

VISITOR SERVICES AGREEMENT

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

This Visitor Services 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 Visitor Services 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. Staff and operate the Visitor Center located at 532 North Cache Street
2. Staff and operate the Visitor Center located at 260 W. Broadway
3. Staff and operate the Visitor Welcome at JH Airport during winter months
4. Provide partial funding to National Elk Refuge Visitor Services in the amount of \$10,000.
5. Operate the Chamber 7 days a week in the peak summer season
6. Operate the Chamber at least 5 days a week in the off season, (Oct –Dec, April-June 1)
7. Provide tourism information to tourists who enter one of the above-mentioned centers, or potential visitors that call or email for information
8. Pay for all expenses associated with the visitor services operations and staffing even if it requires the Chamber to fund any shortfall with its own financial resources
9. Provide a recap of Visitor Services department prior to the JHTTB fiscal year end
10. Provide a detailed budget of the amount that the JHTTB funded for Visitor Services
11. Provide quarterly vouchers of expenses with accompanying documentation

Article 4: JHTTB Responsibilities

The JHTTB Agrees to:

1. Fund the Chamber of Commerce Visitor Services as outlined in the Joint Powers agreement and in the amount budgeted by the JHTTB for Fiscal Year 2017-2018, which is an amount not to exceed \$484,398.00

Article 5: General Provisions

1. 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.

5. 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.

Dated this 18th day of April, 2019

Jackson Hole Travel & Tourism Board




Brian Gallagher, Chair

Cory Carlson, Vice Chair



Brian Modena, Secretary

Jackson Hole Chamber of Commerce



Anna Olson, CEO President



Tim Harland, Board Chair

