

GROUNDBREAKING AGREEMENT

This Groundbreaking Agreement (the "Agreement") is made this ____ day of _____, 20____, by and between the Lake Nona Regional Chamber of Commerce, Inc., (the "Chamber") and _____, with a principle place of business located at _____ (the "Member") who agree as follows:

1. Groundbreaking Ceremony. The Member requests the Chamber to support and promote the Member's ground breaking ceremony (the "Ceremony") to take place at _____, Orlando, FL 32____, on _____, 20____, commencing at ____:____ a.m./p.m., and concluding at ____:____ a.m./p.m. In the event that this Agreement is countersigned by the Chamber's authorized officer, this Agreement shall become effective and binding on the Chamber, subject to its terms and conditions. Those persons participating with the groundbreaking (shoveling) are: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____

2. Requirements and Guidelines. The following is a list of requirements and guidelines for the Ceremony:

a. Groundbreaking Ceremonies are to be conducted between the hours of 8:00 a.m., and 6:00 p.m., Monday through Thursday. However, special arrangements can be made with the Chamber at least two months in advance for any ceremony outside of these times.

b. The Chamber shall have at least one member of its staff present to support the Ceremony, who will arrive at the location for the Ceremony approximately a ½ hour before the Groundbreaking is scheduled to commence and stay approximately a ½ hour after the Ribbon Cutting is scheduled to conclude. The Chamber's staff will provide a hardhat and shovels for the Ceremony and a camera/cell phone to take photographs for publication.

c. The Chamber will promote the Ceremony in its monthly newsletter, Constant Contact Email blast, and on the Chamber's website and Facebook at least once prior to the Ceremony. A photograph of the Ceremony will also be posted on the Chamber's website and Facebook. The Chamber recommends that the member also promote the event via their own social media efforts as history has shown greater community participation when this occurs.

d. **Upon execution of this Agreement, the Member will provide the Chamber the following attachments:**

- Company Logo(s)
- In-house Marketing Photographs (at least three)

**Please note, the Chamber may use all or a portion of the attachments for its promotional materials for the Ceremony.*

e. The Chamber will email an announcement of the Ceremony to the Chamber's Board of Directors and Government members at least once prior to the Ceremony.

f. The Chamber will have at least one of its Ambassadors present at the Ceremony to assist with welcoming members and visitors.

g. The Chamber recommends that the Member provide beverages for the Ceremony and, if held at lunch time, the Member should provide light food and temporary shade (ie. temporary canopy or tent). The Chamber does not encourage or discourage the furnishing of alcoholic beverages at the Ceremony. **If applicable, please specify the beverages and food you are providing to be posted on groundbreaking flyer:**

h. **Comments or Specific Requests:**

i. The Member shall comply with all applicable governmental rules, regulations and laws applicable for the Ceremony, including, without limitation, the service of alcoholic beverages.

3. **Indemnity and Hold Harmless.** The Member assumes any and all liability for any damages, injury and claims relating the Ceremony, including the service of alcoholic beverages. The Member agrees to indemnify and hold the Chamber and its Staff, Directors, Officers and Ambassadors harmless from and against any and all loss, damages, claims, lawsuits, actions, liability, debts, attorneys' fees, costs, litigation expenses, interest, late charges, demands, suits and judgments arising out of or relating to the Ceremony.

4. **Independent Status.** The Member shall have complete control over the Ceremony and nothing contained in this Agreement shall be construed to create any legal partnership or joint venture with the Chamber.

5. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE CHAMBER BE LIABLE TO THE MEMBER OR ANY OTHERS FOR COMPENSATORY, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES IN CONNECTION WITH THE CEREMONY, INCLUDING, BUT NOT LIMITED TO LOST PROFITS.

6. **Limited License to Use Chamber's Name.** Subject to the terms and conditions contained in this Agreement, the Chamber hereby grants the Member a non-exclusive limited license to use the Chamber's name solely in connection with the promotion of the Ceremony on the date and for the times set forth above in paragraph 1 above.

7. **Acknowledgement.** The Member's signature on this Agreement constitutes the Member's acknowledgement that the Member has read, understood and shall abide by all terms and conditions of this Agreement.

Please return the entire signed agreement with required attachments noted in Paragraph 2d.

to: Administration@lakenonacc.org

The Member

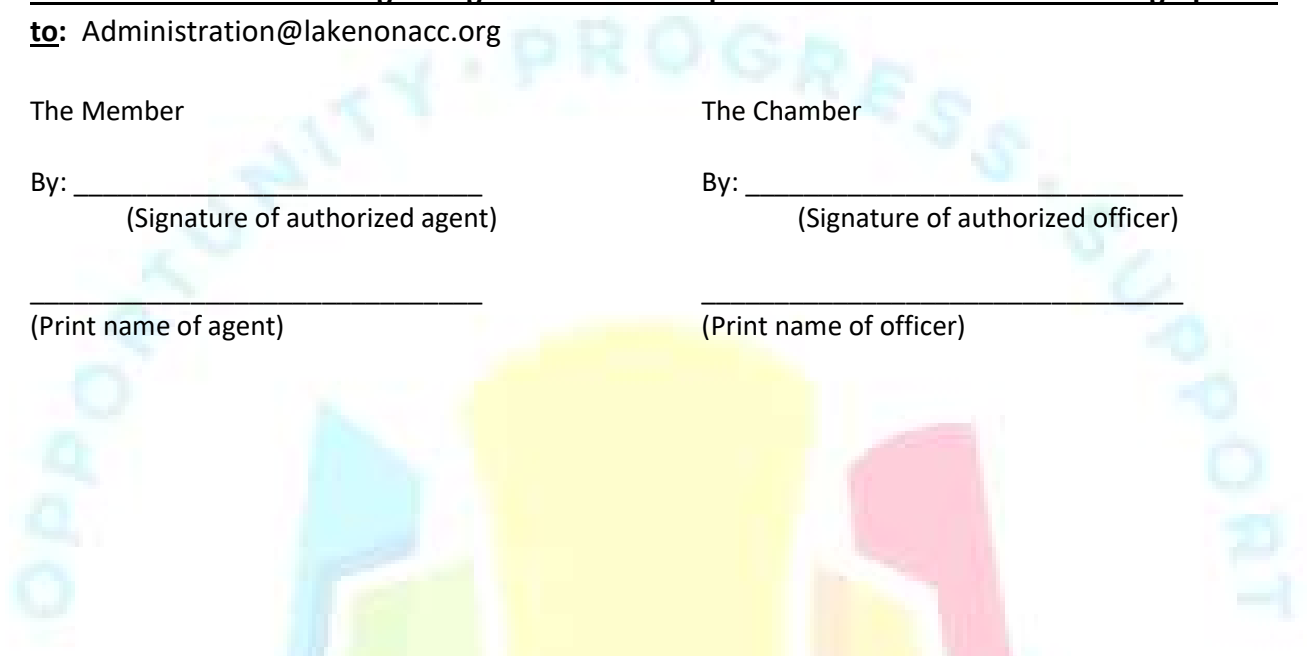
The Chamber

By: _____
(Signature of authorized agent)

By: _____
(Signature of authorized officer)

(Print name of agent)

(Print name of officer)



LAKE NONA
REGIONAL
CHAMBER