



Fishing University | 1250 Puckett Hollow Rd., Centerville, TN 37033 | 256.560.1615

Host and Promotion Agreement

THIS AGREEMENT made and entered into this _____ day of _____, 2018 by Spotsylvania County, Virginia, hereinafter known as "County" and FISHING UNIVERSITY, INC., hereinafter known as "Agency".

WHEREAS, "FISHING UNIVERSITY, INC." has requested certain funds from the County to carry out its television programs and activities by FISHING UNIVERSITY television show to promote the Spotsylvania County and Lake Anna area;

WHEREAS, the Agency desires that the County provide \$6,500 to support this purpose on one episode of Fishing University to be aired 44 times on the Outdoor Channel, Sportsman Channel and WFN- World Fishing Network in 2019, that half of the payment to be made no later than March, 2019 and the remainder to be paid upon the first airing of the episode, that the County shall, subject to availability, provide 7 hotel rooms or cabins that have 7 separate beds, for a minimum of 3 nights for the staff and crew during filming at a cost not to exceed a total of \$1,000, that the County arrange a time at a local high schools for a 1 hour program, that the County pick out 3 tourism highlights of its area to be filmed by the Agency for the show, and that the County prepare a 90 second speech about those sights and the County to be filmed by the Agency as well; and

WHEREAS, the County desires that the Agency publicize the County and its resources and advantages to attract economic development, and to promote tourism so as to attract tourists and to attract economic development; and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the County;

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The WHEREAS clauses above are incorporated herein by reference.
2. The Agency agrees to, prior to December 31, 2018 and pursuant to the requirements and subject to the conditions set forth herein, film one episode of Fishing University in the County of Spotsylvania at Lake Anna State Park and at other locations in the County and shall not, without prior approval, film in any location outside of the County for the



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purposes of the episode. The Agency shall air, or ensure the airing of, the episode a minimum of 44 times on the Outdoor Channel, Sportsman Channel and WFN- World Fishing Network prior to December 31, 2019. The Agency shall, if requested by the County, provide evidence that the episode has aired this minimum number of times.

3. The Agency shall film, promote, and air the 3 tourism highlights identified by the County and the 90 second speech about those sights and the County as part of the airing episode.
4. The Agency shall promote and air the benefits and advantages of Spotsylvania County.
5. The Agency shall explicitly indicate verbally, and through font appearing on screen during the airing episode, that the episode is taking place in Spotsylvania County, Virginia.
6. Should the County secure a donation of lodging to meet the County's requirements herein, the Agency shall at the direction of the County provide one shot of the outside of the lodging to include its signage in the airing episode and shall include a thank you to the lodging provider in the credits of the episode. (The shot of the outside lodging will be during the tourism segment.)
7. In consideration for the performance by the Agency of the services stated above, the County agrees to pay the Agency the amount of money at the times stated above and provide, or ensure the provision of, the lodging resources stated above. Payment of such amount shall be made as agreed and upon receipt of any and all documentation from Agency which the County requests prior to disbursing the funds, including, but not limited to, the documents specifically set forth herein.
8. If the Agency fails to perform its obligations under this Agreement, or if Agency violates any of the provisions of the Agreement, the County shall have the right to immediately terminate this Agreement by giving written notice to the Agency of such termination. If this Agreement is terminated for any reason by the County, including but not limited to, should the episode not air in the amounts and within the timeframe stated herein, any and all funds paid to the Agency shall be refunded to the County and the Agency shall be liable to the County for those amounts. The Agency shall also be liable to the County for its attorneys' fees incurred in enforcing this Agreement and collecting any amounts owed.
9. The Agency shall not assign any interest in the Agreement and shall not transfer any interest in this Agreement without prior written approval of the County which may be withheld in the sole discretion of the County.



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10. In connection with the performance of this Agreement, the Agency shall not discriminate against any employer, applicant for employment, or program participant because of race, religion, color, sex, age, handicap or national origin.
11. As a condition of, and in consideration of receiving funds from the County, and for the safety of the public, the Agency shall provide the Spotsylvania County Sheriff's Office, c/o Major Carter Wells and Captain Troy Skebo, a full itinerary identifying the travel of the Agency's staff and crew within the County and a daily filming schedule. The Agency shall provide the itinerary to the Sheriff's Office a week in advance of the arrival of the Agency, and shall provide a schedule of filming the day before each day of filming. The Agency shall follow all orders of the Sheriff and his Deputies during filming in matters of public safety. The Agency is encouraged to work closely with the Sheriff to ensure the safety of the Agency's staff and crew and the public.
12. As a condition of, and in consideration of receiving funds from the County, the Agency hereby agrees to fully indemnify and hold harmless the County, its officers, its Constitutional Officers, and their respective agents and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and descriptions brought out of or occurring in connection with directly or indirectly, activities funded in part or in whole with funds made available under this agreement or in any way related to its filming and airing of the episode.
13. The County is in no way responsible for the administration and supervision of the Agency's officers, employees and agents, which persons it is agreed are not officers, employees or agents of the County.
14. That this Agreement shall be administered on behalf of the County by the Director of Economic Development and Tourism in consultation with the County Administrator.
15. This agreement may only be amended by written amendments mutually agreed upon by and between the County and Agency.
16. That this Agreement is made, and is intended to be performed, in the Commonwealth of Virginia and shall be construed and enforced by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the state courts of the County of Spotsylvania, and such litigation shall be brought only in such courts. The Agency hereby waives any right it may otherwise have to bring an action under this Agreement in the courts of the State of Tennessee or the United States Courts.
17. Nothing herein shall constitute, or be interpreted as, a waiver of the County's sovereign immunity.



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18. The amounts owed by the County hereunder shall be subject to the appropriation of the Board of Supervisors of Spotsylvania County on a no less than frequent basis of once per fiscal year.
19. The Agency represents that its signatory hereto is duly and lawfully authorized and empowered to enter into this agreement on behalf of the Agency and that the Agency is empowered to enter into this Agreement and be bound pursuant to the terms hereof.
20. Any notices required or permitted under this Agreement or otherwise shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee:

If to the County to:

County Administrator
9104 Courthouse Road
Spotsylvania, VA 22553

With a copy to:

County Attorney
9105 Courthouse Road
P.O. Box 308
Spotsylvania, VA 22553

If to the Agency to:

1250 Puckett Hollow Road
Centerville, TN 37033

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers.

[Signatures on following pages.]



Fishing University | 1250 Puckett Hollow Rd., Centerville, TN 37033 | 256.560.1615

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____ (SEAL)
MARK B. TAYLOR
COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing instrument was acknowledged before me this the ____ day of _____, 201____, by Mark B. Taylor, County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____
My Registration No.: _____

APPROVED AS TO FORM:

County Attorney



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FISHING UNIVERSITY, INC.

By: _____
Title: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this the ____ day of _____,
201____, by _____ (name), _____ (title), of Fishing University, Inc.

Notary Public

My Commission Expires: _____
My Registration No.: _____