

## 2023 Important Notes from the Committee

FOO FOO FEST

2023 IMPORTANT NOTES

**FINAL**

### **Insurance**

**(a) Insurance Requirements.** Participating Organization, at its expense, will procure and maintain in effect, without interruption during the Term, policies of insurance providing, at a minimum, the coverages and limits specified and complying with the other requirements stated below:

**(i) Commercial General Liability insurance** (or equivalent) on an occurrence (not claims made) basis, in an amount not less than \$1 million for any one occurrence, including broad form contractual liability coverage, products liability coverage, broad form property damage coverage, and severability of interest for each insured. This insurance must not exclude liability coverage for bodily injury or property damage arising from errors and omissions in the rendering of (or failure to render) professional services.

**(ii) Business Auto Liability insurance** covering any owned, non-owned, and hired vehicles in an amount not less than \$1 million combined single limit for bodily injury and property damage for any one occurrence. If the Participating Organization does not have any owned autos Hired & Non-Owned Auto coverage can be provided through an endorsement to the General Liability policy.

**(b) Subrogation.** Participating Organization hereby waives and relinquishes, and if required by the above policies, must require its insurer(s) to issue an endorsement thereto to waive and relinquish, any right of subrogation against ACE they might possess for any policy of insurance required under the Agreement.

**(c) Additional Insured.** Participating Organization agrees to cause its insurer(s) to issue endorsements to name ACE as an additional insured to the Commercial General Liability insurance policy described above with respect to liability arising out of Participating Organization's Event.

**(d) Certificates.** Participating Organization certifies it has submitted to ACE, certificates of insurance evidencing the coverage prescribed by the Agreement and certifying the amount and nature of such coverage, the expiration date(s) of each applicable policy, and that such policies have been endorsed as required by the Agreement. Participating Organization will furnish to ACE additional information concerning its insurance coverage as ACE may reasonably request. In no event, however, will ACE's collection and retention of such certificates (or decision not to collect and review such certificates) create any responsibility on the part of ACE to verify the

appropriateness and validity of Participating Organization's insurance, to notify Participating Organization with regard to any matter related to its insurance, or to ensure that the insurance requirements above have been satisfied; nor does such collection and retention create a waiver by ACE of any of its rights in connection with such insurance. All such certificates of insurance will be submitted to ACE at the following address:

*Art, Culture, and Entertainment, Inc.  
6120 Enterprise Drive  
Pensacola, Florida 32505*

**(e) Deductibles.** To the extent that Participating Organization uses deductibles in conjunction with the insurance required by the Agreement (including self-insurance), all deductible expenses will be assumed and paid by Participating Organization and will be considered as Participating Organization expenses and not part of reimbursable expenses associated with the Agreement, or any indemnification obligation.

**(f) No Waiver.** The obligations for Participating Organization to procure and maintain insurance will not be construed to waive or restrict other obligations of Participating Organization or to limit the liability of Participating Organization whether or not same is covered by insurance.

**(g) General Requirements.** At any time during the Term, ACE may require Participating Organization to obtain and maintain additional insurance with coverage or limits in addition to those above described. Insurance is to be placed with insurers with a Best's rating of no less than A- VII or equivalent. Participating Organization's insurance and the insurance of any Representatives must be primary insurance with respect to the Event for ACE. Any insurance or self-insurance maintained by ACE is in excess of Participating Organization's insurance and will not contribute with it.

**(h) Participating Organization's Property.** Participating Organization will be solely responsible for and will bear the risk of loss of or damage to any property of Participating Organization and any property for which it is responsible, wherever located, and any insurance provided for such property will be solely at Participating Organization's expense.

### **No Double Dipping**

- If your organization receives grant funding from ACE for your program during Foo Foo Festival, you are not eligible for funding from Visit Pensacola or Pensacola Sports for the same program.
- If your organization receives either a General Operating grant or Mini Grant from ACE, it does not preclude you from being eligible for Foo Foo Festival grant funding.

### **Check Deposit Timing**

- Deposit your check immediately. If your organization receives a grant for your Foo Foo Festival program, do not delay depositing it into the bank, regardless of whether you need the funds immediately. Funding for Foo Foo Fest comes from Escambia County and the City of Pensacola. The County's appropriated funding is allocated to ACE in intervals. Each allocated amount must be fully expended before we are able to get the next allocated amount. In order to prove we expended all funds from the previous allocation, we must provide copies of the cleared checks.
- Any delay in depositing your organization's check causes a delay in ACE getting its next allocation. That will delay other organizations from getting their grant funds and prevent ACE from having the funds available to timely execute our marketing plan

### **Post-Festival Requirements**

- Participating organizations will be required to submit all completed transactions involving expenditures of Grant Funds. This should include copies of cleared checks, bank statements, and any other evidence of expenditures. This is required with the Final Report to demonstrate that the Participating Organization actually incurred those expenses and made those expenditures.

### **Sponsorship Mentions**

- The Participating Organization must put forth a best effort to display and announce Foo Foo Festival as the funding organization. Foo Foo Festival is only successful with great events and successful marketing.
  - To help grow Foo Foo Festival, participating organizations that receive funding are required to include the Foo Foo Festival logo and mentions as a *lead, primary, or presenting sponsor/partner* in all marketing and event graphics.
  - Likewise, during the events, Foo Foo Festival should be mentioned as a *lead, primary, or presenting sponsor/partner* for the event.