EXHIBIT A

STATEMENT OF WORK

SEASIDE SCHOOL HALF MARATHON AND 5K RACE WEEKEND

This Statement of Work is entered into in connection with that certain "MASTER SERVICES AGREEMENT" (the "Agreement") dated May 28th, 2023, by and between The Seaside School Foundation, Inc. a Florida not for profit corporation ("Client"), and Spearhead Marketing Group LLC, a Florida limited liability company (Agency). Agency and Client hereby agree that Agency shall provide Services, as that term is defined in the Agreement, to Client pursuant to the Agreement and the following:

1. **SOW EFFECTIVE DATE: April 30th, 2025**
2. **TERM OF SOW:** The Term shall commence upon July 14th, 2025, and shall conclude on February 20th, 2026, or other such date Agency has fulfilled its obligations hereunder.

   SOW covers a 7-month period from July 14th, 2025, to February 20th, 2026.

   In addition, Agency will perform required tasks related to securing necessary permits and venues in a timely manner. This work will begin upon the SOW Effective date and be performed prior to the commencement date of July 14th, 2024, as noted in the Term of this SOW.

3. **PROJECT NAME AND DESCRIPTION**: Seaside School Half Marathon and 5k Race Weekend

   Overview: Client hosts the Seaside School Half Marathon and 5K Race Weekend benefitting the Seaside School, a leading public charter school.

   Objective: Client wishes to engage Agency as a strategic event production partner to provide professional support and streamline logistics/operations of the race. The primary goal is to execute a successful half marathon and 5K race and related events that specifically includes (Thursday) Locals Packet Pick Up, (Friday) Taste of the Race, (Saturday) Race Expo and (Sunday) Half Marathon and 5K races, while elevating the guest experience.

   Size of Events: 3,800 attendees for the Half Marathon and 5K Race and 700 Taste of the Race attendees.

   Event Dates: February 9th – 13th, 2026: Onsite race pre-production and volunteer management (liaison with the Volunteer Committee Lead)

   February 13th - 15th, 2025: Event Activation Days - (Thursday) Locals Packet Pick Up, (Friday) Taste of the Race, (Saturday) Race Expo and (Sunday) Half Marathon and 5K races

   Event Location(s): Seaside, FL

4. **DESCRIPTION OF SERVICES AND DELIVERABLES**

Under this Statement of Work (SOW), Agency shall provide Client with the following services/deliverables:

SERVICE OVERVIEW

- **Event Production:** Event Production, Vendor Management, Volunteer Coordination and Onsite Management
- **Project Management:** Manage and update content on race website while responding to race emails. Update and manage TOTR website and ticket sales platform. Send out email communications to race participants as it pertains to operations and logistics only. Obtain and submit invoices from third party vendors.

DESCRIPTION OF SERVICES

- **Event Production & Onsite Management:**
  - Ongoing development, planning and implementation focusing on logistics and operations of four (4) event activations as follows:
    - Seaside Half Marathon + 5k Packet Pick-Up on Thursday, February 12th, 2026
    - Seaside Taste of the Race Event on Friday, February 13th, 2026
    - Seaside School Race Expo on Saturday, February 14th, 2026
    - Seaside Half Marathon + 5K Races on Sunday, February 15th
    - All Event activations taking place in Seaside, FL
  - Analysis of current event structure and operations to provide strategic event production recommendations to streamline processes and maximize ROI.
  - Manage event production elements in accordance with the detailed production timeline, adhering to key milestones.
  - Lead venue management including collaboration with the venue operations team on security, electricity, lighting, wireless, union requirements, etc.
  - Facilitate all operational logistics needs, including on-site management and run of show, load-in and load-out, guest entry and flow experience, furniture, décor, catering, entertainment, VIP areas, client experience, etc.
  - Obtaining all necessary permits for event execution with the understanding that permits work will need to be performed prior to the official Term of this SOW.
  - Handle all space requests and permitting with Seaside venue(s) and County representatives (for venue space requests, road closures, alcohol and beverage, ECMS parking requests) in a timely manner as outlined in the production timeline.
  - Delivery of information/messaging regarding shuttle schedules, operation, and onsite logistics for race weekend to Venue (SCTC, Seaside and Merchants) and pertinent committee leads. Attend meetings with key partners as needed to ensure smooth execution.
  - Delivery of pre-production and logistics information to sponsorship committee regarding Race Expo, as well as Race Day sponsor needs coordination in the two weeks preceding race week.
  - Updating site map(s) inclusive of parking maps, as needed for TOTR, Expo and Race Day

- Serve as race operations contact for local county authorities (i.e. WCSO, WCFD) to ensure smooth planning and implementation of their provided safety plan.
- Procurement of event production rental truck for race production team utilization during the week of Feb 9th – 16th, 2025. Transportation of race assets to/from storage units as needed.
- Supply professional event labor to supplement the Client's volunteer team during Race Weekend in the following roles:
    - Two dedicated producers for the entire race week. Duties will include procuring the production vehicle, moving race assets to and from the storage units, picking-up existing merchandise and/or donated food and beverage items from sponsors and moving any assets as needed in the production truck
    - Move assets to packet-pick-up and back to assembly hall as needed in the production truck
    - Set up and break down of Start/Finish Line and all signage in the race shoot
    - Lead volunteers in setting up tables and chairs, as well as signage placement within race village
    - Set-up event signage at TOTR. Breakdown event signage for TOTR and direct table/chair placement for Race Expo following the closure of the event.
    - Set-up and manage the VIP area as needed with volunteers
    - One producer to serves as a course "sweeper" prior to and post race driving an SMG provided gas powered golf cart
    - One producer dedicated to setting up intersection cones along course
    - One producer as road crew lead
    - Producers will organize supplies and give aways as needed in Assembly Hall
- Attend bi-weekly (or weekly) pre-production calls for planning purposes with Client commencing on October 15th, 2025, as needed.
- SMG will work with sponsors and Foundation Director to plan food and beverage needs
- Ensure strategic AV resource planning for Taste of the Race and Race weekend, while maximizing the budget
- Design, update and manage TOTR ticket sales website, as well as the implementation of check-in software for TOTR guests
- Update, edit and manage Race Website to launch race registration, update information and answer race emails as needed
- Manage race participant email communications regarding race registrations, event transfers, refunds and other race related questions
- Graphic Design and/or editing content of all race weekend websites (ie: registration, volunteer hub and TOTR ticketing)
- Oversee production of event signage, branded premiums and giveaways (design fees charged separately)
- Event Invitations/RSVP Management
- VIP Gift Procurement and fulfillment
- Race Day Giveaway Procurement and fulfillment
- TOTR Entertainment negotiation, booking and logistics production

- **VENDOR MANAGEMENT:**

    - Procurement, proposal negotiation and management of hired third-party vendors as related to event production during the pre-production phase, as well as onsite

coordination during event activation. As needed, Agency will work with Foundation Director to ensure proposals fall within the overall project budget.

- Vendor list is below:
  - Seaside Style
  - Shelly Swanger
  - Fishers Flowers
  - 850Events OR A new furniture + décor vendor (Client will handle in-kind donation specifics if needed)
  - InkTrax
  - Always Advancing
  - Be Unlimited
  - SCDC (outside of permitting)
  - Town Council
  - WCSD & SWFD (outside of payment)
  - Southern Timing
  - Emerald Coast Luxury Transportation
  - Emerald Coast Middle School
  - Tents of NWFL
  - Always Advancing
  - DJ for Race Day
  - Band for TOTR
  - Epic Photo
  - Sysco (Client will handle initial ordering of any necessary product)
  - Buffalo Rock (Client will handle initial ordering of any necessary product)
  - Driftwood Wine & Spirts (logistics)
  - Grayton Beer (logistics)
  - Shirley Enterprises (logistics)
  - Bud & Alley's (logistics)
  - Jennifer Hale – SNH Technologies
  - Booking of the performance band for TOTR and handling performance logistics

- **VOLUNTEER COORDINATION:**

  - Coordination with Volunteer Committee Chair for onsite volunteer management. Make any necessary adjustments and changes to volunteer shift times, quantities and locations in the Volunteer HUB.
  - Managing Volunteer Hub shifts and assigning schedules
  - Importing provided volunteer lists from the SNS and SCHS into the volunteer HUB.
  - Coordinating race day logistics with school leadership and appropriate parties

- **ACCOUNT MANAGEMENT:**

  - Manage Client events outlined in this SOW, as well as related event production elements outlined within the master production timeline.
  - Partner with Client to determine the ideal measurement tool to develop, implement, continually review success and determine ways to optimize performance.
  - Participate in status calls and/or in person meetings with key Client stakeholders and

vendors as necessary (e.g. Town of Seaside, Seaside Town Council, Seaside Merchants, Seaside School foundation board, etc.). This will include three (3) pre-production meetings that may fall prior to the commencement date noted in the Terms of this SOW.

5. **ASSUMPTIONS**

Agency requires the support of the appropriate Client teams and their designated associates including Client designated Committee Chairs to enable a smooth execution of this SOW.

- Work will not begin until this Statement of Work is executed by both parties.
- Client shall be responsible for supplying Agency with adequate time and direction in advance of said promotional events, in order for Agency to effectively perform Services described herein. Agency will make every reasonable effort to be available for pre-event planning and staff training with Client.
- Client will use its best efforts to provide Agency with adequate support staff (volunteers) to perform its Services. Client shall be directly responsible for all fees and/or payments collectable by outside vendors performing services for the project as contracted by Client or on behalf of the client, which are beyond the original scope of this project. Client shall be responsible for cooperating with Agency to provide all permits and certificates of insurance, at Client's expense, as required by venue(s) and/or all third-party vendors.

OUT OF SCOPE

The following items are not part of the scope of this document or the MSA:

- New Venue Search & Acquisition
- Talent Partnerships including seeking TOTR participation and donation from chefs and VIP judges
- Event Sponsorship Procurement and fundraising
- Management of Sponsors (outside of logistics planning)
- Public Relations including email marketing communications that fall outside of race execution and logistics planning.
- Client Travel
- Content Capture & Production, including sourcing photographers for in-kind donations.
- PPE and other COVID-19 safety requirements and precautions
- Legal advice regarding PPE and other COVID-19 safety requirements and precautions

ROLES AND RESPONSIBILITIES

In order for the project to be successful, Client must commit to the following general obligations:

- Client will provide a single point of contact for project coordination.
- Client will sign-off in a timely manner to ensure the project timeline is not hindered.
- Client is responsible for delivering all mutually agreed upon assets / access to Agency.
- Client is responsible for providing any and all crucial out of pocket cost approvals in a timely

manner as required by the project plan.

- Client is responsible for providing the technology and elements required for race weekend including but not limited to wi-fi provisioned for central square and adequate number of tablets for check-in and merchandising needs.

To ensure the project is successful, Agency will be responsible for the following. Agency to provide Project Management, including:

- Coordination of Agency production resources (inclusive of one project manager, plus two account coordinators)
- Notification of any out-of-scope work
- Coordination of timelines and schedules with production vendors and volunteer parties
- Management of event production deliverables as outlined in the Production Timeline

6. **BILLING & PAYMENT SUMMARY**

Client shall pay to Agency a fee in the amount of Sixty-five Thousand Dollars ($65,000) for the services and deliverables set forth above. Agency shall also invoice Client for out-of-pocket production costs in the amount of Five Thousand Dollars ($5,000) to cover five (5) additional onsite event production staff and production truck rental. All payments are due within thirty (30) days of invoice date.

The above amount shall be payable in three (3) installments per the following due dates:

Project Deposit:	Due Date: July 14th, 2025
	Amount: $25,000.00 (Deposit)
1st Installment:	Due Date: October 6th, 2025
	Amount: $25,000.00
2nd Installment:	Due Date: January 12th, 2025
	Amount: $15,000.00
3rd Installment:	Due Date: February 6th, 2025
	Amount: $5,000 (Out-of-pocket costs for 5 Production Crew during race weekend and production truck)

Any Client approved additional out of pocket costs or expenses exceeding the fee set forth above will be included in a final and fourth invoice following final race week execution.

7. **PROJECT SCHEDULE:** Agency shall deliver the Deliverables to the Client within the mutually agreed upon timeline that production schedules allow.

IN WITNESS WHEREOF, an authorized representative of each party has caused this Agreement to be executed on the date(s) set forth below.

Spearhead Marketing Group LLC, **A Florida limited liability company**	_____ a _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____