

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

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

&

**Whiteface Mountain Regional Visitors Bureau (WMRVB)**  
P.O. Box 277, Wilmington, NY 12997

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

Whiteface Mountain Regional Visitors Bureau, hereafter known as WMRVB, 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 WMRVB shall remain employees of that organization and not of ROOST.

**3. CONTRACT PRICE**

The WMRVB agrees to accept, and ROOST agrees to pay the WMRVB, 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**

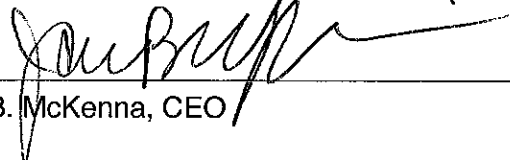
This agreement, including the Appendices referred to herein above, constitutes the entire agreement between the parties, and there are no other agreements, either written or oral, between the parties pertaining to the work and services or the funds encompassed by this agreement.

**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.

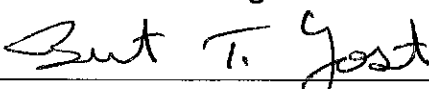
**IN WITNESS WHEREOF** this agreement has been executed by the parties hereto to be effective as of the date set forth above.

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

By:   
James B. McKenna, CEO

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

**Whiteface Mountain Regional Visitors Bureau (WMRVB)**

By:   
Print: Bert T. Yost

Date: 6/25/15

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

**Visitor Center Duties**

1. ROOST hereby contracts with, retains, and engages the WMRVB to provide contract marketing support on behalf of the WMRVB. 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. WMRVB shall provide ROOST (Attn: Events Manager) an event budget including event name, date, approximate projected costs per event to be marketed through the Regional Event Funding line item.
2. The WMRVB shall provide data and statistics regarding each supported event so 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 WMRVB with equipment for business purposes only.

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

This equipment is intended to be used for the following business purposes only:

1. Entering events into the calendar of events
2. Answering emails from visitors/potential visitors received via website
3. Researching and updating regional business information for central database
4. Entering contact data into online database

Any changes to the system configuration or software require prior approval. ROOST requires to be notified of any problems that develop with the equipment in a timely manner.

The WMRVB may be subject to technical support fees for unapproved changes to the system configuration or software, the result of miscellaneous downloads, or any problems that arise due to the use of the equipment other than its intended use as described above.

### 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.

By: Bert T. Yost

Date: 6/25/15

Print: Bert T. Yost

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

**COMPENSATION FOR DUTIES**

The parties acknowledge and understand that the amount paid to the WMRVB 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 contract to the WMRVB or to anyone else beyond the funds for this contract, ROOST shall make payments to the WMRVB on a monthly basis upon submission of an invoice from the WMRVB (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 the amount paid to the WMRVB 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 the WMRVB or to anyone else beyond the funds for this line item. ROOST shall make payments to the WMRVB upon submission of an invoice from the WMRVB, subject to availability of funds and not to exceed the 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 WMRVB will be stopped, with the final payment being made to the WMRVB within 60 days, for the last month of service to ROOST.

**"BIKEFEST" MARKETING**

The Regional Office of Sustainable Tourism will pay from funds appropriated and available in the budget to offset costs for marketing of the event "Bikefest".

ROOST shall have no liability to the WMRVB or to anyone else regarding these funds.

ROOST will make a payment of \$300 upon submission of an invoice from the WMRVB (for \$300), subject to the availability of funds, and not to exceed the stated amount.

**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 WMRVB and ROOST will consider this agreement null and void.
2. In the event that ROOST finds that the WMRVB is not fulfilling the terms of this agreement, ROOST will put the WMRVB 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 WMRVB does not meet the expectations of this agreement, ROOST reserves the right to terminate this agreement as necessary.
3. If at anytime the WMRVB wishes to terminate this agreement, the WMRVB 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.