DESTINATION SALES AGREEMENT

Between Jackson Hole Travel & Tourism Board and Jackson Hole Chamber of Commerce

This Destination Sales Agreement is entered into by between the Jackson Hole Travel & Tourism Board ("JHTTB"), a Joint Powers Board established to administer Lodging Tax proceeds for Teton County, Wyoming, located at 180 S. King Street, Jackson, Wyoming 83001, and the Jackson Hole Country Chamber of Commerce (the "Chamber"), a member-directed, non-profit business association, located at 260 W. Broadway Street, Jackson, Wyoming 83001.

Article 1: Purpose

The purpose of this contract is to define the service responsibilities of each party relative to the implementation of the roles of the Destination Sales Department of the Chamber.

Article 2: Term and Termination

The term of this contract becomes effective July 1, 2019, for a term of one (1) year, expiring on June 30, 2020 and may be renewed on an annual basis by the parties.

Either party may terminate the Agreement without cause by providing ninety (90) days written notice of the intent to terminate to the other party. Any amendments or modifications of the terms or conditions of the Agreement must be mutually agreed upon by the parties and shall be in writing.

Article 3: Chamber Responsibilities

The Chamber Agrees To:

- 1. Provide Destination Representation at Major Tradeshows Domestically and Internationally for Individual and Group Business.
- 2. Provide opportunities for local business to participate in Tradeshows.
- 3. Give support to PR Events in International Markets in conjunction with local businesses.
- 4. Conduct Face- to -Face Interaction with Travel Writers, Travel Agents, Tour Operators, Meeting Planners and Consumers worldwide.
- 5. Oversee visiting travel writers, tour operators and meeting planners, creating itineraries and experiences based on their focus and to better educate them on the offerings and opportunities that exist in Teton County.
- 6. Conduct meetings (over 800 in 2019/20) and interact with consumers (over 1200 worldwide in 2019/20) to sell the Jackson Hole Destination.
- 7. Focus on promoting Winter, Fall & Spring months.
- 8. Provide detailed budget of funding from the JHTTB.
- 9. Provide quarterly vouchers of expenses with accompanying documentation

- 10. Provide Year -end wrap up report of department prior to fiscal year end.
- 11. Contract with Meltwater to engage in media monitoring and PR assistance.

Article 4: JHTTB Responsibilities

1. Fund the Chamber of Commerce Destination Sales as outlined in the Joint Powers agreement and in the amount budgeted by the JHTTB for Fiscal Year 2018-2019, which is an amount not to exceed \$304,940.00

Article 5: General Provisions

- Either party may request the Chamber Executive Committee and the JHTTB Executive Committee of their respective Boards of Directors meet to review and discuss administration of this contract;
- 2. Neither the Chamber nor the JHTTB shall be bound by any stipulations, conditions, representations or agreements, whether verbal or written, not contained in this Agreement;
- 3. This contract shall be governed by the laws of the State of Wyoming;
- 4. If legal action is commenced or necessary to enforce or interpret this contract, the prevailing party shall be entitled to any and all reasonable attorney's fees, court and other costs and necessary disbursement in addition to any other relief party is entitled to.

Execution

By affixing their respective signatures and attesting below, the appropriate representatives of the JHTTB and Chamber agree to the terms and conditions set forth in this contract.

Jackson Hole Travel & Tourism Board

Brian Gallagher, Chair

Cory anchor, Vice Chair

Brian Modena, Secretary

Jackson Hole Chamber of Commerce

Anna Olson, CEO President

Tim Harland, Board Chair

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