



GULF SHORES | ORANGE BEACH SPORTS & EVENTS

CO-HOSTING AGREEMENT

This Co-Hosting Agreement, here-in-after referred to as the “Agreement”, is made and entered into this 10th day of March, 2022 by and between the Alabama Gulf Coast Convention & Visitors Bureau (CVB) d/b/a Gulf Shores & Orange Beach Sports Commission (SC), whose address is P.O. Box 457, Gulf Shores, AL 36547 and the City of Gulf Shores, AL (Co-Host), whose address is P. O. Box 299, Gulf Shores, AL 36547.

WITNESSETH:

WHEREAS, the SC has executed an Amendment to extend an additional year the 2020-2021 contract for hosting, sponsoring and supporting the National Association of Intercollegiate Athletics (NAIA) Men’s & Women’s Outdoor Track & Field National Championships (Event) to be held in Gulf Shores, Alabama on May 25-27, 2022 which is hereby identified as “2022 Extension Amendment - NAIA Men’s & Women’s Outdoor Track & Field National Championship Host Agreement” (Championship Host Agreement) and is hereby attached along with the 2020-21 Agreement and is made part of this Agreement; and

WHEREAS, Co-Host has agreed to participate with the SC in supporting these efforts by providing a contribution of goods and/or services to the Event;

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the SC and Co-Host agree as follows:

1.) Term:

The term of this Agreement will begin on March 10, 2022 and end on May 31, 2022.

2.) Co-Host Commitment:

The Co-Host agrees to supply the venue(s), facilities, equipment and all services necessary for the Event at no charge to the SC or NAIA as detailed in “Schedule A – City of Gulf Shores Schedule of Co-Host Contributions for NAIA National Track & Field Championship”, which is hereby attached to and is made part of this Agreement. The Co-Host agrees to supply any other goods and services in relation to the Event that the Co-Host, at its sole discretion, chooses to provide; the Co-Host will negotiate and communicate directly with the SC and the designated representative(s) of NAIA on any issues associated with the provision of the venue(s) and any other goods and services.

3.) Co-Host Benefits:

The Co-Host will be recognized where appropriate for its contribution of goods and/or services. The Co-Host will receive this recognition for the period beginning on March 10, 2022 and ending on May 31, 2022. The VP of Sales, Sports & Events for the SC will be the contact person for the Co-Host regarding their Co-Host benefits.

4.) Independent Contractor.

It is hereby mutually agreed that the SC and the Co-Host are and will remain independent contractors and are not acting as agents for each other.

5.) Entire Agreement:

The SC and the Co-Host agree that the terms and conditions contained in this Agreement constitute the entire Agreement between the two parties. Any changes or modifications to these terms and conditions must be made in writing and signed by both parties. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule or regulation, such determination will not affect the validity or enforceability of any other provision of this Agreement.

6.) Assignment:

Neither of the parties to this Agreement will assign nor transfer this Agreement or any of the rights or privileges contained herein without the prior written consent of the other party. This Agreement binds the SC and the Co-Host and their respective heirs, representatives, and permitted and approved successors (including those by merger or acquisition) or any permitted assigns.

7.) Compliance With Law:

The CVB/SC will comply with all applicable federal, state and local laws and regulations while this Agreement is in force.

8.) Insurance:

The CVB/SC and the Co-Host will maintain general liability insurance on their respective organizations and workman's compensation insurance for their respective employees during the term of this Agreement and both parties agree to provide proof of said insurance to the other party in a timely manner, upon request.

9). Waiver:

SC's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

10). Section Headings:

The section headings of this Agreement are for convenience only and do not define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

GULF SHORES & ORANGE BEACH SPORTS COMMISSION

By: _____
BETH GENDLER, President/CEO

CITY OF GULF SHORES

By: _____
ROBERT CRAFT, Mayor of City of Gulf Shores