

**CONTRACTUAL AGREEMENT, between the parties of:**

**Regional Office of Sustainable Tourism**  
2608 Main Street, Lake Placid, NY 12946  
&

**Schroon Lake Area Chamber of Commerce (SLACC)**  
P.O. Box 726, Schroon Lake, NY 12870

**1. WORK/SERVICES TO BE FURNISHED**

Schroon Lake Area Chamber of Commerce, hereafter known as SLACC, agrees to provide, perform, and furnish to the Regional Office of Sustainable Tourism, hereafter known as ROOST, the work and services described in Appendix A.

**2. RELATIONSHIP**

All staff hired by the SLACC shall remain employees of that organization and not of ROOST.

**3. CONTRACT PRICE**

The SLACC agrees to accept, and ROOST agrees to pay the SLACC, the contract price set forth in Appendix B.

**4. CONTRACT TERM**

The term of the agreement is from January 1, 2015 through December 31, 2015 contingent upon the set stipulation as detailed in Appendix C.

**5. ENTIRE AGREEMENT**

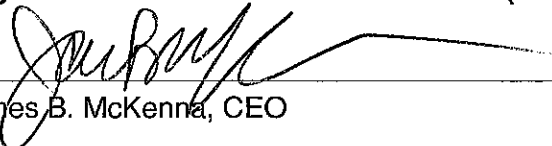
This agreement, including the Appendices referred to herein above, constitutes the entire agreement between the parties, and there are no other agreements, either written or oral, between the parties pertaining to the work and services or the funds encompassed by this agreement.

**6. EXECUTION IN COUNTERPARTS**

This agreement may be executed in counterparts, and when so executed shall be effective to the same extent as though the parties had signed the same document.

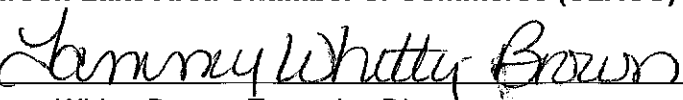
**IN WITNESS WHEREOF** this agreement has been executed by the parties hereto to be effective as of the date set forth above.

**Regional Office of Sustainable Tourism (ROOST)**

By:   
James B. McKenna, CEO

Date: \_\_\_\_\_

**Schroon Lake Area Chamber of Commerce (SLACC)**

By:   
Tammy Whitty-Brown, Executive Director

Date: 06/19/2019

**Appendix A**  
**Description of Services**

**Visitor Center Duties**

1. ROOST hereby contracts with, retains, and engages the SLACC to provide contract marketing support on behalf of the SLACC. Said services are to include but may not be limited to:
  - a) Staff the regional visitor center as deemed necessary according to the season
  - b) Effectively answer telephone calls generated by county-wide or regional marketing initiatives
  - c) Enter contact information into a county-wide visitor database (online contest form) to include name, address, email, check interest categories, and fulfillment requests.
  - d) Notify ROOST of any electronic infrastructure failures
  - e) Act as the Regional Calendar of Events Coordinator - making sure information is entered accurately into the Calendar of Events for your regional website
  - f) Answer emailed responses that are received via web inquiries from the regional website
  - g) Annually work with ROOST to maintain an accurate business listing database to insure that all businesses within the region are represented for use in retention brochures, websites, and general communications within the county
  - h) Continually monitor and proof-read regional information in county-wide brochures to insure that all applicable businesses are represented
  - i) Assist ROOST with the acquiring of prizes for regional website contests as well as with the notifying of the award and it's distribution
  - j) Any other initiatives mutually agreed upon at a later date
  - k) Submit a detailed monthly invoice to ROOST (ATTN: Kristin Strack) to receive the monthly regional support. A monthly activity summary must be included with every invoice (template provided.)

Sample summary:

TASK	How many?	Time spent	Material sent
Events entered into Calendar of Events			X
Answer email responses generated from website	X		
Update regional data of area businesses	X		X
Assist with website contest	X		X
Enter data into online contest form	X		
Proofread regional information	X		X
<b>TOTAL</b>		<b># of HOURS</b>	<b># of PIECES</b>

**EVENT MARKETING**

1. SLACC shall provide ROOST (Attn: Events Manager) an event budget including event name, and approximate projected costs per event to be marketed through the Regional Event Funding line item.
2. The SLACC shall provide data and statistics regarding each supported event do that ROOST is able to further it's ROI (return on investment) reporting as required by the Essex County Board of Supervisors. This data shall include: number of participants, entry fee, email address, and zip codes. The data must be submitted within 60 days of completion of the supported event.

**ROOST Computer/Peripheral Equipment**

**COMPUTER USE POLICY**

The Regional Office of Sustainable Tourism will provide the SLACC with the following equipment for business purposes only:

Intel i5, MS Windows 7 Professional PC

X64, 4 GB RAM

350 GB HD

CD/DVD

MS Keyboard, MS Mouse

LaCie external drive for backup purposes

Apple iPad (including "Lightning to USB Cable" and "USB Power Adapter") -- *Have not reviewed as of 6/19/2015*

The following software is preinstalled on the PC:

Windows 7 Professional

MS Office version 10 - including Word, Excel, Powerpoint, Publisher, Access, and Outlook

Symantec Antivirus

Symantec Endpoint Protection

The above mentioned equipment remains the property of ROOST. ROOST will retain administrative rights on the computer and the SLACC will be set up as a "user" on the system. ROOST will provider a quarterly maintenance service call to monitor performance and troubleshoot and issues that may occur. This quarterly service will be at no charge to SLACC. This will be done in January, April, July, and October during a mutually agreed upon date and time.

In the event that there is an issue with the computer or software, SLACC should contact ROOST as soon as possible. At that point, ROOST will contact their subcontractor to assess the issue and repair the system at the cost of ROOST.

ROOST understands that the SLACC may need other softwares installed on the computer, please list any softwares that the SLACC requires to do their body of work:

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As ROOST retains administrative rights, no other user of the system will be granted permissions to add software to the station. This being said, when this new terminal is installed in the SLACC office by ROOST subcontractor, the subcontractor will load the softwares identified above at no cost to the SLACC. If the software discs are unavailable at the time of installation (agreed upon by both parties), SLACC will be required to make arrangement to have the software loaded at a later date, by ROOST subcontractor, and SLACC will incur the cost of the visit. In addition, is the software is too old to be installed on the new operation system, the subcontractor will advise SLACC of this issue at that time, and SLACC can determine whether SLACC will purchase a newer version of the software or make due with what is provided. If new software is purchased, arrangements will have to be made with ROOST subcontractor, and SLACC will incur the cost.

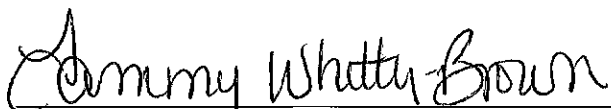
ROOST subcontractor will also migrate data from the old terminal to the new terminal and will perform cursory tests to ensure that everything is in working order. If there is an issue, and more work needs to be done to get the software into working order, SLACC will be required to make arrangements with the subcontractor and will incur the cost of the service.

ROOST subcontractor will also enable printer drivers and ensure that the terminal has printing capability with the hardware SLACC provides. If the hardwares are incompatible, then SLACC will be responsible for purchasing an updated printer and ROOST subcontractor will install the required software at a later date, with the SLACC incurring cost of this service.

If it found that unapproved changes have been made to the system configuration or software by SLACC staff or board members (including miscellaneous downloads from the internet) the SLACC may be subject to technical support fees to rectify the issue.

Acknowledgement of Understanding

I have read and agree to comply with the terms of this policy governing the use of this computer provided by ROOST. I understand that violation of this policy may result in removal of property.



Tammy Whitty-Brown, Executive Director

Date 12/19/2015

**Appendix B**  
**Cost of Services**

**COMPENSATION FOR DUTIES**

The parties acknowledge and understand that the amount paid to the SLACC for the services detailed in Appendix A (duties) shall be paid from funds appropriated and available in ROOST budget and that ROOST shall have no liability under this this contract to the SLACC or to anyone else beyond the funds for this contract, ROOST shall make payments to the SLACC on a monthly basis upon submission of an invoice from the SLACC (for \$1,250), subject to the availability of funds, and not to exceed the annual contract amount of \$15,000.

**EVENT MARKETING SUPPORT**

The parties acknowledge and understand that the amount paid to the SLACC for the services detailed in Appendix A (Event Marketing) shall be paid from funds appropriated and available in ROOST budget and that ROOST shall have no liability under this contract to SLACC or to anyone else beyond the funds for this line item. ROOST shall make payments to the SLACC upon submission of an invoice from the SLACC, subject to the availability of funds and not to exceed Event Marketing line item amount of \$5,250.

**TERMINATION**

In the event that the contract is termination by either party, as indicated in Appendix C, payments to the SLACC will be stopped, with the final payment being made to the SLACC within 60 days, for the last month of service to ROOST.

**Appendix C**  
**Contract Term**

1. Each party does agree and understand that the terms of this contract are dependent upon ROOST maintaining a contract with Essex County for the promotion, publicity, and advertisement of the advantages of Essex County. In the event of the dissolution of the contract between ROOST and Essex County, both the SLACC and ROOST will consider this agreement null and void.
2. In the event that ROOST finds that the SLACC is not fulfilling the terms of this agreement, ROOST will put the SLACC on notice for the following 6-month period. During this 6-month period, a review of the agreement and additional training will be performed. If in the following 6-month period, the SLACC does not meet the expectations of this agreement, ROOST reserves the right to terminate this agreement as necessary.
3. If at anytime the SLACC wishes to terminate this agreement, the SLACC will provide ROOST with a 30-day written notice. Prior to the completion of the 30-days notice, ROOST will regain possession of all electronic infrastructure provided per this agreement.