

**Agreement between
Florida Tourism Industry Marketing Corporation,
doing business as VISIT FLORIDA®,
and PDR Productions, Inc.**

THIS AGREEMENT, entered into this 9th day July, 2015 by and between the Florida Tourism Industry Marketing Corporation, doing business as VISIT FLORIDA®, (hereinafter referred to as "VISIT FLORIDA"), and PDR Productions, Inc. (hereinafter referred to as "Contractor") furnishing the services of Armando Christian Perez, professionally known as "Pitbull" (hereinafter referred to as "Talent"). VISIT FLORIDA and Contractor may each be referred to individually as a "Party" and collectively as the "Parties"). Notwithstanding some obligations herein for Talent, the Parties expressly agree that the contractual relationship herein is strictly between VISIT FLORIDA and Contractor and Talent is not a Party hereunder.

PURPOSE: VISIT FLORIDA hereby engages the Contractor as a celebrity tourism ambassador/spokesman for the state of Florida.

1. **PARTIES.** The parties and their respective addresses for purposes of this Agreement are as follows:

VISIT FLORIDA

[REDACTED]

PDR Productions, Inc.

[REDACTED]

2. **TERM.** The term of this agreement shall begin on July 1, 2015, and continue through June 30, 2016, unless terminated earlier as provided in Section 16.

3. **NOTICES.** All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested, or overnight express delivery. Telephone, fax or electronic transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notice of change of address is given.

4. **SCOPE OF WORK.** VISIT FLORIDA hereby engages the Contractor to provide Talent as a celebrity tourism ambassador for the state of Florida. VISIT FLORIDA will receive usage rights, celebrity appearances, branding on Contractor's Talent audio, video and digital assets in various advertising, and promotional activities. Contractor agrees to provide the following marketing activities as specifically delineated below:

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[Handwritten initials]

4.1 **Performances:**

4.1.1 New Year's Eve Celebration

A. Contractor's social media team and publicity team will work with VISIT FLORIDA staff to assist in developing and implementing a comprehensive social marketing strategy designed to leverage the VISIT FLORIDA brand with Pitbull's appearance on the annual New Year's Eve celebration to be broadcast live from Miami (on the FOX Network) beginning December 31, 2015 and include a minimum of the following:

- Mutually agreed upon social messaging and promotions (in addition to the "Pit Packages" (detailed below)) to provide at least one post per week on Talent's social media platform at least four – six weeks prior to, during and after the broadcast specifically related to the New Year's Eve event.

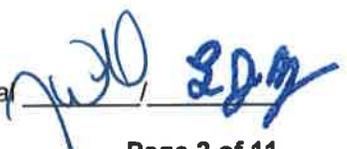
B. Contractor will provide reporting that includes proof of the Social Media posts and promotion described above. Acceptable reporting and proof will be screen shots of actual posts on Facebook/Twitter, photos, etc. provided to VISIT FLORIDA as a Reporting Process.

4.1.2 Music Video Production

A. Contractor will create and produce a music video entitled "Sexy Beaches" featuring Talent. The Sexy Beaches video will feature Florida Beach locales. VISIT FLORIDA shall be granted a license, including the license described in Paragraph 8.c to use the Sexy Beaches video in any of its digital and social marketing channels (including use in "Florida Pit Packages" described below) for a period of one year from the delivery of the final form of the Sexy Beaches music video or through the term of any Renewal periods of this Agreement, whichever time period is longer. If VISIT FLORIDA wishes to use the video in a manner that requires licenses from copyright owners (e.g., RCA Record label and applicable composers/music publishers) for nationally televised purposes, the Contractor will cooperate and assist VISIT FLORIDA in securing applicable licenses from RCA and the applicable music publishers for the sole purposes of marketing Florida tourism, provided that all costs for such licenses shall be paid by VISIT FLORIDA. For purposes of clarity, the usage by VISIT FLORIDA of the Sexy Beaches music video in its digital and social marketing channels will not require the securing of any licenses or the payment of any fees to the Contractor, Talent or copyright owners during the term of this Agreement or any renewals thereof.

B. Contactor will deliver the music video in its final form to be used by VISIT FLORIDA.

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4.1.3 Concert Content

- A. Contractor will use and feature the #LoveFL hashtag at least once on all concert video screens during all scheduled live performances of the Talent throughout the term of this Agreement in a manner consistent with Talent's video presentation and where Talent has video screens and content playing during his performances. Contractor's Management will update and share Pitbull's official performance schedule on a monthly basis to inform VISIT FLORIDA of all scheduled on-sale ticketed public performances (as opposed to private corporate non-public dates).
- B. Contractor will provide proof of the #LoveFL hashtag use on concert video screens with photos.

4.2 Promotions:

4.2.1 Promoting Florida

- A. Contractor's Management, PR and/or Digital staff (as applicable) will participate in quarterly strategy sessions with VISIT FLORIDA staff regarding how best to promote the VISIT FLORIDA brand and tourism to the state of Florida. Any in-person meetings shall be held in South Florida. These sessions will be held to align Talent's concert schedule with VISIT FLORIDA opportunities.
- B. Provided documentation of participation in quarterly strategy sessions by providing notes and action plan from strategy sessions.

4.2.2 Florida Pit Package

- A. Contractor will work with VISIT FLORIDA to create a minimum of six "Florida Pit Package" sweepstakes, contests or promotions that will consist of special travel packages coordinated by VISIT FLORIDA utilizing the Talent name/trademark and likeness. The Sexy Beach video may be used in any digital promotion, subject to the Approval Process. ("Approval Process" of five business day approval turnaround required by Contractor) The Parties shall mutually agree to the frequency and content of the promotions with no additional compensation. VISIT FLORIDA shall be responsible for all elements of the promotions and comply with all applicable laws and regulations related to such sweepstakes. VISIT FLORIDA shall present any and all promotional materials to be publically disseminated to the Contractor's management for approval (following the Contractor's "Approval Process" . In no event shall any "Florida Pit Package" be deemed to imply an endorsement (or reasonably appear to be an endorsement to the public) by Talent of any particular property, hotel, resort or other corporate entity.

4.2.3 Appearance

- A. During the Term, Contractor shall furnish the services of Talent to make a minimum of one (1) live promotional appearances in South Florida or

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elsewhere in the U.S. VISIT FLORIDA will be responsible for reimbursing Talent travel to Contractor pursuant to paragraph 5 below.

4.2.4. "Conquering Florida"

A. The Contractor shall provide Talent for one "intro and outro" (e.g., 10-15 seconds each) for VISITS FLORIDA's "Conquering Florida" video series during the term of this Agreement; (e.g., Pitbull "generically" encouraging people to visit popular Florida spots - with pre-produced vignettes in the middle of the intro and outro). The intros and outros will be "ever-green", so they can be re-purposed for multiple videos. VISIT FLORIDA will provide Contractor with Talent script for approval pursuant to the Approval Process. VISIT FLORIDA will be granted by Contractor and Talent the license described in Paragraph 8.c for a period of one year from delivery of the final form of the videos produced or through any optioned Renewal Terms, whichever time period is longer, to use the "intro and outro" for the "Conquering Florida" video series. In no event shall any "intro and outro" uses be deemed to imply an endorsement (or reasonably appear to be an endorsement to the public) by Talent of any particular property, club, restaurant, resort or other corporate entity.

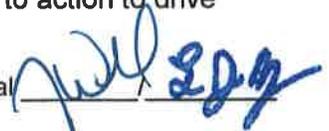
- A shooting location and date will be mutually agreed upon by both parties;
- The videos will be produced by Talent's video production team. All production and associated costs shall be the responsibility of VISIT FLORIDA. Contractor will provide VISIT FLORIDA an estimate of costs for approval in advance;
- VISIT FLORIDA acknowledges, understands and agrees that any use of Talent's music or music videos in "Conquering Florida" is subject to VISIT FLORIDA securing applicable licenses at VISIT FLORIDA'S sole cost and expense.

4.3 Social Media and Email:

4.3.1 Social Media

A. The Contractor will provide Talent's digital services team to make in the aggregate a minimum of two (2) social network posts each month on each of Talent's various social channels. (e.g., 2 Tweets, 2 Facebook posts, etc.) in support of the VISIT FLORIDA mission to promote tourism; and including the social media hashtag "#LoveFL". The manner and method of these posts shall be in accordance with Contractor's organic approach to assure the authenticity of the posts and to avoid over-saturation (e.g., December may include myriad posts and January far less) and with due consideration of Contractor's activities and demographics and to avoid any alienation of Talent's fans given the general non-commercial nature of Talent's social media sites. Where appropriate the posts shall include the presence of Florida photos in a manner consistent with Contractor's past activities. The Contractor will include a creative written call to action to drive

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traffic to VISIT FLORIDA's Facebook page (e.g., "Like VISIT FLORIDA's Facebook page) when posting on Pitbull's Facebook page.

- B. Contractor will provide reporting that includes proof of all social media network posts as indicated above.

4.3.2 Email Contacts

- A. The Contractor will work with VISIT FLORIDA staff to drive social media and email traffic to allow an aggregation of at least 500,000 email contacts for potential solicitation by VISIT FLORIDA for tourism activities/information. The Parties will work in good faith to create terms, conditions and procedures to assure that collection of all data is in accordance with all applicable laws and regulations, including without limitation the Children's Online Privacy Protection Act (COPPA). All aggregated emails and user data acquired by VISIT FLORIDA in connection with Contractor will be shared with Contractor.

4.4 Public Relations:

4.4.1 "Instameet"

The Contractor's Talent will participate in an "Instameet" choreographed by VISIT FLORIDA public relations representatives at a date and time mutually agreed upon by all parties.

4.5 International:

4.5.1 International Strategy

- A. Working with VISIT FLORIDA staff, the Contractor shall assist in developing and implementing an international B-2-B strategy (a.k.a., International Meet and Greets) designed to leverage the VISIT FLORIDA brand with Pitbull's concert appearances in various foreign markets during the Term of this Agreement

- Appearances will be coordinated around the Talent's finalized touring schedule which will be provided periodically during the term of this Agreement;
- The Contractor will assist with the implementation of no less than one (1) International 15 minute Meet and Greets with key travel industry executives (20 persons max) featuring the Talent during the term of this Agreement;
- The Contractor will discuss international events during VISIT FLORIDA meetings as referenced above in Section 4.2.1; and
- All costs associated with international travel shall be the responsibility of the Contractor and shall be subject to Talent's actual travel schedule.

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4.6 **Contractor's Best Efforts:**

Contractor will make best efforts to provide additional opportunities:

- To feature Florida locales in other music videos produced by the Contractor of featuring Talent during the term of this agreement; in a manner consistent with Contractor's artistic considerations. The locales shall be driven by artistic and aesthetic considerations in line with the subject and story line of the music videos in question;
- Contractor will reasonably permit VISIT FLORIDA to use Talent's music (written and video/recordings) during the Term in connection with promoting Florida tourism. VISIT FLORIDA acknowledges that it will need to secure and pay for appropriate label and publishing licenses for any non-internal private uses of Florida in securing music licensing rights to Talent's music at the most favorable rates possible.

5. **COMPENSATION AND PAYMENT.** The total compensation (compensation shall not include preapproved travel and production expenses outlined in Section 4.2.4) for this Agreement shall not exceed \$1,000,000 for the services set forth in this Agreement and shall be made according to the payment schedule below upon Contractor invoice and provision of documentation or prof of performance set forth in Section 4.

VISIT FLORIDA will provide an initial deposit of \$250,000 upon receipt of invoice from Contractor on July 1, 2015. Should the Activity described below required for any specific Payment fail to be completed and/or required proof of performance fail to be provided, the specific Payment Amount will not be due and the Deposit Allocation attributable to the specific Activity will be returned to VISIT FLORIDA.

All payments will be made according the payment schedule below, Contractor shall invoice and provide documentation:

July 31, 2015	Upon execution of agreement for initial talent fee and use of name and likeness	\$250,000
Upon Delivery	Upon delivery of <i>Sexy Beaches</i> music video	\$250,000
Upon Delivery	Upon delivery of Conquering Florida video intro's and outro's	\$100,000
Upon Delivery	Upon development of template and execution of 1 st "Pit Package" promotion	\$100,000
December 31, 2015	Scheduled talent fee for use of name and likeness, agreed upon social media and email postings, any assigned personal appearances and promotion of #LoveFL during scheduled live performances.	\$100,000

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Contractor's and Talent's name (Pitbull), his approved image, approved likeness, voice, signature, persona, approved endorsement, and approved biographical material in the materials as provided in this Agreement in connection with the promotion and publicity related to Contractor's services hereunder on behalf of VISIT FLORIDA, including, but not limited to, in connection with any personal appearances by Pitbull, and the publicity relating to Pitbull's participation as defined in this Agreement. Usage may include but is not limited to VISIT FLORIDA's use of Pitbull's name, image, likeness, voice, signature, persona, endorsement, and biographical material in conjunction with VISIT FLORIDA's approved "Sexy Beach" Video, on-line Pitbull-related promotions, sweepstakes, broadcast of VISIT FLORIDA's sponsored and/or advertised Pitbull-related events and publicity and may be used on VISIT FLORIDA's social networking site and pages. This grant shall be limited strictly to the things personal to Pitbull. It shall not and is not intended to infringe upon any other written agreement Pitbull has in respect to endorsements and/or personal appearances. Both parties understand certain images of Pitbull may contain other copyrighted material and if those are desired to be used by VISIT FLORIDA, those materials may have to be purchased from a third party vendor and it will be the responsibility of the Contractor to notify VISIT FLORIDA, if this situation exists for materials supplied by Contractor, but not materials VISIT FLORIDA downloads from the Internet or third parties. Contractor and Pitbull acknowledge and grant the limited license described in this Section

9. **CONTINGENT LIABILITY.** VISIT FLORIDA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement is terminated and VISIT FLORIDA has no further liability to the Contractor beyond that already incurred by the termination date.

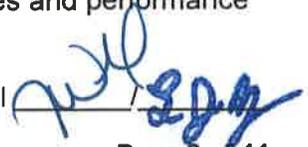
10. **INDEPENDENT CONTRACTOR.** The Contractor shall act as an independent contractor and not as an employee of VISIT FLORIDA in the performance of the tasks and duties which are the subject of this Agreement. No statement in this Agreement shall be construed to make Contractor, its employees, contractors, servants or agents of the employees of VISIT FLORIDA, and they shall not be entitled to any of the rights, privileges or benefits of employees of VISIT FLORIDA.

VISIT FLORIDA shall not pay or withhold, and Contractor will hold VISIT FLORIDA harmless from, costs for employee benefits, employee taxes, insurance, and other costs typically arising from an employer-employee relationship. Contractor shall pay its own expenses, including salaries and commissions to Contractor's employees and all taxes incurred in doing business.

11. **INDEMNIFICATION AND INSURANCE.** The Contractor shall be liable, and agree to be liable for, and shall indemnify, defend and hold VISIT FLORIDA and its agents, officers, directors, employees and members harmless from all claims, suits, judgments or damages, including interest and attorney fees arising from the Contractor's activities and performance of the tasks and duties which are the subject of this Agreement. Contractor will maintain, during the period of this Agreement, liability insurance of at least one million dollars in policy amounts covering claims or suits arising out of Contractor's services and will furnish to VISIT FLORIDA evidence of this insurance.

VISIT FLORIDA agrees it shall be liable and shall indemnify contractor and its agents, officers, directors, employees and members harmless from all claims, suits, judgments or damages, including interest and attorney's fees arising from VISIT FLORIDA's activities and performance

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of the tasks and duties which are those of VISIT FLORIDA which are subject to this Agreement. VISIT FLORIDA will maintain, during the period of this Agreement, liability insurance of at least one million dollars in policy amounts covering claims or suits arising out of VISIT FLORIDA's services and will furnish to Contractor evidence of this insurance.

12. **EXCLUSIVE AGREEMENT.** This Agreement is an exclusive and personal agreement for professional service and products and may not be assigned by the Contractor without prior written approval of VISIT FLORIDA. Contractor will not produce, launch, market or endorse any other State using Contractor's name or likeness with respect to tourism initiatives that are similar in nature to VISIT FLORIDA during the Term of this Agreement.

13. **EXCLUSIVE PROPERTY.** For the term of this Agreement, anything, by whatsoever designation it may be known, that is produced or developed in connection with this Agreement shall be the exclusive property of VISIT FLORIDA and participating Partners and may be copyrighted, patented or otherwise restricted by VISIT FLORIDA as provided by Florida Statutes or this agreement. Neither the Contractor nor any approved subcontractor shall have any proprietary interest in the products and materials developed under this Agreement.

14. **CONFIDENTIAL INFORMATION.** The parties hereto recognize that each shall come into possession of information that compromises valuable trade secrets and other confidential information which is exclusively owned by or otherwise in the possession of the conveying party ("Confidential Information"). Both parties expressly recognize that Confidential Information is being disclosed to them under conditions of confidentiality, and agree that they shall not disclose Confidential Information to any third party or use, directly or indirectly, any Confidential Information during the term of this Agreement unless if required by law or a court of competent jurisdiction, and for a period of two (2) years following the termination or expiration of this Agreement. The parties may, however, disclose Confidential Information to their employees or independent contractors who need to know such Confidential Information in order to perform the services contemplated by this Agreement.

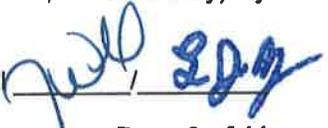
Any announcement of the business relationship, interviews or press initiatives with the Contractor's Talent will be coordinated as to content and timing with Contractor's talent manager and publicist and no party may unilaterally release any publicity without the other's consent. In no event shall either party release the financial terms of this Agreement.

15. **TERMINATION.** The Agreement may be terminated by VISIT FLORIDA or Contractor for breach upon failure of either Party to perform any requirement or provision of this Agreement upon no less than 24 hours' notice delivered in the manner set forth in Section 3 herein. The breaching party has 30 days to cure such breach. This Agreement may not be terminated by Contractor, except in cases of VISIT FLORIDA'S material breach and failure to cure, once full fees have been paid under provisions set forth in Section 5.

On termination by either party and the payment of all amounts due at termination, Contractor shall return to VISIT FLORIDA all documents and materials belonging to or produced for VISIT FLORIDA by Contractor or by any third party including all copies of confidential documents and any deposit amount that remains unearned.

16. **RENEWAL:** VISIT FLORIDA and Contractor have the mutual option to renew for two (2) additional one-year periods for the same contract amount (i.e., \$1,000,000 annually) by

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notifying the Contractor in writing by April 30st of each year. Written notice of renewal must be provided pursuant to Section 3 otherwise this Agreement will terminate on June 30th of each contract year unless terminated as indicated in Section 15.

17. **BANKRUPTCY OR CHANGE OF OWNERSHIP.** Contractor shall notify VISIT FLORIDA if Contractor files for bankruptcy or changes ownership, within five (5) business days of such filing or change in ownership. VISIT FLORIDA shall have the right to terminate this Agreement immediately upon receipt of such notification.

18. **NON-DISCRIMINATION.** Contractor agrees to comply with all provisions of United States and Florida law and policy regarding equal employment opportunities. Contractor also agrees to provide a harassment-free workplace and give priority management attention and action to any allegation of harassment.

19. **PUBLIC ENTITY CRIMES.** Contractor affirms that it is aware of the provisions of Section 287.133(1) (a), Florida Statutes, and that at no time has the Contractor been convicted of a Public Entity Crime. The Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Contractor shall insert a provision in accordance with this paragraph in any subcontract for services under this Agreement.

20. **RECORD MAINTENANCE.** Contractor agrees to maintain journals, ledgers, books and other records in good order and in sufficient detail to allow audit and post-audit activities required by law with respect to VISIT FLORIDA activities, and to maintain them for three years after expiration of this Contract.

21. **CERTIFICATION OF ELIGIBILITY.** Contractor certifies that it is not on the State of Florida convicted vendor list.

22. **WAIVER.** The failure of either party to this Agreement to object to or to take affirmative action with any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any further violation, breach or wrongful conduct.

23. **MODIFICATION.** This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized signer of the Contractor and an authorized signer of VISIT FLORIDA.

24. **LEGAL REQUIREMENTS.** With respect to its interpretation, construction, effect, performance, enforcement and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida.

25. **MORALS.** Contractor represents and warrants that during the Term, Talent neither has nor shall commit any felonious act, any act involving moral turpitude, any act involving the illegal use of drugs or alcohol or firearms or any criminal offense involving a minor, nor shall Talent become involved in any situation or occurrence otherwise tending to bring

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Talent, or VISIT FLORIDA into public disrepute, contempt, scandal, or ridicule (a "Morals Violation"). Should Talent commit such an act or be involved in such an occurrence, VISIT FLORIDA will have no further obligation to Contractor or Talent and Agreement may be terminated by VISIT FLORIDA immediately, notwithstanding the provisions of Section 15. Notwithstanding the foregoing, an act engaged in by Talent shall not be deemed a Morals Violation, if such act is no different than acts engaged in by Talent prior to the date of this Agreement which are known to the general public and Talent's lyrics shall not constitute a violation of this Section.

26. **E-VERIFY.** Pursuant to State of Florida Executive Order No. 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor for work under this Agreement in the state of Florida during the Agreement term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the term of this Agreement.

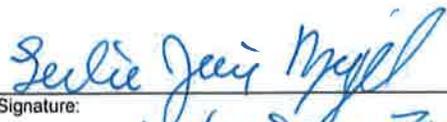
27. **EXECUTION OF AGREEMENT.** The parties agree that the execution of this Agreement may be by electronic signature and maintained and transacted by electronic record.

IN WITNESS HEREOF, the parties have caused their hands and seals to be set to this Agreement by their respective officials hereto.

Florida Tourism Industry Marketing Corporation, d/b/a VISIT FLORIDA®

Signature: 
Printed Name: J. William Secor
Title: President + CEO
Date: 8/3/15

PDR Productions, Inc.

Signature: 
Printed Name: Leslie Rose Zigel
Title: Attorney
Date: July 21, 2015

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