

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

**Regional Office of Sustainable Tourism**

2608 Main Street, Lake Placid, NY 12946

&

**Ticonderoga Area Chamber of Commerce (TACC)**

132 Montcalm Street, Ticonderoga, NY 12883

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

Ticonderoga Area Chamber of Commerce, hereafter known as TACC, 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 TACC shall remain employees of that organization and not of ROOST.

**3. CONTRACT PRICE**

The TACC agrees to accept, and ROOST agrees to pay the TACC, 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: 6/9/15

**Ticonderoga Area Chamber of Commerce (TACC)**

By:  \_\_\_\_\_

Matthew Courtight, Executive Director

Date: 6/11/15

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

**Visitor Center Duties**

1. ROOST hereby contracts with, retains, and engages the TACC to provide contract marketing support on behalf of the TACC. 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>

## ROOST Computer/Peripheral Equipment

### COMPUTER USE POLICY

The Regional Office of Sustainable Tourism will provide the TACC 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  
External drive for backup purposes

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

*Updated as per Mike Sheer 11/15/13*

*Updated equipment list will be available 06/11/15, following a ROOST subcontractor appointment. That inventory will be then attached to this contract.*

The above mentioned equipment remains the property of ROOST. ROOST will retain administrative rights on the computer and the TACC 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 TACC. 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, TACC 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 TACC may need other softwares installed on the computer, please list any softwares that the TACC requires to do their body of work:

Any updates on current software and programs.

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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 TACC office by ROOST subcontractor, the subcontractor will load the softwares identified above at no cost to the TACC. If the software discs are unavailable at the time of installation (agreed upon by both parties), TACC will be required to make arrangement to have the software loaded at a later date, by ROOST subcontractor, and TACC 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 TACC of this issue at that time, and TACC can determine whether TACC 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 TACC will incur the cost.

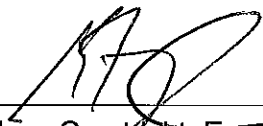
ROOST subcontractor will also migrate data from the old terminal to the new terminal and will perform cursory tests to ensure that everything is in working order. If there is an issue, and more work needs to be done to get the software into working order, TACC will be required to make arrangements with 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 TACC provides. If the hardwares are incompatible, then TACC will be responsible for purchasing an updated printer and ROOST subcontractor will install the required software at a later date, with the TACC incurring cost of this service.

If it found that unapproved changes have been made to the system configuration or software by TACC staff or board members (including miscellaneous downloads from the internet) the TACC 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.

  
\_\_\_\_\_  
Matthew Courtright, Executive Director

Date: 6/1/15

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

**COMPENSATION FOR DUTIES**

The parties acknowledge and understand that the amount paid to the TACC 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 TACC or to anyone else beyond the funds for this contract, ROOST shall make payments to the TACC on a monthly basis upon submission of an invoice from the TACC (for \$1,250), subject to the availability of funds, and not to exceed the annual contract amount of \$15,000.

**TERMINATION**

In the event that the contract is termination by either party, as indicated in Appendix C, payments to the TACC will be stopped, with the final payment being made to the TACC 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 TACC and ROOST will consider this agreement null and void.
2. In the event that ROOST finds that the TACC is not fulfilling the terms of this agreement, ROOST will put the TACC 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 TACC does not meet the expectations of this agreement, ROOST reserves the right to terminate this agreement as necessary.
3. If at anytime the TACC wishes to terminate this agreement, the TACC 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.