

**STANDARD TERMS & CONDITIONS
AGREEMENT FOR ADVERTISING AGENCY SERVICES**



Vendors selected through the competitive RFP process shall enter into a written agreement for negotiated services. In the event vendor(s) does not provide a Standard Terms and Conditions Agreement, Visit Ridgeland's Standard Contract will be used in its place.

VISIT RIDGELAND

[AGENCY]

Representative: _____

Representative: _____

Physical Address: _____

Physical Address: _____

Billing Address: _____

Billing Address: _____

CONTRACT TERMS

Initiation Date _____

Complete Date _____

Maximum Budget/Fee _____

DEFINITIONS AND FACTS

These Standard Terms and Conditions, together with the preceding Contract (collectively, the "Agreement") govern the terms under which Visit Ridgeland may manage Ad Agency services for Visit Ridgeland. References to "AGENCY" mean Visit Ridgeland, and references to "DMO" mean Visit Ridgeland in these Standard Terms and Conditions.

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

- a. The mission of the Ridgeland Tourism Commission (Visit Ridgeland) is to advocate, elevate, and support Ridgeland's hospitality industry for a positive impact on the local economy by increasing travel-related spending.
- b. The vision of the Ridgeland Tourism Commission, hereafter Visit Ridgeland, is to enhance and sustain Ridgeland's position as a premier southern boutique destination through destination marketing efforts including brand evaluation and implementation, sales and event initiatives, and strategic partnerships.
- c. 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 certain marketing activities. Marketing activities include multimedia marketing and advertising, such as digital media, broadcast media and printed media; travel publications; production; travel market sector analysis;

consumer travel sentiment; public relations; communication strategy; direct sales bookings; group tour bookings; and tourism development.

- d. AGENCY is organized and equipped to carry out the promotional, tourism, and business assistance activities desired by DMO, and has special local knowledge, expertise, skill, and facilities for promotional work.

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 DMO by virtue of that party having drafted this Agreement.

INDEMNITY AND HOLD HARMLESS. AGENCY agrees to indemnify, defend, protect and hold free and harmless DMO 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 that is disclosed by one party to the other party, and that is marked "confidential," or which under the circumstances ought reasonably 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 such information other than for the purpose for which it was provided without the written consent of DMO.

AGENCY and DMO collectively agree to keep the terms of this Agreement and all information pertaining to services, either party's business, and other information strictly confidential. Disclosure by AGENCY or DMO 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 pertaining to this Agreement or contracts, unless such releases or announcements have been approved by the other party prior to issuance.

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

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

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

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 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, DMO's sole remedy for such failure will be an extension of this Agreement until the contracted deliverables are provided in full. The final determination of delivery will be reported by AGENCY's ad server platforms. AGENCY guarantees costs and assumes all risks based on current levels of online inventories and marketplace demand.

INTELLECTUAL PROPERTY AND COPYRIGHT. The DMO retains all usage, ownership, and intellectual property rights of materials produced by the AGENCY upon completion of and payment of deliverables. DMO and AGENCY recognize that the copyright created by AGENCY during the contract term is owned by the DMO. DMO and AGENCY agree that DMO has the non-exclusive right, for the full 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 or not combined with material of others. AGENCY retains the right to display such materials on business website, social media accounts, and in other portfolio of work.

COMPENSATION. The AGENCY shall perform services as required by DMO for the specific purposes of Advertising and Marketing services. The budget charged for services rendered is not to exceed \$500,000. This cost is inclusive of any out-of-pocket costs incurred by the AGENCY in the performance and delivery of this contract. Expenses not explicitly included in Contract and Scope of Work shall not be incurred unless approved by DMO in advance. Commission fees should be provided and explained through documentation. The AGENCY agrees to supply the DMO with all available reporting related to charges and third-party costs upon request.

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

If during the period of this Agreement, AGENCY revises its rates, DMO shall be notified no less than thirty (30) days in advance. In such event, AGENCY and DMO 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 [SEE REQUEST FOR PROPOSAL FOR SPECIFICS PER SERVICE].

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

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

TERMINATION OF AGREEMENT. DMO may terminate this Agreement, with or without cause, upon DMO's giving written notice thereof to AGENCY. The DMO or AGENCY reserve 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 DMO's demand, AGENCY shall promptly reimburse DMO on a pro-rata basis 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, DMO and AGENCY may mutually agree to alter the Agreement terms or either party may terminate the contract upon 10 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 DMO's Administrator, or its designee, who shall make a recommendation to DMO'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 DMO to AGENCY, or by other such remedy as the DMO Board/Director may reasonably require. DMO and AGENCY agree the decision of the DMO 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. This Agreement shall be governed by the laws of the State of Mississippi. AGENCY shall comply with all applicable laws, ordinances, and codes of the State of Mississippi and City of Ridgeland, and any legal actions shall be brought in an applicable court in Madison County, Mississippi.

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AGREEMENT FORM.

IN WITNESS WHEREOF, DMO 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 DMO/AGENCY by manual, facsimile, or scanned PDF signatures.

VISIT RIDGELAND

Representative: _____

Physical Address: _____

Billing Address: _____

[AGENCY]

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Physical Address: _____

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