



AGREEMENT FOR JXN DESTINATION DEVELOPMENT CONSULTING SERVICES STANDARD TERMS & CONDITIONS

Vendors selected through the competitive RFP process shall enter into a written agreement for the specified negotiated services. Visit Jackson's Standard Contract will be used if the vendor(s) does not provide a Standard Terms and Conditions Agreement.

VISIT JACKSON

Representative: _____

Physical Address: _____

Billing Address: _____

VENDOR

Representative: _____

Physical Address: _____

Billing Address: _____

CONTRACT TERMS

Initiation Date _____

Complete Date _____

Maximum Budget/Fee \$250,000.00

DEFINITIONS AND FACTS

These Standard Terms and Conditions and the preceding Contract (collectively, the "Agreement") govern the terms under which the VENDOR may manage Destination Development Consulting Services for Visit Jackson. References to "AGENCY" mean the VENDOR and references to "DLO" mean Visit Jackson in these Standard Terms and Conditions.

These Standard Terms and Conditions are presented with reference to the following facts:

- a. DLO MISSION AND GOALS (**Attachment #4**)
- b. This contract will be funded through federal American Rescue Plan Act (ARPA) dollars for Mississippi Tourism Recovery, II (HB453), which authorizes Destination Marketing Organizations to use such funds to pay the costs of destination development strategies. One of the primary factors in achieving this is to enhance the livability and sense of place for those that live, work, and play in our Capital City. Maintaining and improving our community makes it more attractive to visitors and helps create jobs and stimulate economic growth.

- c. AGENCY is organized and equipped to carry out the strategic processes of the destination master plan, a 10-year strategic road map to optimize how visitors can benefit the greater local community. The travel, tourism, hospitality, and event industries are a robust economic pipeline that can support a comprehensive and inclusive variety of local people, businesses, and organizations in the destination.

INTERPRETATION. The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the DLO by virtue of that party having drafted this Agreement.

INDEMNITY AND HOLD HARMLESS. AGENCY agrees to indemnify, defend, protect, and hold free and harmless DLO and its board, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties, or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of AGENCY, its agents, employees, and sales personnel or from the publication of any editorial or AGENCY materials supplied by AGENCY, including, without limitation, any such liability arising out of copyright, privacy, or antitrust.

INDEPENDENT STATUS. The parties intend that this Agreement will create an independent contractor relationship. Nothing in this Agreement shall be construed as making the parties joint venturers or as making either party or any of its employees the employee of the other.

CONFIDENTIALITY. Information disclosed by one party to the other party and marked "confidential," or under the circumstances ought to be treated as confidential information (including this Agreement), will be treated as confidential. AGENCY will not disclose to a third party such information or use it other than for the purpose for which it was provided without the written consent of DLO.

AGENCY and DLO collectively agree to keep the terms of this Agreement and all information pertaining to services, either party's business, or other information strictly confidential. Disclosure by AGENCY or DLO to its attorneys, accountants, or tax advisors and sales representatives, or as may be required by law to any governmental AGENCY or authority or to a court or arbitrator, shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the terms of this Agreement. Either party shall notify the other party promptly if any such disclosure is requested or required.

Neither party shall issue any press releases or public announcements about this Agreement or contracts unless the other party approves such releases or announcements before issuance.

All data collected by AGENCY, DLO, and/or any third party in connection with this Agreement shall be exclusively owned by DLO and not used or disclosed by AGENCY without DLO's prior approval in each instance.

Results of DLO's media placement or earned media will be privileged information only shared between the DLO and AGENCY unless otherwise noted by the DLO.

SCOPE OF SERVICES. AGENCY agrees to fulfill and set forth the scope of services discussed before the contract and Agreement are signed. Additions and/or modifications to the Scope of Services should be discussed in advance and agreed upon between the AGENCY and DLO representatives.

REPORTING. AGENCY will provide monthly reports, at a minimum, taken directly from the applicable advertising/media account(s), demonstrating key performance indicators as disclosed in the proposal and contracts.

COUNTS AND MAKE GOODS. AGENCY counts instances of content being delivered based on requests, and AGENCY will issue monthly tracking reports on that basis. If AGENCY fails to deliver the contracted impressions during the contract term, DLO's sole remedy for such failure will be extending this Agreement until the contracted deliverables are provided in full. AGENCY will report the final determination of delivery. AGENCY guarantees costs and assumes all risks based on current online inventories and marketplace demand levels.

INTELLECTUAL PROPERTY AND COPYRIGHT. The DLO retains all usage, ownership, and intellectual property rights of materials produced by the AGENCY upon completion of and payment of deliverables. DLO and AGENCY recognize that the DLO owns the copyright created by AGENCY during the contract term. DLO and AGENCY agree that DLO has the non-exclusive right, for the entire term of copyright, by itself or through third parties, to republish, retransmit, re-perform, redistribute, or otherwise re-use any artwork, logos, taglines, descriptions, imagery, video, branding, etc., in whole or in any part, whether combined with the material of others. AGENCY retains the right to display such materials on the business website, social media accounts, and in the portfolio of work.

COMPENSATION. The AGENCY shall perform services as the DLO requires for the specific purposes of Advertising Agency Services – Tourism Industry Recovery II. The budget charged for services rendered does not exceed 2.4 million. This cost includes any out-of-pocket costs incurred by the AGENCY in the performance and delivery of this contract. Expenses not explicitly included in the Contract and Scope of Work shall only be incurred if DLO approves in advance. Commission fees should be provided and explained through documentation. The AGENCY agrees to supply the DLO with all available reporting related to charges and third-party costs upon request.

The AGENCY will work with other partner entities identified by the DLO for media planning/buying, as directed by the DLO. Any third-party billing passing through the AGENCY will be billed back to the DLO. Time billing will not accrue against the DLO's budget in communication and auditing processes.

If AGENCY revises its rates during this Agreement, DLO shall be notified at least thirty (30) days in advance. In such event, AGENCY and DLO will modify this Agreement and related Contract to reflect rate revisions only after a discussion and mutual decision to continue using/providing services.

BILLING. The AGENCY will submit invoices monthly, starting October 2023, for services rendered from the previous month.

ASSIGNMENT. AGENCY shall have no right or ability to assign, transfer, or sublicense any obligations under this Agreement without the prior written consent of DLO (and any attempt will be void).

MODIFICATION. This Agreement may only be modified in writing and signed by both parties hereto.

TERMINATION OF AGREEMENT. DLO may terminate this Agreement, with or without cause, upon DLO's giving written notice thereof to AGENCY. The DLO or AGENCY reserves the right to cancel this contract with a 60-day written notice supplied to the signers of this contract or their designated representative.

Upon such termination, on DLO's demand, AGENCY shall promptly reimburse DLO pro-rata for any unearned portion of the monthly payment.

In the event, and only in the event, market conditions shift to prevent the execution of the contract as contemplated by the parties, DLO and AGENCY may mutually agree to alter the Agreement terms, or either party may terminate the contract upon 10 (Ten) business days' notice in party's sole discretion.

FAILURE TO MEET MINIMUM REQUIREMENTS. If AGENCY fails to fulfill the minimum requirements of this Agreement, or to otherwise comply with any provision of this Agreement, then the matter shall be investigated by DLO's Administrator, or its designee, who shall make a recommendation to DLO's Board/Director as to the remedy for breach of this Agreement. The breach may be cured by reasonable substitution of services provided, by reimbursement of a portion of the fee paid by DLO to AGENCY, or by other such remedies as the DLO Board/Director may require. DLO and AGENCY agree that the decision of the DLO Board/Director shall be final and conclusive.

DISCRIMINATION. No person shall, on the grounds of race, sex, creed, color, religion, national origin, handicap, or disability, be excluded from participation in, refused the benefits of, or otherwise subjected to discrimination in any activities, programs, or employment supported by this Agreement.

COMPLIANCE WITH LAWS. The laws of the State of Mississippi shall govern this Agreement. AGENCY shall comply with all applicable laws, ordinances, and codes of the State of Mississippi and the City of Jackson, and any legal actions shall be brought in an applicable court in Hinds County, Mississippi.



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DEVELOPMENT CONSULTING SERVICES
STANDARD TERMS & CONDITIONS

AGREEMENT FORM.

IN WITNESS WHEREOF, DLO and AGENCY hereby execute this Agreement through its respective authorized officers as though such had executed this Agreement on the date, month, and year first above written.

This Agreement may be executed by DLO/AGENCY by manual, facsimile, or scanned PDF signatures.

VISIT JACKSON

Representative: _____

Physical Address: _____

Billing Address: _____

VENDOR

Representative: _____

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