

SAVANNAH AIRPORT COMMISSION

**2020-2023 RBC Heritage Presented by Boeing
Sponsorship Agreement**



SAVANNAH AIRPORT COMMISSION

RBC Heritage Presented by Boeing

April 13-19, 2020

2021-2023 Tournament Dates TBD

THIS AGREEMENT made this _____ day of _____ 2019, by and among HERITAGE CLASSIC FOUNDATION (hereinafter referred to as “Heritage”), a South Carolina not-for-profit corporation and SAVANNAH AIRPORT COMMISSION.

W I T N E S E T H

WHEREAS, Heritage contracts annually with the PGA TOUR, Inc. (hereinafter sometimes referred to as “PGA TOUR”) to conduct a PGA TOUR sanctioned golf tournament known as The Heritage (the “Tournament”) on the Harbour Town Golf Links (the “Golf Course”) in Sea Pines Resort, Hilton Head Island, South Carolina, such contracts to be hereinafter referred to as the “PGA TOUR Agreement”;

WHEREAS, SAVANNAH AIRPORT COMMISSION desires to become a Partner of the Tournament under the terms and conditions set forth herein.

NOW, THEREFORE for valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The above WHEREAS clauses are hereby incorporated into the body of this agreement.

2. **DURATION**

The Agreement shall be for a term of four (4) years beginning January 1, 2020 and concluding December 31st, 2023.

3. **SAVANNAH AIRPORT COMMISSION SPONSORSHIP**

Heritage accepts and designates SAVANNAH AIRPORT COMMISSION as a Hospitality Sponsor of the Tournament for the term of this agreement.

4. **TOURNAMENT NAME AND LOGO**

The Tournament shall be known as the “RBC Heritage Presented by Boeing.” As a condition of its association with the Tournament, SAVANNAH AIRPORT COMMISSION is hereby required to refer to the Tournament solely as the “RBC Heritage Presented by Boeing” and to only use the OFFICIAL logo as supplied by the Tournament in any promotional or advertising materials wherein the Tournament is mentioned. **Promotional materials must be approved by the Heritage Classic Foundation before they are put into use, that include OFFICIAL Tournament mention. Such materials must be sent to the Heritage for approval at least 48 hours prior to scheduled production.**

Heritage reserves the right to change the name of the Tournament and the official logo. If a change is made, SAVANNAH AIRPORT COMMISSION agrees to refer to the Tournament by the new name and to use the new name from the date of being notified by Heritage of a change in name or official logo.

5. SAVANNAH AIRPORT COMMISSION **PRIVILEGES**

Heritage will provide or cause to be provided to SAVANNAH AIRPORT COMMISSION the following, upon request and without cost, for the use by SAVANNAH AIRPORT COMMISSION personnel and their guests:

- a) SAVANNAH AIRPORT COMMISSION shall receive one (1) Corporate Skybox Suite for the tournament days of Thursday, April 16 through Sunday, April 19, 2020, located in the vicinity of the 16th green of the Harbour Town Golf Links;
 - SAVANNAH AIRPORT COMMISSION shall have 60 days following each year of the agreement to consider alternative hospitality options of equal value for the following year, subject to availability;
- b) SAVANNAH AIRPORT COMMISSION shall receive twenty (20) Sponsor Badges and all privileges associated with this badge
- c) SAVANNAH AIRPORT COMMISSION shall receive two hundred-eighty (280) Day Specific Grounds Tickets (Thurs: 55; Fri: 90; Sat: 85; Sun: 50) and all privileges associated with this ticket;
- d) SAVANNAH AIRPORT COMMISSION shall receive three (3) Sponsor Lot parking passes and ten (10) VIP Lot parking passes, allowing access to this preferred area;
- e) SAVANNAH AIRPORT COMMISSION shall receive one (1) Text Sign for display on the back of Corporate Skybox Suite for use as a sponsor locator. Sign will be supplied, displayed, and be the property of the Tournament. **The PGA TOUR does not allow any corporate hospitality sponsor banners to be positioned on the course side or back side of any skyboxes on the course;**

***Please identify the text [company name] you would like on your identification sign and venue specific tickets:**

SAVANNAH/HILTON HEAD INTERNATIONAL AIRPORT

- f) SAVANNAH AIRPORT COMMISSION shall receive Daily Pairings Guides delivered daily to the Skybox Suite starting Thursday of Tournament Week;
- g) SAVANNAH AIRPORT COMMISSION shall receive one (1) fullpage color advertisement and one (1) full color logo in the Daily Pairings Guides;
- h) SAVANNAH AIRPORT COMMISSION shall receive Listing and Link on the Sponsor page of the Tournament's Official web site www.rbchertiage.com and the Tournament Specific Website at www.pgatour.com;
- i) SAVANNAH AIRPORT COMMISSION shall receive logo placement on the year-round Sponsor Board located at the Harbour Town Golf Links Clubhouse;
SAVANNAH AIRPORT COMMISSION corporate logo should be sent to Heritage upon signing of this agreement. Both a color copy and black and white copy in EPS format. Should your logo change, it is the responsibility of SAVANNAH AIRPORT COMMISSION to notify Heritage of the changes;

- j) SAVANNAH AIRPORT COMMISSION shall receive a listing on the Sponsor Page of the Official Media Guide;
- k) SAVANNAH AIRPORT COMMISSION shall receive an invitation for two to Sponsor Day to include breakfast, program and golf tournament at Harbour Town Golf Links and reception (Date TBD);
- l) SAVANNAH AIRPORT COMMISSION shall receive a twenty (20%) discount off the advance price of additional weekly Clubhouse and Grounds badges until March 31st of each year of the agreement. **Discount on Day Specific and Any Day tickets does not apply.**

5. **SAVANNAH AIRPORT COMMISSION FEE**

The Sponsorship Fee during the Term of this agreement shall, with respect to each calendar year, be the amount set forth below. The invoice structure will be set to a minimum of 25% of the fee due Nov 15, of the preceding year of the tournament and the balance due by January 15th of the tournament year. Further, this contract may be terminated and all the rights and privileges under this Agreement shall be forfeited if payment of the Sponsorship Fee is not paid within ten (10) days of being given written notice by Heritage that the Sponsor fee has not been paid. In addition to the forfeiture of all privileges, a default under this Agreement which is not timely cured shall also result in the forfeiture of all money paid to date as liquidated damages. Time shall be of the essence regarding the provisions of this section.

| Year | Sponsorship Fee |
|------|-----------------|
| 2020 | \$31,500 |
| 2021 | \$31,500 |
| 2022 | \$33,000 |
| 2023 | \$33,000 |

6. **INDEMNIFICATION**

Heritage agrees to hold harmless SAVANNAH AIRPORT COMMISSION, its subsidiaries, successors and assigns from and against all claims, damages, issues and expenses including reasonable attorneys' fees, arising out of or resulting from the Tournament or any of its related activities, provided that any such claims, damages, loss or expense (1) is attributed to bodily injury or property damage, and (2) is caused in whole or in part by any negligent act or omission of Heritage and not proximately caused by SAVANNAH AIRPORT COMMISSION.

SAVANNAH AIRPORT COMMISSION agrees to hold harmless Heritage, from and against all claims, damages, issues and expenses, including reasonable attorney's fees, arising out of or resulting from SAVANNAH AIRPORT COMMISSION use of the Tournament facilities and the skybox/tent or its related activities, provided that any such claims, damages, loss or expense (1) is attributable to bodily injury or property damage, or claims by suppliers, guests or third parties of SAVANNAH AIRPORT COMMISSION; and (2) is caused in whole or in part by any negligent act or omission of SAVANNAH AIRPORT COMMISSION and not proximately caused by Heritage. Sponsor must show proof of insurance with a Certificate of Insurance supplied to the Tournament prior to March 31st of the agreement year with a minimum of \$1,000,000 in Liability coverage per occurrence. The Tournament in turn will insure Sponsor under the Tournament's umbrella policy.

7. **WARRANTIES AND REPRESENTATIONS**

- (a) For the term of this Agreement, Heritage warrants and represents to SAVANNAH AIRPORT COMMISSION:
- (i) Heritage has the authority to enter into this Agreement and has obtained all permissions and consents necessary to fulfill Heritage's obligations under this Agreement;
 - (ii) The Tournament will be sanctioned as a scheduled event on the PGA TOUR and televised live by The Golf Channel and CBS;
 - (iii) Heritage has in force a valid cosponsor Agreement with the PGA TOUR for the Tournament;
 - (iv) The Tournament will be held principally to raise proceeds for charity and a substantial majority of Tournament personnel will be volunteers.

8. **CANCELLATION OF THE TOURNAMENT**

In the event the Tournament or portions of the Tournament are cancelled due to inclement weather or other event (such as acts of God, earthquakes, tornadoes, hurricanes, malicious mischief, flood, insurrections, riots, labor disturbances, public enemy/terrorist activity, war, epidemics, explosives, court orders or injunctions beyond the reasonable control of Heritage) during the Tournament or within thirty (30) days prior to the Tournament, Heritage shall have no obligation to refund any portion of the fee paid by SAVANNAH AIRPORT COMMISSION to date. If the cancellation of the event occurs prior to the expenditure of significant money by Heritage to provide benefits given to SAVANNAH AIRPORT COMMISSION hereunder, Heritage will refund the amounts paid by SAVANNAH AIRPORT COMMISSION to Heritage less any reasonable amount to make Heritage whole.

Should SAVANNAH AIRPORT COMMISSION cancel the Agreement at any time the following cancellation sliding scale will apply:

- Signing of Agreement to 120 Days of Tournament: 25% of Fee Signing of Agreement to 90 Days of Tournament: 50% of Fee
- Signing of Agreement to 60 Days of Tournament: 75% of Fee Signing of Agreement to 30-0 Days of the Tournament: 100% of Fee

Cancellation sliding scale will also apply to multiple year Agreements. Refund of Cancellation Fee will be at the discretion of the Tournament based on the resale of space. Cancellation fee can be applied as a deposit for a future tournament not to exceed more than two years from the original Agreement cancellation. Sponsor is not contractually obligated should the tournament be cancelled by PGA Tour due to lack of a Title Sponsor within the "Duration" time period outlined in Section 2.

9. **MISCELLANEOUS**

- (a) No person not a party to this Agreement shall have any equitable or other rights by virtue of this Agreement.
- (b) If any term or provision of this Agreement should be determined to be invalid or unenforceable, such term or provision shall, if possible, be changed to the most minor extent necessary to make

it valid and enforceable and to carry out the intent of the parties. In such event, all remaining terms and provisions of this Agreement shall remain in full force and effect with such change or without the effected term or provision, as the case may be.

- (c) This Agreement constitutes the entire agreement of the parties and supersedes all prior written and all contemporaneous oral agreements, understandings, and negotiations between the parties.
- (d) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same documents.
- (e) This Agreement and any rights herein granted are personal to the parties hereto, and shall not be assigned, sublicensed, encumbered, or otherwise transferred by any party without the prior written consent of the parties. Any attempt at volatile assignment, sublicense, encumbrance, or other transfer, whether voluntary or by operation of law, shall be void and of no force and effect.
- (f) Failure of any party to complain of any act or omission on the part of any other party, no matter how long the same may continue, shall not be deemed to be a waiver by any party of its rights under this Agreement.
- (g) This Agreement shall be binding on the parties hereto, their successors, assigns and legal representatives.
- (h) Notice by any party is deemed given when personally delivered or mailed, postage prepaid, addressed to the other parties at the address appearing below.
- (i) In the event either party must resort to litigation to protect or enforce its rights hereunder, the prevailing party is entitled to recover its reasonable attorney's fees and costs.

**HERITAGE
CLASSIC
FOUNDATION**

Simon Fraser, Chairman
Heritage Classic Foundation
Post Office Box 3244
Hilton Head Island, SC 29928

SAVANNAH/HILTON HEAD AIRPORT

Gregory B. Kelly
Savannah Airport Commission
400 Airways Avenue
Savannah, GA 31408

WITNESSETH WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESSES:

HERITAGE CLASSIC FOUNDATION

By: _____

Its: _____

Date: _____

Date: _____

WITNESSES:

SAVANNAH/HILTON HEAD AIRPORT

By: _____

Its: _____

Date: _____

Date: _____