

## AGREEMENT

This Agreement is made and entered into on this 9<sup>th</sup> day of December, 2025, by and between the City of Newport News, Virginia, a municipal corporation of the Commonwealth of Virginia (hereinafter referred to as the "City"), and the Port Warwick Foundation, a Virginia non-stock corporation and public non-profit 501(c)(3) organization (hereinafter referred to as the "Foundation").

**WHEREAS**, the Foundation is a non-profit 501(c)(3) organization with the purpose of organizing and managing arts and entertainment events; and

**WHEREAS**, pursuant to Section 15.2-953 of the Code of Virginia, the City may make appropriations of public funds, personal property, real estate, and donations to any charitable institution within its limits that provides services to residents of the locality, and to make gifts and donations of real or personal property or money to any nonprofit recreational association or organization; and

**WHEREAS**, pursuant to Section 15.2-940 of the Code of Virginia, the City may expend funds for the purpose of promoting the resources and advantages of the locality; and

**WHEREAS**, the City desires to support the Foundation in its efforts to provide arts and entertainment events within the Newport News community; and

**WHEREAS**, the Foundation is organizing a festival to include music, live performances, concerts, workshops, and presentations, currently proposed to be held at multiple sites in downtown Newport News on Memorial Day Weekend of 2026 (the "Event"); and

**WHEREAS**, the City desires to grant funding to the Foundation to support the Event to promote the resources and advantages of the City, advance the cultural and arts scene within the City, and provide an entertainment and recreation opportunity for residents and visitors.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **Grant Amount:** The City agrees to grant up to Three Million Dollars (\$3,000,000.00) (the "Grant") to the Foundation to support the Event. Two Million Dollars (the "First Grant Payment") will be made available for the Foundation's use within five (5) business days of the full execution of this Agreement. One Million Dollars (the "Second Grant Payment") will be made available within seven (7) business days of the commencement of ticket sales, which shall occur no later than March 20, 2026. All Grant funds shall be held in escrow by the Foundation and used for expenses associated with the Event as set forth in Paragraph 2. Any excess Grant funds remaining after the Event shall be promptly returned to the City as set forth in Paragraph 4. In addition to the Grant, the City agrees to provide the Foundation with a donation of Thirty Thousand Dollars (\$30,000.00) within seven (7) business days of the full execution of this Agreement, to be used to support the mission of the Foundation and the Foundation's administrative expenses associated with the Event.

2. **Purpose:** The Foundation agrees to use the Grant exclusively for expenses related to the Event, including but not limited to artist fees, equipment rental, marketing, insurance, and other Event-related costs. Foundation intends to contract with and engage a promoter who will coordinate and contract with vendors, consultants, musicians and artists, and others to plan and carry-out the Event, to include ticket sales and marketing (collectively, the “Contracted Parties”).
3. **Records; Reporting:** The Foundation agrees to maintain records of all expenditures related to the Event, including copies of all contracts, invoices, purchase orders, receipts, and similar documents. The Foundation agrees to provide the City with a detailed report of the expenditures (and such supporting documentation as may be reasonably requested by the City) related to the Event within thirty (30) days after the Event. Foundation agrees to maintain accounting procedures in accordance with generally accepted accounting standards and agrees to the review and audit of those records by the City or its designee, upon request of the City. The City shall have the right to audit all books and records (in whatever form they may be kept) relating or pertaining to this Agreement and the Event, kept by the Foundation, its employees, agent, or assigns in connection with the Event. Foundation agrees to maintain all such records for a period of at least one year following the completion or termination of this Agreement, including any amendments thereof. All such records shall be made available to City, its employees, agents, and representatives, during normal business hours upon request at Foundation’s office or place of business, or at an alternative location convenient to City and Foundation.
4. **Use & Return of Grant Funds:** Foundation shall use due diligence to safeguard Grant funds and to only use Grants funds as set forth in this Agreement.
  - a. The First Grant Payment shall be used to provide required deposits and secure commitments from key artists and material production vendors (including, but not limited to, sound, lighting, rigging, staging, and similar items) no later than January 31, 2026. If commitments from key artist and material production vendors are not secured by January 31, 2026, all Grant funds that have not already been expended or obligated to non-refundable deposits shall be returned to the City within thirty (30) days, the City shall not be obligated to provide the Second Grant Payment, and this Agreement shall terminate. No extension will be granted for this January 31, 2026 deadline. Notwithstanding the foregoing, the Parties acknowledge and agree that there will be artists and vendors that may need to be removed, added and/or replaced following their commitment and contracting after the January 31, 2026 deadline, and that such bona fide removals, additions and/or replacements shall not constitute a breach of this Agreement.
  - b. As of the execution of this Agreement, the Parties intend that public announcement of the Event lineup will be made on or before March 6, 2026, ticket sales shall commence no later than fourteen (14) days thereafter. If ticket sales do not commence by March 20, 2026, the City shall not be obligated to provide the Second Grant Payment, and this Agreement shall terminate. All Grant funds not expended or obligated to non-refundable deposits shall be returned to the City

within thirty (30) days. Notwithstanding the foregoing, the Parties acknowledge and agree that after the execution of this Agreement, they may make a mutual determination in good faith to modify the foregoing dates and corresponding deadlines and that such an agreed upon modification shall not constitute a breach of this Agreement.

- c. If the Event is cancelled or this Agreement is terminated for any other reason, all Grant funds that have not already been expended or obligated to non-refundable deposits shall be returned to the City within thirty (30) days of such cancellation or termination. Documentation will be provided demonstrating the use of all Grant funds not returned to the City.
- d. Foundation shall be required to reimburse City for any Grant funds that are improperly used, improperly accounted for, or not expended in support of the Event, as determined in the City's reasonable discretion, within thirty (30) days of the Event or the termination of this Agreement. Foundation's obligation to provide proper accounting and reimbursement shall survive termination of this Agreement.

**5. Foundation responsibilities:** The Foundation shall:

- a. Collaborate with the City to produce a first-class Event showcasing the City of Newport News as set forth herein.
- b. Secure all resources necessary for a safe and effective Event.
- c. Be solely responsible for contracting with and paying any third parties necessary to produce the Event, including the securing of talent, staging, sound, and lighting equipment, security and dressing rooms, marketing and promotion, and staff and labor necessary for set-up, production, operation, and breakdown of the Event.
- d. Provide the City with the names of the publicly announced artists performing at the Event no later than March 6, 2026.
- e. Ensure ticket sales for the Event commence no later than March 20, 2026.
- f. Secure or cause to be secured all necessary permits, licenses, approvals, and insurances required for the Event.
- g. Ensure the presence of adequate security and emergency medical services personal during the Event. Foundation shall cooperate with City to develop a public safety plan for the Event, which plan must be approved by the City's Division of Emergency Management. Foundation shall provide, or cause to be provided, regular updates regarding attendance projections, entertainment line-ups, logistics, and such other information as City may reasonably request for safety and security purposes.
- h. Comply with all applicable federal, state, and local laws and regulation in the performance of its obligations pursuant to this Agreement and in carrying out the Event.

**6. City Cooperation:** The City will:

- a. Assist with promoting and marketing the Event on City's publicly available media channels, at no additional cost to the City;
- b. provide the use of agreed upon public locations for the Event;
- c. provide traffic control and public safety resources in support of the Event;
- d. assist, to the extent possible, in expediting special event permits and all approvals and permits for the Event; and
- e. maintain appropriate insurance for the City-owned properties upon which Event activities occur.

**7. Insurance & Liability:**

- a. Insurance Limits: During the Event (from the commencement of set-up until completion), the Foundation will maintain insurance policies with the following types and minimum policy coverage limits:
  - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, combined single limit for bodily injury, death, and property damage. Coverage must include premises and operations, products and completed operations, contractual liability, and independent contractors.
  - 2. Business automobile liability insurance in an amount not less than \$1,000,000 per occurrence and combined bodily injury and property damage and covering owned, non-owned, and hired vehicles;
  - 3. Workers' compensation coverage equal to or greater than state statutory requirements, and employer's liability coverage in an amount not less than \$500,000;
  - 4. If alcohol is to be served or sold at the Event; liquor liability insurance in the amount of at least \$1,000,000.
- b. The City, its officers, employees, agents, volunteers and representatives shall all be named as additional insureds on the required insurance coverages, except for workers' compensation. Upon request, Foundation will provide the City with certificates of insurance evidencing the required coverages.
- c. Indemnification: To the fullest extent permitted by law, Foundation agrees to defend, indemnify, and hold harmless the City, including its officers, employees, agents, representatives and volunteers, from and against any and all claims, demands, suits, actions, causes of action, liabilities, damages (including bodily injury, death, and property damage), losses, fines, penalties, judgments and expenses arising out of or directly or indirectly out of the Event; the acts, errors, omissions, negligence, or willful misconduct of the Foundation or any of its contractors, subcontractors, vendors, licensees, exhibitors, performers, volunteers, or agents; or any actual or alleged violation of law by Foundation or any part for whom Foundation is responsible. This indemnity shall not apply to the extent a claim is caused by the sole negligence or willful misconduct of the City, or to the

extent prohibited by law. The provisions of this section shall survive expiration or termination of this Agreement and completion of the Event.

8. **Marketing & Acknowledgment:** The Foundation will ensure coordination of all public announcements concerning the Event, and the marketing of the same, with the City's Department of Communications. The Foundation agrees to acknowledge the City's contribution in all promotional materials and announcements related to the Event. City's logo and branding will appear in promotional materials and announcements where approved by City.
9. **Term:** This Agreement shall commence upon full execution of this Agreement and shall terminate upon the completion of the Event and the submission of the expenditure report to the City, as set forth in Paragraph 3.
10. **Breach:** Each Party reserves all rights and remedies in the event of a material breach of this Agreement by the other Party, provided that in the event of such a breach the non-breaching Party shall provide the breaching Party written notice and a reasonable opportunity to cure. Should Foundation commit a material breach of this Agreement, City shall provide written notice of such breach (which notice may be via email). Should Foundation fail to cure such breach within ten (10) business days of the notice, City may cancel and terminate this Agreement and Foundation shall return all Grant funds not already expended or obligated to non-refundable deposits.
11. **Amendments:** Any amendments to this Agreement must be in writing and signed by both parties.
12. **No joint venture:** It is understood and agreed by the Parties that this Agreement does not create or constitute a partnership or joint venture between the Parties.
13. **Force Majeure:** The Event will occur rain or shine. Notwithstanding the foregoing, City and Foundation agree that neither shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, earthquake, hurricane, or other extreme weather events; war, terrorism, or civil unrest; riots or public disorder; government orders, regulations, or actions; or strikes, lockouts, or other labor disputes (a "Force Majeure Event"). Upon the occurrence of a Force Majeure event, the affected Party shall (i) provide prompt written notice to the other Party, describing the nature of the event and the expected duration; and (ii) use commercially reasonable efforts to resume performance of its obligations as soon as practicable. If the Event is unable to proceed as scheduled due to a Force Majeure Event, the Parties agree to discuss the potential re-scheduling of the Event for a mutually agreed upon date prior to canceling the Event and terminating this Agreement. Should the Parties be unable to agree upon a date, the Event will be cancelled, Grant funds will be returned to City in accordance with Paragraph 4, and this Agreement shall terminate.
14. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**City of Newport News, Virginia**

Signed by:  
By: Alan Archer  
F952B621968543A...  
Alan K. Archer, City Manager

**Attest:**

DocuSigned by:  
Agnieszka Hollingsworth  
D534A6095286452...  
City Clerk

**Approved as to form:**

DocuSigned by:  
Robert E. Pealo  
4866A0119578456...  
City Attorney

**Port Warwick Foundation**

DocuSigned by:  
By: Tu Ritter  
D311C696433B471...  
Name: Tu Ritter  
Title: Chairman of the Board

## Certificate Of Completion

Envelope Id: 93AC4F05-EF0B-432E-A459-0903FF0EBEEA  
Subject: Complete with DocuSign: Port Warwick Foundation Agreement  
Source Envelope:  
Document Pages: 6  
Certificate Pages: 4  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
RUTH GOOD  
2400 Washington Ave  
City Hall, 5th fl IT Dept  
Newport News, VA 23607  
goodra@nnva.gov  
IP Address: 216.54.23.130

## Record Tracking

Status: Original  
12/10/2025 1:50:12 PM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: RUTH GOOD  
goodra@nnva.gov  
Pool: StateLocal  
Pool: City of Newport News - Enterprise

Location: DocuSign  
Location: Docusign

## Signer Events

Robert E. Pealo  
pealore@nnva.gov  
City Attorney  
City Attorney's Office  
Security Level: Email, Account Authentication  
(None)

## Signature

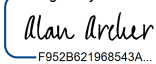
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Signed: 12/10/2025 2:37:21 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

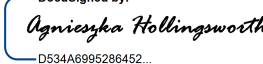
Alan Archer  
archerak@nnva.gov  
Acting City Manager  
City Manager's Office  
Security Level: Email, Account Authentication  
(None)

Signed by:  
  
F952B621968543A...  
Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**  
Accepted: 9/12/2023 11:00:30 AM  
ID: a821cb39-7892-4ef8-beba-4d766c585218


Agnieszka Hollingsworth  
hollingswortha@nnva.gov  
EXECUTIVE OPERATIONS MANAGER  
City Manager's office  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
D534A6995286452...  
Signature Adoption: Pre-selected Style  
Using IP Address: 68.131.12.236  
Signed using mobile

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Signed: 12/11/2025 11:14:57 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Tu Ritter  
turitter@howardhanna.com  
Security Level: Email, Account Authentication  
(None)

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Signature Adoption: Pre-selected Style  
Using IP Address:  
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Signed using mobile

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Viewed: 12/17/2025 8:54:57 AM  
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**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 12/17/2025 8:54:57 AM ID: d550757b-7fd1-464a-a920-2ba8dc2271ae		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Marlin McDaniel mcdanielm@nnva.gov Innovation Program Manager City of Newport News Innovation Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/17/2025 8:55:06 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2025 2:27:41 PM
Certified Delivered	Security Checked	12/17/2025 8:54:57 AM
Signing Complete	Security Checked	12/17/2025 8:55:05 AM
Completed	Security Checked	12/17/2025 8:55:06 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CITY OF NEWPORT NEWS, VIRGINIA ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

**1. By selecting the check-box next to “I agree to use electronic records and signatures”, you agree to sign the applicable document electronically and that the information you provide is true and accurate.**

**2. You may withdraw your consent to electronic signatures at any time by emailing [DSAdmins@nnva.gov](mailto:DSAdmins@nnva.gov). You can print on paper or save or send this Agreement to a location where you can print it for future reference. To withdraw your consent to sign electronically with regard to a Contract/Agreement initiated by the Office of Purchasing, please use the contact information below in Paragraph B.3.**

### **3. Consequences of changing your mind**

**If you elect to withdraw your consent to electronic signatures and proceed with documents and contracts/agreements being circulated and signed in paper format, it may slow the speed at which these documents can be completed.**

## **B. Additional Disclosure related to Contracts/Agreements**

**1. The City of Newport News, Virginia (City) accepts electronic signatures and utilizes software (DocuSign) to facilitate obtaining signatures for contract related documents and agreements initiated by the Office of Purchasing. Electronic signatures are authorized in Title 59.1, Chapter 42.1 Uniform Electronic Transactions Act of the Code of Virginia which is available for viewing at the [Virginia Legislative Information System website](#).**

### **2. Agree to Electronic Signatures**

**By selecting the check-box next to “I agree to use electronic records and signatures” you confirm:**

- You have read this Agreement;**
- You agree to sign contract related documents and agreements with the City by an electronic means, including the DocuSign system:**
- You affirm that you are authorized to provide consent for electronic signatures on behalf of your company:**
- You can print on paper or save or send this Agreement to a location where you can print it for future reference; and**
- You consent to receive contract related documents and agreements by electronic means, including the DocuSign system, during the course of your contractual relationship with the City and your consent will continue until you advise otherwise.**

### **3. Withdrawing your Consent**

**You may withdraw your consent to electronic signatures by contacting the Office of Purchasing at:**

**City of Newport News, Virginia Office of Purchasing  
2400 Washington Avenue  
City Hall, 4th Floor  
Newport News, Virginia 23607  
Phone: 757-926-8721  
Email: [purchase@nnva.gov](mailto:purchase@nnva.gov)**