



**AGREEMENT REGARDING
MAGICAL DINING MONTH DONATION**

This agreement is entered into between the Orlando/Orange County Convention & Visitor's Bureau, Inc. d/b/a Visit Orlando ("Visit Orlando"), and Recipient, identified below, on the date that the last authorizing signature is affixed hereto (Visit Orlando and Recipient are the "Parties"). The Parties agree as follows:

Recitals

WHEREAS Visit Orlando currently provides an approximately one-month long program, once per year, called Visit Orlando's Magical Dining (the "Program");

WHEREAS Visit Orlando works with local restaurants to provide *prix fixe* meals to diners as part of the Program;

WHEREAS restaurants that participate in the Program agree to donate to a charity or charities designated by Visit Orlando, at least one dollar for every meal sold under the program (the "Funds") as more specifically provided for under the terms of the agreement between Visit Orlando and a participating restaurant;

WHEREAS Visit Orlando reserves the right in its sole discretion to determine the number of recipients for such Funds;

WHEREAS Visit Orlando reserves the right in its sole discretion to select the charity/charities to receive such Funds;

WHEREAS Visit Orlando reserves the right in its sole discretion to set the amount of such Funds to be paid to Recipient, which may be none; and

WHEREAS Recipient is a charity and desires to receive donated funds as provided in more detail below.

NOW THEREFORE the Parties agree as follows. The foregoing recitals form a material part of this agreement and are incorporated herein.

Terms

1. Program Year

This agreement is for and limited to the year: 2022 ("Program Year").



2. Recipient

Recipient Legal Entity Name:	THE FLORIDA ENDOWMENT FOUNDATION FOR VOCATIONAL REHABILITATION, INC. d/b/a The Able Trust
Recipient Contact Name:	Allison Chase, President & CEO
Recipient Contact Telephone Number:	850-224-4493
Recipient Contact Email Address:	allison@abletrust.org
Recipient Mailing Address:	1709 Hermitage Blvd., Suite 100, Tallahassee, FL 32308
Recipient Federal Tax ID:	59-3052307

3. Limitation on Usage

Recipient agrees that the funds to be received hereunder are limited to and may only be used to provide funding for the following program(s):

Proceeds from Visit Orlando's Magical Dining will support The Able Trust's High School High Tech (HSHT) program in Orange County, which provides high school students with disabilities the opportunity to explore jobs or postsecondary education leading to in-demand careers.

Funds may not be used for (if no further restrictions, write "none"):

None

Recipient is required to and may only use the Funds provided to it for the uses permitted in this section. Unless otherwise approved by Visit Orlando in writing, Funds must be expended within 12 months of Recipient's receipt of Funds.

4. Reporting

Visit Orlando intends to publicize to Visit Orlando's members and members of the community the good uses to which Recipient puts the Funds. In order to accomplish that goal, Recipient agrees to provide the following information and other information as Visit Orlando shall reasonably require:

- a. By January 31 of the calendar year following the Program Year, a reasonably detailed business plan for use of the Funds, including a description of Fund allocation, purpose and recipient.



Visit Orlando may reasonably comment on such business plan and Recipient shall use reasonable efforts to accommodate such comments.

- b. Beginning the calendar year following the Program Year, a quarterly report detailing the status and activities of programs for which Funds are expended until Funds are exhausted.
- c. Upon Visit Orlando's reasonable request, periodic presentations to the Visit Orlando Board.

5. Funding

Regarding funding, the Recipient and Visit Orlando agree:

- a. Visit Orlando collects Funds from participating restaurants in the form of a check. Such checks are aggregated by Visit Orlando and then the Funds are made available to Recipient.
- b. Visit Orlando does not guarantee any timeline of delivery of Funds.
- c. So that Visit Orlando may track the Program, should Recipient receive a check directly from a participating restaurant, Recipient shall immediately notify Visit Orlando, and provide the name of the restaurant, amount and any other information Visit Orlando shall reasonably request.
- d. Recipient has no first or third-party rights or standing regarding the agreement by, between or among restaurants participating in the Program and Visit Orlando. Recipient's rights, if any, arise solely as to this agreement.
- e. Recipient has no rights to an accounting or audit nor similar process.
- f. Visit Orlando agrees that Recipient will receive at least one single dollar in total under this agreement. Otherwise, Visit Orlando does not guarantee that Recipient will receive any set amount of Funds.

6. Status

During the pendency of this agreement, Recipient agrees, warrants and represents that it will:

- a. Maintain its status as a non-profit organization as necessary with local, state and federal authorities.
- b. Maintain its status as an organization the focus of which is largely charitable.
- c. Maintain the programs specified in section 3, above.
- d. Recipient agrees that it will take no action nor make any statements intended to, or that would reasonably be expected to, harm the reputation of the Recipient, Visit Orlando, or the restaurants participating in the Program, or any of their affiliates. Nor shall Recipient makes statements or take actions that could reasonably be expected to lead to unwanted or unfavorable publicity to itself and/or them. Nothing herein shall



prevent Recipient from making any truthful statements to any governmental authority or in any legal proceeding.

7. Intellectual Property

Each party acknowledges that nothing in the agreement shall operate to transfer any intellectual property rights. Subject to the terms of this agreement, each party grants to the other party a nonexclusive, limited right and license to use any and all trademarks, original works of authorship and related copyrights, and any other intangible property delivered by one party to the other party during the term of this agreement solely as necessary in the performance of its obligations hereunder. Each party grants no rights in its trademarks or in any other trademark, trade name, service mark, business name or goodwill except as licensed hereunder or by separate written agreement of the parties.

Recipient shall not use Visit Orlando's trade name, trademarks, logos, and the like without Visit Orlando's prior written permission in each instance.

8. Publicity

Recipient and Visit Orlando agree that they intend to publicize their association, information regarding Recipient's cause, and the provisioning of Funds under this agreement, and other information related thereto, to the general public, including without limitation Visit Orlando's members, restaurants participating in the Program, visitors to Florida, members of the community and also Recipient's members and persons interested in Recipient's cause, and others. Recipient and Visit Orlando agree to work together by:

- a. If requested by Visit Orlando, Recipient shall send an appropriate representative to Visit Orlando's *Business Insights Summit & Luncheon* (typically held in August of the Program Year). At the summit, Visit Orlando may share the news of Recipients' selection. Recipient agrees to cooperate with Visit Orlando in advance of the event in order to create appropriate photos and videos if needed.
- b. If requested by Visit Orlando, Recipient shall send an appropriate representative to Visit Orlando's *Annual Meeting & Luncheon* (typically held in December of the Program Year, and may be virtual). At the annual meeting, Visit Orlando will announce the final donation amount made to Recipient with Recipient's representative on stage. Recipient agrees to cooperate with Visit Orlando in advance of the event in order to create appropriate photos and videos if needed.
- c. Recipient shall work in good faith with Visit Orlando to explore other ways in which the two can publicize their relationship and the good works of Recipient. Such methods could include exposure and awareness of Visit Orlando and the Program as a significant/primary funder of the programs described in section 3 above.



- d. Visit Orlando requests, but does not require, that Recipient provide Visit Orlando ongoing, regular communications of opportunities to tell real-life stories of how the Funds are making a difference. This includes opportunities for Visit Orlando to coordinate and obtain photos and video testimonials that in turn Visit Orlando will publicize.

Recipient agrees that Visit Orlando does not guarantee the nature, extent or amount of publicity Recipient will receive related to this agreement, the Program and Recipient’s receipt of the Funds.

9. Legal

- a. Should any litigation arise regarding this matter, the parties waive their right to a jury trial, agree that any dispute will be filed exclusively in Orange County, Florida, and that Florida law without application of Florida’s choice of law rules shall govern.
- b. Recipient agrees, warrants and represents that the responses and statements provided by Recipient in its charitable support application are true and correct to the best of Recipient’s knowledge.
- c. Visit Orlando may terminate this agreement if Recipient commits any act or becomes involved in any situation which brings Recipient into public disrepute or which reflects unfavorably upon Visit Orlando.

* * *

This agreement is entered into by:

Recipient

Allison Chase
3944572F91AA658CA258F70515E17F34 contractworks.

Representative Signature

Allison Chase

Representative Name - Printed

President & CEO

Representative’s Title

07/08/2022

Date Signed



Orlando/Orange County Convention & Visitor's Bureau, Inc. d/b/a Visit Orlando

Cassandra Matej

C433125AC38C7A6FB80321D2E57DE569 contractworks

Representative Signature

Cassandra Matej

Representative Name - Printed

President & CEO

Representative's Title

07/11/2022

Date Signed