG and provided to participating athletes
- Logo on Sunshine State Games athlete and volunteer t-shirts (12,000)
- Logo on athlete and official credentials (Humana may provide lanyards as well) (4,000)
- Brand/logo on any participant or volunteer shirts provided by the Florida Senior Games.
- Public address announcements at Florida Senior Games event facilities.
- Humana rep to present athlete medals at sport's awards ceremonies

- Statewide press release and possible media event announcing partnership with the Florida Senior Games.
- All Press/media material to be reviewed and approved by Humana

#### Print and Digital Media / Advertising

- One-page advertisement in 2018 - 2020 Florida Senior Games registration books (20,000)
- Two-page advertisements in 2018-2020 Florida Senior Games souvenir programs (3,500)11/1/17
- Logo Recognition on 2018 - 2020 Florida Senior Games promotional (30,000 statewide)11/1/17
- Logo Recognition on 2018-2020 Florida Senior Games promotional poster (3,000 statewide)11/1/17
- Logo Recognition on 2018-2020 Florida Senior Games qualifying cards sent to all qualified athletes (15,000)12/1/17
- One-page advertisement in 2018-2020 Sunshine State Games souvenir program (10,000)3/1/18
- One-page advertisement in Florida Sports Foundation publications based on timeline availability: Golf Guide (250,000), Fishing Guide (150,000), Spring Training Guide (100,000), Florida Sports Directory and Facilities Guide (25,000 every two years)
- Logo will appear accompanied by the term “presented by” in Florida Senior Games print advertisements such as Swimmer Magazine, National Masters News, Pickleball Magazine, etc.
- Logo will appear in Florida Senior Games promotional video accompanied by the term “presented by”.
- Logo will appear in Florida Senior Games video PSA accompanied by the term “presented by”.
- Incorporate Humana into award neck ribbons when medals are re-ordered.
- Humana to approve all branding and materials with the Humana logo to assure appropriate representation
- Photography:
  - Access and promotional use of event photographs and video footage from FSG events captured by the FSG or its vendors
  - Humana shall have the right to photograph and/or film the Events or parts thereof. It shall be the responsibility of the photographing party to obtain any releases, clearances or other instruments necessary of the use of such photographs.

#### Marketing and Sampling Opportunities

- Onsite vendor opportunities at Florida Senior Games at all available venues as well as ability to partner with FSG at other events FSG is promoting its events
- The right to conduct one (1) educational seminar or program promoting brand/product for athletes and attendees during the Florida Senior Games
  - Florida Senior Games will also make every effort to promote the seminars on-site in order to increase awareness and attendance
- Opportunity to place promotional materials in Florida Senior Games athlete goodie bags (3,000)
- Opportunity to place promotional materials in Sunshine State Games athlete goodie bags (10,000)
- Opportunity for employees to volunteer
- Monthly Social Media posts recognizing partnership through the year on Florida Senior Games Facebook page.
- In addition, Humana will be included in Florida Senior Games paid advertising through Facebook.

- Access to Florida Senior Games mailing/email list or entire database five (5) times per year for the term of agreement. Email to be sent by FLSG on behalf of Humana

Community Relations

- Work in conjunction with Humana to develop a social function to the Florida Senior Games (i.e., Celebration of Athletes, athlete party, health and wellness expo, etc.)
- FSF will invest a portion of Humana partnership into the FSG Series Qualifier Grant Program, and require local games receiving a grant to provide Humana benefits.