

Solid 4/16/20

Weather Forecast

410-548-4933

LIVE WIRE MEDIA, LLC
EVENT SPONSORSHIP MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made 2nd day of Sept, in the year 2023, by and between Wicomico County, Maryland (hereinafter referred to as "County") and Live Wire Media, LLC (hereafter referred as the "Event Organizer") The parties enter into this MOU to set forth their mutual understanding on what roles each organization shall fulfill for the sponsored event(s).

Wicomico County, Maryland intends to support:

Event Organizer: LIVE WIRE MEDIA, LLC

Contact Name: BRAD HOFFMAN

Address: 510 146th Street, Unit 4

City, State, Zip: Ocean City, Maryland 21842

Event Name(s): Jeeps at the Quarry, Open Wheeling, Quads at the Quarry, Broncos at the Quarry

Date(s): TBA (Spring, Summer, Fall 2024)

Additional dates or transfer of dates may be completed by mutual consent of the County and the Event Organizer under the same conditions of this sponsorship.

The Event Organizer intends to use the following parcel:

Connelly Mill Road, Delmar, Maryland property containing 111.58 acres, more or less.

The Event Organizer will:

1. Oversee and manage all components of the sponsored event.
2. Recognize sponsors in all marketing efforts, including but not limited to press releases, interviews and social media posts.
3. During 2023 and 2024, the Event Organizer will prepare the site for the event with County oversight and approval, and without interfering with County operations at the site.
4. Provide trash containers and four (4) portable toilets, and remove the trash containers, the portable toilets, and all loose trash from the site within forty-eight (48) hours after the conclusion of an Event.
5. Create a site map for the site.
6. Build a working relationship with local businesses and governmental entities,
7. Provide operational oversight during an Event. All Events shall begin after 8:00 a.m. and end by 5:00 p.m.
8. Provide all staff and security for an Event.
9. Provide markers, flags or posts to delineate staging areas at the site during an Event.
10. Inform neighboring property owners of scheduled Events.
11. Provide a plan to the County to prevent public access to the site when the site is closed to the public.
12. Provide traffic control into the staged area for an Event.
13. Provide an online presence, including a website and social media coverage for Events.
14. Provide online registration for Events.
15. Provide branding and logos for Events, and execute a marketing plan for participants.
16. Coordinate with vendors to facilitate sales promotions at Events.

17. Coordinate with regional Jeep and 4 X 4 clubs for registration and participation at Events.
18. Prepare a liability waiver for signature by all participants at Events, subject to approval by County.
19. Provide all staff necessary to supervise and operate an Event.
20. Provide an appropriate tow vehicle at site during Events.
21. Facilitate off-site after-hours social events.
22. Negotiate with Wicomico accommodations to create special rates for participants.
23. Produce a schedule of Events for each year.
24. Provide a report to the County about each Event, including an accounting of revenue and expenses.
25. The County shall receive ten percent (10%) of the net profit from each Event.
26. Financials and economic impact statement will be prepared after each Event.

The County will:

1. Provide access to the site for preparation and conduct of the Event by Event Organizer.
2. Assist Event Organizer with interaction with the City of Salisbury.
3. Cooperate with Event Organizer to develop a marketing plan for the Event.
4. Provide roll fencing or barriers to mark off-limit areas at the site during an Event.
5. Provide County social media notice to the public and participants for Events.
6. Provide personnel to manage off-site traffic flow.
7. Participate in meetings with the Event Organizer to prepare and conduct each Event.
8. Provide manpower and equipment to assist with event setup.

Notice: Any notice shall be provided via email or regular mail as follows:

Wicomico County, Maryland

Attn: Julie Giordano, County Executive
125 North Division Street, P. O. Box 870
Salisbury, Maryland 21801

jgiordano@wicomicocounty.org

Live Wire Media, LLC

Attn: Brad Hoffman
510 146th Street, Unit 4
Ocean City, MD 21842

brad@live-wre-media.com

Terms and Conditions

Amendment. This Contract is the entire agreement between the parties. All other prior communications related to this Contract are superseded by this Contract. No amendment to this Contract is binding unless in writing and signed by the parties.

Compliance with Law. The Event Organizer warrants that:

1. The executed Contract will be a valid obligation enforceable in accordance with its terms;
It will perform in a workmanlike manner and in accordance with applicable professional standards;
2. It is qualified to do business in the State of Maryland and that it will remain qualified;
3. It will comply with all applicable federal, State, local laws, regulations, and ordinances; and
4. It will obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under this Contract.

Counterparts and Signature. This Contract may be executed in several counterparts, each of which may be an original and all of which will constitute the same instrument. An electronic signature, a facsimile copy, or computer image of this Contract will have the same effect as an original signed copy.

Force Majeure. The performance of this agreement by either party is subject to acts of God, government authority, disaster, epidemic or other emergencies, fire, or riot, any of which make it illegal or impossible to provide the goods, facilities and/or services to be provided by a party under this contract. If one or more of such circumstances occur, then performance under this agreement may be delayed or terminated for any one or more of such reasons by written notice from one party to the other, in which case, neither party shall have any liability to the other, including any direct, consequential, compensatory, special, incidental, liquidated or other damages of any nature whatsoever, by reason of such delay or termination.

Governing Law. This Contract is governed by the laws of the State of Maryland and Wicomico County.

Indemnification. The Event Organizer will indemnify the County, its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including Attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Event Organizer's agents or employees, except that it is not applicable to injury, death, or damage to the property arising from the sole negligence of County, its officers, agents, or employees.

Insurance Requirements.

- A. Event Organizer must obtain and keep in effect Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name Wicomico County, Maryland, their employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$5,000,000 general aggregate, and \$500,000 for property damage, or such greater amount as agreed upon by the parties. Coverage must be written on an occurrence form.
- B. Event Organizer must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of this Contract. Volunteers are exempt.
- C. All insurance policies must have a minimum 30 days' notice of cancellation. The Sponsors must be notified immediately upon cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- D. When insurance coverage is renewed, Event Organizer must provide new certificates of insurance prior to expiration of current policies.

Nondiscrimination. Event Organizer may not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, perceived disability or other characteristic protected by law. Event Organizer agrees that this provision will be incorporated in all subcontracts related to this Contract.

Remedies.

- A. **Set Off.** County may deduct from any amounts payable to the Event Organizer any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Event Organizer's breach. Event Organizer will not be relieved of liability for any damages, penalties, fines, expenses or costs caused by a failure to satisfactorily perform the services.
- B. **Cumulative.** These rights and remedies of Sponsors are cumulative and without waiver of any other rights or remedies.

Responsibility of Event Organizer. The Event Organizer must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services.

Severability/Waiver. If a court finds any term of this Contract to be invalid, the validity of the remaining terms will not be affected. The remaining terms will be construed as if the Contract did not contain the invalid term. The failure of either party to enforce any term of this Contract is not a waiver by that party.

Subcontracting or Assignment. The Event Organizer may not subcontract or assign any part of the Contract without the prior written consent of the Sponsors. The Sponsors have the right to withhold consent for any reason deemed appropriate.

Survival. The terms, conditions, representations, and all warranties contained in this Contract survive the termination or expiration of this Contract.

Termination. If this Contract is terminated or the sponsored event(s) do not occur, County will not be paid. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written ten (10) day notice to the Contractor. The notice will specify the cause for termination. **This MOU will terminate on September 1, 2024, unless the parties agree to renew this MOU for an agreed upon term.**

Termination of Contract for Convenience. Upon written notice, the Sponsors may terminate the Contract, in whole or in part, when the Sponsors determine termination is in their best interest. Termination for convenience is effective ten (10) days after County's written notice. The County will only be responsible and pay for reasonable costs allocable to the Contract for work or costs incurred by the Event Organizer up to the date of termination. The Event Organizer will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-Year Contract. If funds are not available for any fiscal period of this Contract after the first fiscal period, then this Contract will be terminated automatically as of the beginning of the unfunded fiscal period. The County will only be responsible and pay for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The Event Organizer will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The County will notify the Event Organizer if it has knowledge that funds are not available for the continuation of this Contract for a fiscal period beyond the first period.

Third Party Beneficiaries. The County and the Event Organizer are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the terms of this Contract.

Time is of the essence. Time is of the essence in Event Organizer's performance of each and every obligation and duty under this Contract.

Use of County Facilities. Event Organizer and its employees or agents have the right to use only those facilities of the County that are necessary to perform the services under this Contract. The County have no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, or other personal property of Event Organizer or its employees, subcontractors, or agents which may be stored on County premises.

Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, on the date first above written.

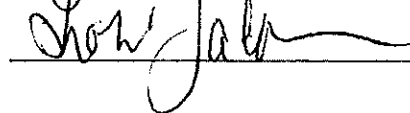
This MOU supersedes all prior commitment, if any, to host or manage Events on the Connelly Mill Road property.

No Partnership. This MOU does not create a partnership or any other business entity or affiliation between the parties, other than to define the respective rights and obligations of the parties as to the presentation of the Event.

Attest:

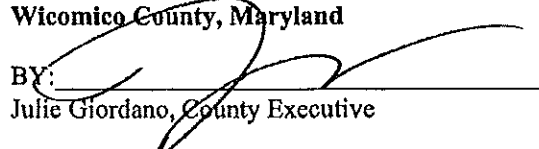


Attest:



Wicomico County, Maryland

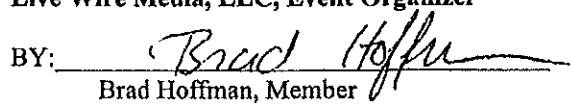
BY:



Julie Giordano, County Executive

Live Wire Media, LLC, Event Organizer

BY:



Brad Hoffman, Member