

**MARKETING, RESEARCH, AND ADMINISTRATIVE
SERVICES AGREEMENT**

THIS AGREEMENT entered into this 30 day of October, 1989, by and between the NASSAU COUNTY TOURIST DEVELOPMENT COUNCIL, (hereinafter referred to as "TDC"), Post Office Box 456, Fernandina Beach, Florida 32034; and the AMELIA ISLAND-FERNANDINA BEACH-YULEE CHAMBER OF COMMERCE, (hereinafter referred to as "Chamber"), 102 Centre Street, Fernandina Beach, Florida 32034.

WITNESSETH

WHEREAS, pursuant to the Local Option Tourist Development Act, Nassau County has by Ordinance No. 88-31, as amended by Ordinance No. 89-8, established the Nassau County Tourist Development Council, has levied and imposed a two percent (2%) tourist development tax, and has established a tourist development plan for the use of funds derived from such tax; and

WHEREAS, the TDC wishes to employ the Chamber to conduct direct marketing programs to promote Amelia Island as an ideal business, convention, and vacation travel destination to travel intermediaries, meeting planners, and consumers.

NOW, THERE, FOR and IN CONSIDERATION of the above and the mutual covenants contained herein, the parties agree as follows:

1. APPOINTMENT AND AUTHORIZATION OF THE CONTRACTOR. The Chamber is hereby retained and appointed by the TDC to represent the TDC in carrying out its research, marketing, and administrative services programs. The Chamber is authorized to seek appropriate contracts for presentation to TDC for its approval, with third parties to carry out the purposes of this Agreement. The Chamber shall use its best efforts to prevent any loss to the TDC from the failure of proper performance by any third party, and third parties shall always be advised by the Chamber that payment for goods and services will be made only upon compliance with performance requirements and pursuant to the financial operating procedures of Nassau County and the Florida Statutes.

2. CHAMBER SERVICES. The Chamber agrees that it shall act as the TDC's research, marketing, and administrative services representative and perform all necessary services and responsibilities associated with these functions, to the extent required to meet the TDC's needs, including:

- (a) Advertising agency supervision
- (b) Administrative service
- (c) Administration of TDC meetings and affiliated research services
- (d) Market planning
- (e) Production of collateral material
- (f) Promotion of the travel trades, to include sales missions, sales calls, destination seminars, and attendance at trade shows

- (g) Direct mail programs
- (h) Inbound trade familiarization tours
- (i) Inbound site inspections
- (j) Meeting and convention services
- (k) Group leisure tour package development
- (l) Attendance at consumer shows
- (m) Service and assist trade and consumer requests
- (n) Visitor services
- (o) Local, state, regional, and national tourism industry relations
- (p) Industry and resident educational seminars and programs
- (q) Evaluation measures for program effectiveness

3. COLLATERAL MATERIAL. Collateral material will provide necessary support to the marketing and travel trade services programs. Costs associated with the design and production of collateral material will be the responsibility of the TDC.

4. ADVERTISING AGENCY SUPERVISION. In the performance of these services, the Executive Vice President of the Chamber shall be the principal contact person responsible for performance.

5. MARKET PLANNING:

(a) Fiscal Year and Retroactive Revenue Application.
The TDC's fiscal year begins October 1 of each year beginning with the 1988 year. Under this agreement the TDC shall pay to the Chamber an amount calculated as follows:

+ Tourist Development Tax Collected
- Clerk Fee (1.5%)
= Net Tourist Tax
x 15%
= Management and Administration Allocation
- Board Administrative Costs (advertising, special studies, etc.)
= Chamber Fee

6. EFFECTIVENESS. The Chamber, together with the TDC, shall establish measures which will evaluate the effectiveness of the marketing, research, and administrative services program and incorporate these measures into each fiscal year's marketing plan.

7. PROGRESS REPORTS. The Chamber agrees to provide periodic progress reports in a format acceptable to the TDC on at least a monthly basis and a final report at the end of each fiscal year. These progress reports shall compare actual accomplishments and results with goals and objectives established at the beginning of the year. The TDC will be entitled at all times to be advised, at its request, as to the status of work being done by the Chamber and of the details thereof. Coordination shall be maintained by the Chamber with the Executive Director or other designated committees of the TDC. Either party to the Agreement may request and be granted a conference.

8. CHAMBER COMPENSATION:

(a) Upon satisfactory performance of the services contemplated herein, the TDC agrees to pay the Chamber in accordance with the financial operating procedures of Nassau County and the Florida Statutes, as full and complete consideration for all of the Chamber's undertakings, tasks,

duties, promises, and covenants which are the subject of this Agreement, a total fee calculated as follows:

- + Tourist Development Tax Collected
- Clerk Fee (1.5%)
- = Net Tourist Tax
- x 15%
- = Management and Administration Allocation
- Board Administrative costs (advertising, special studies, etc.)
- = Chamber Fee

for the Agreement term ending September 30, 1990. To the extent practicable, the Chamber shall be compensated on a monthly basis during the term of this agreement.

(b) Professional fees shall be paid by Nassau County to the Chamber and transmitted by U.S. Mail to the Chamber. The TDC shall not be liable for loss or delay of program which was not caused by the TDC's negligence.

(c) The allocation of administrative and research funds will be in accordance with the budget of the current fiscal year.

9. SUBCONTRACTING. The Chamber shall maintain an adequate and competent professional staff and may associate with necessary specialists for the purpose of its services hereunder without additional cost to the TDC. Should the Chamber desire to utilize specialist, the Chamber is fully responsible for satisfactory completion of all subcontract work.

10. PROPERTY RIGHTS:

(a) Exclusive Property of the TDC. All intangible property, including slogans, ideas, or plans submitted or developed by the Chamber for the TDC during the term hereof, whether or not used; and any and all materials and other tangible property which the Chamber prepared for the TDC or acquired for its account during the term hereof; all pursuant to the direct marketing and convention services programs for the TDC, shall be the property of the TDC, provided that the TDC has paid the invoices for professional fees rendered therefore, if any. Any of this property may be copyrighted, patented, or otherwise restricted by the TDC pursuant to Florida, United States and foreign laws. Neither the Chamber nor any approved subcontractor shall have any proprietary interest in the products and materials developed under this Agreement. There shall be no additional compensation for the rights and property granted under this paragraph. The TDC reserves the right of final approval of the disposition of said property.

11. INDEMNIFICATION:

(a) Claims, Liabilities, or Damages. Chamber shall indemnify and hold the TDC harmless from and against any and all claims, liabilities, or damages arising from the performance of functions contemplated under this agreement, including the cost of litigation and counsel fees.

12. DURATION AND TERMINATION:

(a) Term. This Agreement shall become retroactively effective as of the 1st day of January, 1989, and shall continue in force through September 30, 1990, unless sooner terminated as provided herein.

(b) Renewal and Extension. This Agreement will be reviewed within sixty (60) days prior to the end of the initial term, and any subsequent term, and may be renewed for a period of two (2) years pursuant to then existing laws or procedures governing the TDC. Subsequent reviews and renewals will occur every two (2) years. No provision for automatic renewal of this Agreement shall be effective. Any renewal shall be in writing and executed by both parties.

(c) Assignment and Delegation. The Chamber may not assign any right or delegate any duties hereunder without the express prior written consent of the TDC.

(d) Termination. Either party may terminate this Agreement by giving the other party written notice at least sixty (60) days prior to the effective date of termination of this agreement or any subsequent renewal thereof. Upon receipt of notice of termination, the Chamber shall provide only those services and incur only those expenses specifically approved or directed in writing by the TDC. All other rights and duties of the parties shall continue during such notice period, and the

TDC shall be responsible to the Chamber for payment of any contract obligation incurred with third parties during this period only if approved in advance in writing by the TDC.

(e) Termination for Breach. This Agreement may be terminated upon twenty-four (24) hours written notice by either party for substantial breach for failure of this agreement by any party hereto. Delivery of notice of termination shall be made, in the event of such termination, to the other party.

13. MODIFICATION. This writing contains the entire Agreement of the parties. No representation were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter the terms of this Agreement, unless done in writing and signed by an Executive Office of the Chamber and the Executive Director for the TDC, or other designee.

14. CONTROLLING LAWS. The validity, interpretation, and performance of this Agreement shall be controlled and construed under the ordinances of Nassau County, along with the laws of the State of Florida.

15. WAIVER. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this

Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

16. NOTICES. All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery or through the U. S. Postal Service by certified mail, return receipt requested. The Addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notice of a change of address is given.

17. VALIDITY OF AGREEMENT. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unconstitutional, or unenforceable, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 30 day of October 1989.

AMELIA ISLAND - FERNANDINA
BEACH - YULEE CHAMBER
OF COMMERCE

James Thomas Burns
Its: President

NASSAU COUNTY COMMISSIONERS

Jimmy J. Higginbotham
Its: Chairman

AMELIA ISLAND TOURIST
DEVELOPMENT COUNCIL

James B. Wigginton
Its: Chairman