

DONATION, FUNDRAISING AND NAMING AGREEMENT

This Donation, Fundraising and Naming Agreement (“Agreement”), effective as of _____, 2017 (“Effective Date”), is made and entered into by and between Anthony Rizzo, whose address is c/o Marc R. Pollack, 2802 Flintrock Trace, Suite 218, Austin, TX 78738 (“Donor”) and The School Board of Broward County, Florida (“SBBC”). Based upon the recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereby agree as follows:

RECITALS

WHEREAS, Donor wishes to make a charitable gift to Marjory Stoneman Douglas High School (MSD), as well as, assist in fundraising efforts, the combined proceeds of which will be used to purchase and install stadium lights at MSD’s varsity baseball field (“Field Lights”); and

WHEREAS, the SBBC desire to accept such gift and fundraising assistance subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Gift.** Donor hereby pledges 50% of the cost of the Field Lights, up to a total of \$150,000.00 (“Gift”) to SBBC to be used towards the purchase and installation of the Field Lights at MSD. It is anticipated that the cost of the Field Lights will be approximately \$300,000.00. The exact amount of the gift will be determined when the final contract is agreed upon with the contractor providing and installing the Field Lights.
3. **Fundraising Assistance.** Donor will also provide assistance to MSD by participating in a fundraising event to be held at the Coral Springs City Center on January 25, 2018. MSD will be responsible for organizing, planning, selling tickets and covering the cost of the event. Donor will attend the event and interact with the guests as well as participate in a 1 hour private meet and greet, a thirty (30) minute Q & A session and help generate crowd participation in a live auction. The purpose of this event will be to raise additional funds towards the purchase and installation of the Field Lights.
4. **Payment of the Gift.** Upon MSD raising the difference between the actual cost of the Field Lights and the amount of the Donor’s gift, the Donor will transfer the Gift to Broward Education Foundation, Inc., so long as MSD has all of the approvals in place to immediately move forward with the project.
5. **Acknowledgment.** SBBC acknowledges the Gift by naming the MSD varsity baseball field “Anthony Rizzo Field at Stoneman Douglas High School” (“ARF”) and will place appropriate signage at ARF, which signage will be designed in collaboration between the Donor and MSD. This naming will last for the life of the facility.
6. **Modification of Naming.** If at any time ARF is closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, modified, relocated or replaced, then the naming will cease. In such event, however, the Donor will have the right, for no additional payment, to have another available and equivalent facility at MSD named after the Donor.
7. **Indemnification.** SBBC shall defend, indemnify and hold Donor harmless from any and all liabilities, expense, damages, claims, suits, actions, or judgments (including reasonable attorney’s fees) relating to any action brought against Donor by virtue of the fact that the varsity baseball field bears the name ARF. This provision shall survive the termination or expiration of this Agreement.
8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way

affect the interpretation of this Agreement.

9. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida and any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Broward County, Florida, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
10. **SBBC Policies.** This Agreement shall be in compliance with SBBC Policy 1401. The SBBC and the Superintendent shall retain the right to rename a facility, if the person the facility was previously named after, did not follow the District's character traits.
11. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
12. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to the Agreement.
13. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.
14. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
15. **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools of his/her designee to take any actions necessary to implement and administer this Agreement.
16. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

FOR DONOR:

Anthony Rizzo, by John Rizzo,
as Power of Attorney

Sarah De
Witness

John Rizzo
Signature

Draise Reed
Witness

John Rizzo
Printed Name

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by John Rizzo
Insert Name Here
who is personally known to me or who produced _____ as
Type of Identification
identification and who did/did not first take an oath this 30th day of OCTOBER,
20 17.

My Commission Expires: 9/25/20

Teresa Basilone
Signature – Notary Public

(SEAL)



Teresa Basilone
Notary's Printed Name

GG033371
Notary's Commission No.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: Anthony Rizzo - Donation, Fundraising,
and Naming Agreement
Date: 2017.10.26 16:07:48 -04'00'

Office of the General Counsel