

AGENDA
SPECIAL Chaffee County Visitors Bureau Board Meeting
10:00 AM – 11:00 AM Thursday August 11, 2022

Location:

ZOOM

1. Call to Order
2. Public Comment Period – limited to 3 minutes per person
3. Approval of July 26, 2022 Board Meeting Minutes
4. *Printing & Design costs Buena Vista Visitor Guide \$30,000*
5. *Approval of Letter from Chaffee County Visitors Bureau to County Commissioners concerning HB18-1084 Lodging Tax Bill*
6. CCVB fund Rec Rangers and Rec Adopters for 2023 \$170,000.
7. 2023 Video Production contract with 50 West Productions \$77,500
8. Bid notice for website redesign. Contract with SimpleView ends June 2024.
9. Advertising contract with Miles Partnership \$96,971
10. *2023 Budget Discussion*
11. Marketing Director Report
12. Board Member Reports – up to 15 minutes Questions and comments about board reports.
13. Meeting Adjourned

Topic: Chaffee County Visitors Bureau

Please download and import the following iCalendar (.ics) files to your calendar system.

Monthly:

https://zoom.us/meeting/tJ0vdeigrTwvG9SMnm5V8dKIWibljvzEoat6/ics?icsToken=98tyKuChrDkrEteStRiHRox5Aljod_zztmZYjfpusRHoVhYlZij6AetAG7hpCv3f

Join Zoom Meeting

<https://zoom.us/j/99221837510?pwd=T1pFK01QNWplMWxZUMRsSU91eTJZZz09>

Meeting ID: 992 2183 7510

Passcode: 659336

One tap mobile

+13462487799,,99221837510#,,,,*659336# US (Houston)

+16699006833,,99221837510#,,,,*659336# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)

Meeting ID: 992 2183 7510

Passcode: 659336

Find your local number: <https://zoom.us/j/99221837510>

July 29, 2022

Chaffee County Visitors Bureau

Scott Peterson Marketing Director

Dear Scott Peterson,

The Buena Vista Chamber of Commerce is requesting funding for our annual Visitor's Guide and in honor of that we want to offer a full-page ad in the Visitor's Guide for CCVB.

This guide not only enhances the visitor experience, but it also attracts potential visitors with it being chock full of great information about our town and things to do in the surrounding areas. This year's edition will include information and a power packed article on different offerings our county has in the winter months as we continue efforts to boost our off-season traffic so that our businesses can thrive throughout the entire year.

These funds will be used for 1,500 copies of this publication. Many of these will be placed in local businesses & lodging establishments, and we certainly hand a good percentage out to visitors at the Chamber. The Chamber has great relationships with many surrounding destination towns, and we ship a percentage of them to these Chambers and Visitor Centers. Potential visitors who are considering our town as their destination can also order a copy on our website, as well as view the online version.

There is cost involved in creating and producing this publication and we are requesting funding from the Chaffee County Visitors Bureau in the amount of \$30,000 to offset the cost to the Chamber. Again, we would like to promote CCVB and the Adventure By Nature Pledge in the publication.

The \$30,000 will be used as follows:

- \$ 5,500 Design/Layout
- \$22,230 Printing (Please see email for attached estimate from Publication Printers)
- \$ 2,270 Shipping (this is for original shipment and throughout the year)

If you have any questions, please reach out to Heather Rupska with the Buena Vista Chamber of Commerce.

Thank you for your consideration,

Heather Rupska

Executive Director

Buena Vista Chamber of Commerce

719.395.6612

director@buenavistacolorado.org

Publication Printers_{corp.}

2001 S. Platte River Drive • Denver, Colorado 80223 Phone: 303-936-0303 • Fax: 303-937-5400

Quality Web Printing

Proposal for Buena Vista Chamber of Commerce
111 East Main Street

Contact: Buena Vista CO 81211
Melissa Traynham
Office: 719-395-6612
E-Mail: director@buenavistacolorado.org

Job Description: Buena Vista Chamber Magazine 2022 136+4

Quantities: 15,000

Page Count: 136 page + 4 page cover

Prepress: Print Ready PDF Files

Proofs: Digital Press

Ink: 4 Color Process

Flood Gloss UV Inline *(Please See Terms and Conditions on Page 2)*

Paper: 18" 100# #3 Gloss Text

17.5" 45# #4 Gloss

35" 45# #4 Gloss

Trim Size: 8.3750 x 10.8750

Bindery: Perfect Binding

Packaging: CARTON PACK

Details: Includes cost to Inline Flood Gloss UV F&B Cover

Includes cost to carton pack in 40's

Includes cost for a digital edition

Includes cost to prep 120 packages for shipping

Delivery: FOB our Dock

Pricing:	Quantity	Price	Price per additional 1000 (for increased quantities only)
	15,000	\$22,230.81	\$1,065.01

Digital (Online) Magazines, mounted posters and case bound books are available at additional cost.

Alterations after the proofing stage will incur additional processing charges.

Please speak to your sales representative for details.

Estimate prices & customer purchase orders will be honored for 30 days from proposal date.

Publication Printers_{corp.}

2001 S. Platte River Drive • Denver, Colorado 80223 Phone: 303-936-0303 • Fax: 303-937-5400

Quality Web Printing

Proposal for Buena Vista Chamber of Commerce
111 East Main Street

Buena Vista CO 81211
Melissa Traynham

Date: 7/29/22
Estimate : 199792
Page : Page 2 of 2
Sales Rep : Jeff Marotz
Customer #: 2531

PROPOSAL TERMS & CONDITIONS

Publication Printers Corp. conducts business in accordance with the standards and trade customs generally accepted in the printing industry as specified by the Printing Industries of America.

Prices:

1. Are valid for 30 days from proposal date.
2. Do not include sales tax. Publication Printers Corp. is obligated to collect sales tax for the State of Colorado and the City of Denver. Sales tax is assessed based upon the point of exchange of final product.
3. Should Publication Printers Corp. incur a paper price increase within the 30 day time period, prices may be subject to change.
4. Prepress services and proofs are as specified are included in prices. Pricing based on "print-ready" files, no manipulation necessary. Should files require additional work, Publication Printers Corp. will do the work up to \$300 without further notice. File work exceeding \$300 will require the job be placed on hold until Customer is notified.
5. Freight prices quoted as per delivery location specified by Customer. If no delivery location is specified, prices based on FOB Publication Printers Corp. dock (FOB our dock).
 - a. Freight prices are approximate and cannot be guaranteed.
 - b. Unless otherwise specified on this Proposal, freight is quoted as dock to dock service. Additional charges may apply.
6. Mail prices do not include postage, foreign mail or list purchases.

Claims:

1. All claims for defective or damaged goods or for shortages must be made in writing within 10 calendar days after the receipt of goods. Failure to do so shall constitute irrevocable acceptance of the goods and a waiver of any defect, damage or shortage. Publication Printers Corp.'s liability shall be limited to the quoted price per copy of any defective goods, and in no event include special or consequential charges.
2. Claims of invoice discrepancies must be made in writing within 30 calendar days of invoice date.
3. Whether due to Publication Printers negligence, breach of contract, breach of warranty, quality issues, or any other claim at law or equity, will not exceed Publication Printers invoiced price allocable to the specific portion of the work that gave rise to the liability.

Payment terms: Customer will be notified in writing of payment terms by Publication Printers Corp.'s Credit Department. Publication Printers Corp.'s standard terms are Net 30 pending credit approval.

Orders: Acceptance of orders is subject to credit approval. Cancelled orders require compensation for incurred costs and related obligations.

Accuracy of Specifications: Prices quoted are based on the accuracy of the specifications provided. Publication Printers Corp. may re-quote a job at time of submission if files do not conform to the information on which the original quote was based.

Venue: In the event of suit regarding this contract, then venue and jurisdiction shall be in the County of Denver, CO. The parties agree and stipulate that the terms of this contract are to be performed in said County.

Electronic Files: It is the Customer's responsibility to maintain a copy of the original file. Publication Printers Corp. is not responsible for accidental damage to media supplied by the Customer or for the accuracy of content.

Color Proofing: Due to differences in equipment, paper, inks, monitors, etc., a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.

UV Coating: Semi Matte and Rough UV coatings have a texture variation in laydown, feel and appearance from print to print due to fluctuation in our manufacturers' materials and ingredients. Publication Printers will not be liable for this variation and will not be financially responsible for any special, incidental, or consequential damages, including lost sales and profits.

Overruns / Underruns: Overruns or underruns will not exceed 3 percent of the quantity ordered. If Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

Outside Purchases: Unless otherwise agreed upon in writing, all outside purchases as requested or authorized by the Customer are chargeable.

Indemnification: To the extent permitted by law, customer agrees to hold Publication Printers Corp. harmless and save, indemnify, and otherwise defend against claims, demands, actions and proceedings, on any and all grounds.

1. **Copyrights.** Customer warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. Customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, Customer agrees to indemnify and hold Publication Printers Corp. harmless for all liability.
2. **Personal or Economic Rights.** Customer warrants that the work does not contain anything that is libelous or scandalous or anything that threatens anyone's right to privacy or other personal economic rights. Customer will, at Customer's sole expense, promptly and thoroughly defend Publication Printers Corp. in all legal actions on these grounds as long as Publication Printers Corp:
 - a. Promptly notifies Customer of legal action
 - b. Gives Customer reasonable time to undertake and conduct a defensePublication Printers Corp. reserves the right to refuse to print anything Publication Printers Corp. deems libelous, scandalous, improper or infringing on copyright law.

Storage: Publication Printers Corp. will retain intermediate materials used until the related end product has been accepted by the customer. If requested by the Customer, intermediate materials will be stored for an additional period at an additional charge. Publication Printers Corp. is not liable for any loss or damage to stored material beyond what is recoverable by Publication Printers Corp.'s fire and extended insurance coverage.

By signing the Proposal you, the Customer, agree to the above terms and conditions. Failure to sign and return this document to your Publication Printers Corp. representative may result in new prices and/or production delays.

Jeff Marotz

Accepted this _____ day of _____, 20____

Publication Printers Corp.

By: _____



The Official Publisher for Colorado Tourism Office
 13952 Denver West Parkway Suite 200 Lakewood, CO 80401
 Pat Attkisson
 pat.attkisson@milespartnership.com



July 28, 2022

Opportunity ID: 0064U00000nsSKTQA2

CUSTOMER INFORMATION	BILLING INFORMATION	PRODUCTION INFORMATION
Chaffee County Visitors Bureau Scott Peterson P.O. Box 699 Salida, Colorado 81201 scott@colorfulcolorado.com	Chaffee County Visitors Bureau Scott Peterson P.O. Box 699 Salida, Colorado 81201 scott@colorfulcolorado.com	Primary Contact: Scott Peterson scott@colorfulcolorado.com Secondary Contact:

Publication/Size/Shape	Pricing		Discount	Net Amount
2023 Colorado Tourism Office: Web Display (Programmatic)	Qty/Impressions**	2,051,984		\$15,000.00
	Unit Price:	\$15,000.00		
Start Date: Jan 1, 2023 End Date: June 15, 2023 Payment Schedules: Bill on Break/Start Date Payment Start Date: January 1, 2023				
2023 Colorado.com: Brand Channel (12 months)	Qty/Impressions**	1		\$18,500.00
	Unit Price:	\$18,500.00		
Start Date: Jan 1, 2023 End Date: December 31, 2023 Payment Schedules: Bill on Break/Start Date Payment Start Date: January 1, 2023				
2023 Colorado.com: Online Lead Generation - 12 month	Qty/Impressions**	1		\$5,100.00
	Unit Price:	\$5,100.00		
Start Date: Jan 1, 2023 End Date: December 31, 2023 Payment Schedules: Bill on Break/Start Date Payment Start Date: January 1, 2023				
2023 Colorado.com: Native	Qty/Impressions**	600,000		\$10,500.00
	Unit Price:	\$10,500.00		
Start Date: Jan 1, 2023 End Date: December 31, 2023 Payment Schedules: Bill on Break/Start Date Payment Start Date: January 1, 2023				
2023 Colorado.com: Native Rewards	Qty/Impressions**	600,000		\$0.00
	Unit Price:	\$0.00		
Start Date: Jan 1, 2023 End Date: December 31, 2023 Payment Schedules: Bill on Break/Start Date Payment Start Date: January 1, 2023				
2023 Colorado Tourism Office: Web Display (Programmatic)	Qty/Impressions**	2,051,984		\$15,000.00
	Unit Price:	\$15,000.00		
Start Date: Aug 15, 2023 End Date: August 31, 2023 Payment Schedules: Bill on Break/Start Date				

Payment Start Date: August 15, 2023

2023 Colorado.com: City Page	Qty/Impressions**	2	Type	Multi-	\$0.00
	Unit Price:	\$10,000.00	Amount	Product	
			Percent	\$10,000.00	
				100.00 %	

Start Date: Jan 1, 2023
End Date: December 31, 2023
Payment Schedules: Bill on Break/Start Date
Payment Start Date: January 1, 2023

2023 Colorado Tourism Office: State Vacation Guide Listing (Combo) - Print	Qty/Impressions**	3		\$1,791.00
	Unit Price:	\$597.00		

Start Date: Dec 2022
End Date:
Payment Schedules: Bill on Break/Start Date
Payment Start Date: December 15, 2022

2023 Colorado Tourism Office: Colorado.com (Combo) - Web	Qty/Impressions**	3		\$1,194.00
	Unit Price:	\$1,194.00		

Start Date: Jan 1, 2023
End Date: December 31, 2023
Payment Schedules: Bill on Break/Start Date
Payment Start Date: January 1, 2023

* End Date is estimated for impression-based campaigns
** Rewards not guaranteed. Quantity not to exceed contracted amount.

Grand Total:	\$67,085.00
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TERMS AND ACCEPTANCES:
I have read this contract, the additional contract terms, and the payment terms listed above and I accept it on behalf of the Customer:

Authorized Signature: _____ Date: _____ Account Executive: _____ Date: _____

EARLY PAYMENT OPTIONS:		
ACH/Wire	Check	Credit Card
Capital One Bank 299 Park Avenue New York, NY 10171 ABA# 065000090 SWIFT/IBN#: HIBKUS44 ACCT# 7057503139	Miles Partnership LLLP PO Box 54133 New Orleans, LA 70154 *Returned checks subject to \$20.00 NSF Fee	If you would like to make payment by Credit Card, please email: AR-TEAM@MILESPARTNERSHIP.COM

ADVERTISING AGREEMENT

Publisher	Miles Partnership, LLLP 6751 Professional Parkway, Suite 200 Sarasota, FL 34240
Advertiser	Chaffee County Visitors Bureau P.O. Box 699 Salida, Colorado 81201
Effective Date	July 28, 2022

This Advertising Agreement ("Agreement") is between Publisher and Advertiser (or, if an Agency is identified above, is among Publisher, Advertiser and Agency). Advertiser and Agency, if applicable, are collectively referred to in this Agreement as "Advertiser". This Agreement, if signed by authorized representatives of both parties, is effective as of the Effective Date set forth above.

1. Definitions.

- a. "Advertisement" means a unit of content comprised of one or more elements of text, graphics, photographs and audiovisual materials, used for purposes of marketing and promoting Advertiser's goods or services.
- b. "Insertion Order" means a written request from Advertiser to Publisher to place one or more Advertisements within available Inventory.
- c. "Inventory" means space within one or more publications, platforms or other contexts controlled by or available to Publisher for the placement of Advertisements.
- d. "Services" means Publisher's publication of Advertisements in accordance with the terms and conditions of this Agreement.

2. Publishing of Advertisements.

- a. Advertiser may provide Advertisements to Publisher, together with an Insertion Order, and Publisher will, in accordance with the terms and conditions of this Agreement, undertake commercially reasonable efforts to publish the Advertisement in accordance with the Insertion Order.
- b. Publisher may provide specifications to Advertiser concerning the content of the Advertisements. Publisher will have no obligation to publish any Advertisement that does not conform to such specifications. Publisher may decline to publish any Advertisement that contains any content or links to content Publisher believes in its sole discretion to be objectionable.
- c. The parties may agree that Advertiser will develop Advertisements for or on behalf of Advertiser. Except for content provided to Publisher to be included in such Advertisements, Publisher will own all copyright rights in Advertisements it develops. Publisher shall have no obligation to return any materials to Advertiser that Advertiser provides for use in the development of any Advertisement.
- d. Advertiser will be responsible for the accuracy and the appearance of content within Advertisements. Publisher will have no liability for the publication of any content within an Advertisement approved by Advertiser. Advertiser acknowledges and agrees that it will not have the opportunity to review Advertisements submitted following any applicable deadline for submission of such materials, and agrees that Publisher shall have no liability concerning such late-submitted materials. Deadline for material submission will be communicated by Publisher to Advertiser within 5 days after receipt of signed contract. Advertiser acknowledges and agrees that final Advertisements, particularly printed materials, may have slight color or layout differences from final proofs, and agrees that Publisher shall have no liability for such differences.

- 3. Payment.** Advertiser will pay to Publisher the fees in the amounts as agreed from time to time between the parties or in accordance with Publisher's then-current rate card. Publisher will submit invoices of the fees due and payable to it under this Agreement, and Advertiser will pay amounts due under such invoices. Invoices shall be due and payable upon receipt. Payments more than 30 days overdue are subject to interest of 1.0% per month on any overdue amounts, or the maximum permitted by law, whichever is less. The specific Advertiser identified above shall be jointly and severally responsible with any applicable Agency identified above for the payment of amounts due under this Agreement, together with any costs of collection of overdue amounts (including reasonable attorney's fees).

- 4. Term and Termination of Agreement.** The term of this Agreement will begin on the Effective Date and will continue until terminated by both parties by mutual agreement, or by one party by giving at least thirty (30) day's written notice of termination to the other party. This Agreement will govern all Insertion Orders that Advertiser issues and Publisher accepts during the term of this Agreement. Any provision of this Agreement that would by its nature survive termination (including but not limited to sections titled "Defense and Indemnification," "Limitation of Liability" and "General") will survive.

5. **Cancellation of Particular Advertisements.** Advertiser may request cancellation of Advertisements for which it has submitted an Insertion Order that Publisher has accepted. Publisher will make reasonable efforts to stop the publication of such Advertisements prior to the "close date" provided by the publication or platform on which the Advertisement was to appear. Publisher will refund or credit any amounts for successfully canceled Advertisements in accordance with this section.
6. **Modification of Particular Advertisements.** Advertiser may request a timing modification of Advertisements for which it has submitted an Insertion Order that Publisher has accepted. Publisher will make reasonable efforts to modify the timing of such Advertisements. Publisher may require Advertiser to complete and sign a written amendment to this Agreement that sets forth the modification of the timing of such Advertisements. Advertiser agrees to pay any additional amounts reasonably incurred in connection with any modification described in this provision.
7. **Warranties and Representations.**
 - a. Each party warrants and represents to the other that (i) it will comply with all applicable laws, rules and regulations in connection with its performance under this Agreement, (ii) that it is a business entity duly formed and in good standing, (iii) that it has full authority to enter into this Agreement and that the respective signatories below are authorized to act on its behalf, and (iv) entering into this Agreement will not violate any other agreement to which it is a party.
 - b. Advertiser represents and warrants to Publisher that it has all necessary rights to request Publisher to publish the Advertisements, that none of the Advertisements provided to Publisher, or any element of any Advertisement provided to Publisher, will infringe upon any copyrights, trademark rights, rights of publicity, or other proprietary right of any third party, and that such Advertisements will not contain any subject matter that is defamatory, obscene or which would otherwise subject Publisher to liability to any third party.
8. **DISCLAIMERS.** Publisher does not warrant that the Services will meet all of Advertiser's requirements or that performance of the Services will be uninterrupted or error-free. PUBLISHER MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.
9. **Defense and Indemnification.** Advertiser will (a) at its cost and expense, using counsel of its choice, defend Publisher in connection with any third party claim (regardless of whether suit is brought) that any portion of any Advertisement infringes any intellectual property rights of any third party, or otherwise arising from any breach by Advertiser of this Agreement (including any warranties or representations herein); and (b) indemnify Publisher for all amounts finally entered as a judgment under such claim, or agreed to in settlement by Publisher in the defense.
10. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 9 (DEFENSE AND INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER (INCLUDING FOR LOST PROFITS) EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO PUBLISHER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.
11. **Notices.** All notices under this Agreement must be in writing and will be sufficient if delivered personally or sent by nationally-recognized overnight courier or by certified mail, postage prepaid, return receipt requested, to the addresses set forth at the beginning of this Agreement, or to any other address provided in accordance with this section.
12. **General.** This Agreement will be governed in all respects by the laws of the State of Florida, without regard to conflict of law provisions. Both parties agree that any dispute between them must be resolved exclusively by a state or federal court located in the Middle District of Florida. Both parties submit to the personal jurisdiction of the courts located within the Middle District of Florida. This Agreement may be executed in counterparts and such counterparts, taken together, will be one and the same Agreement. An accurate facsimile or electronic copy of an executed copy of this Agreement will constitute an original. All waivers must be in writing, and signed by the party waiving its rights. If any court of competent jurisdiction finds any portion of any provision of this Agreement to be unenforceable, the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected. This Agreement, together with any schedules, is the entire agreement between the parties with respect to its subject matter, and supersedes all other agreements (express or implied), proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Any amendment to this Agreement must be in writing and signed by the parties.

The parties have executed this Agreement to be effective on the date first written above.



The Official Publisher for Colorado Tourism Office
 13952 Denver West Parkway Suite 200 Lakewood, CO 80401
 Pat Attkisson
 pat.attkisson@milespartnership.com



August 8, 2022

Opportunity ID: 0064U00000mvJ7IQAU

CUSTOMER INFORMATION	BILLING INFORMATION	PRODUCTION INFORMATION
Chaffee County Visitors Bureau Scott Peterson P.O. Box 699 Salida, Colorado 81201 scott@colorfulcolorado.com	Chaffee County Visitors Bureau Scott Peterson P.O. Box 699 Salida, Colorado 81201 scott@colorfulcolorado.com	Primary Contact: Scott Peterson scott@colorfulcolorado.com Secondary Contact:

Publication/Size/Shape	Pricing	Discount	Net Amount
2023 Colorado Tourism Office: State Vacation Guide 2 Page	Qty/Impressions** 1 Unit Price: \$29,886.00		\$29,886.00
Start Date: Dec 2022 End Date: Payment Schedules: Bill on Break/Start Date Payment Start Date: December 15, 2022 Special Instructions: Inside Front Cover Spread			

* End Date is estimated for impression-based campaigns

** Rewards not guaranteed. Quantity not to exceed contracted amount.

Grand Total: \$29,886.00

TERMS AND ACCEPTANCES:

I have read this contract, the additional contract terms, and the payment terms listed above and I accept it on behalf of the Customer:

Authorized Signature: _____ Date: _____

Account Executive: _____ Date: _____

EARLY PAYMENT OPTIONS:		
ACH/Wire	Check	Credit Card
Capital One Bank 299 Park Avenue New York, NY 10171 ABA# 065000090 SWIFT/IBN#: HIBKUS44 ACCT# 7057503139	Miles Partnership LLLP PO Box 54133 New Orleans, LA 70154 *Returned checks subject to \$20.00 NSF Fee	If you would like to make payment by Credit Card, please email: AR-TEAM@MILESPARTNERSHIP.COM

ADVERTISING AGREEMENT

Publisher	Miles Partnership, LLLP 6751 Professional Parkway, Suite 200 Sarasota, FL 34240
Advertiser	Chaffee County Visitors Bureau P.O. Box 699 Salida, Colorado 81201
Effective Date	August 8, 2022

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- c. "Inventory" means space within one or more publications, platforms or other contexts controlled by or available to Publisher for the placement of Advertisements.
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- c. The parties may agree that Advertiser will develop Advertisements for or on behalf of Advertiser. Except for content provided to Publisher to be included in such Advertisements, Publisher will own all copyright rights in Advertisements it develops. Publisher shall have no obligation to return any materials to Advertiser that Advertiser provides for use in the development of any Advertisement.
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- 7. Warranties and Representations.**
- a. Each party warrants and represents to the other that (i) it will comply with all applicable laws, rules and regulations in connection with its performance under this Agreement, (ii) that it is a business entity duly formed and in good standing, (iii) that it has full authority to enter into this Agreement and that the respective signatories below are authorized to act on its behalf, and (iv) entering into this Agreement will not violate any other agreement to which it is a party.
 - b. Advertiser represents and warrants to Publisher that it has all necessary rights to request Publisher to publish the Advertisements, that none of the Advertisements provided to Publisher, or any element of any Advertisement provided to Publisher, will infringe upon any copyrights, trademark rights, rights of publicity, or other proprietary right of any third party, and that such Advertisements will not contain any subject matter that is defamatory, obscene or which would otherwise subject Publisher to liability to any third party.
- 8. DISCLAIMERS.** Publisher does not warrant that the Services will meet all of Advertiser's requirements or that performance of the Services will be uninterrupted or error-free. PUBLISHER MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.
- 9. Defense and Indemnification.** Advertiser will (a) at its cost and expense, using counsel of its choice, defend Publisher in connection with any third party claim (regardless of whether suit is brought) that any portion of any Advertisement infringes any intellectual property rights of any third party, or otherwise arising from any breach by Advertiser of this Agreement (including any warranties or representations herein); and (b) indemnify Publisher for all amounts finally entered as a judgment under such claim, or agreed to in settlement by Publisher in the defense.
- 10. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 9 (DEFENSE AND INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER (INCLUDING FOR LOST PROFITS) EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO PUBLISHER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.
- 11. Notices.** All notices under this Agreement must be in writing and will be sufficient if delivered personally or sent by nationally-recognized overnight courier or by certified mail, postage prepaid, return receipt requested, to the addresses set forth at the beginning of this Agreement, or to any other address provided in accordance with this section.
- 12. General.** This Agreement will be governed in all respects by the laws of the State of Florida, without regard to conflict of law provisions. Both parties agree that any dispute between them must be resolved exclusively by a state or federal court located in the Middle District of Florida. Both parties submit to the personal jurisdiction of the courts located within the Middle District of Florida. This Agreement may be executed in counterparts and such counterparts, taken together, will be one and the same Agreement. An accurate facsimile or electronic copy of an executed copy of this Agreement will constitute an original. All waivers must be in writing, and signed by the party waiving its rights. If any court of competent jurisdiction finds any portion of any provision of this Agreement to be unenforceable, the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected. This Agreement, together with any schedules, is the entire agreement between the parties with respect to its subject matter, and supersedes all other agreements (express or implied), proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Any amendment to this Agreement must be in writing and signed by the parties.

The parties have executed this Agreement to be effective on the date first written above.

		Budgeted 2021	Proposed 2022	Budgeted 2022	Budgeted 2023
014-4500-42050	Legal Services	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
014-4500-42100	Office Supplies	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
014-4500-43100	Computer Services	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
014-4500-43200	Gen Fund Contr Services	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
014-4500-43210	Telephone	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
014-4500-43220	Postage	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00
014-4500-43300	Travel & Transportation	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
014-4500-43415	Offline Marketing	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
014-4500-43520	VG Production	\$50,000.00 \$50,000.00		\$ 50,000.00	\$ 50,000.00
014-4500-43815	Website & Email Maint	\$62,150		\$ 62,500.00	\$ 62,500.00
014-4500-43600	Co-Op Advertising	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
014-4500-43835	Marketing Director	105,000 105,000		\$ 105,000.00	\$ 105,000.00
014-4500-43855	Content Creator	30,000		\$ 30,000.00	\$ 30,000.00
014-4500-43860	Online CTO Grant	\$50,000	\$60,000	\$ -	\$ -
014-4500-43880	Online Marketing	\$ 377,150.00	\$ 705,650.00	\$ 481,000.00	\$ 459,000.00
014-4500-43895	Sustainable Tourism			\$ 500,000.00	\$ 300,000.00
014-4500-43885	Monarch Mountain	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
014-4500-43890	VG Fulfillment	40,000 40,000		\$ 40,000.00	\$ 40,000.00
014-4500-43920	Video Production	\$ 64,000.00	\$ 70,500.00	\$ 70,500.00	\$ 77,500.00
014-4500-43945	FAM Tours	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
014-4500-44100	Misc Expenses	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
014-4500-44200	Dues & Meetings	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
014-4500-44500	Treasurer Fees	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
014-4500-44910	Photo	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Totals		\$ 900,000.00	\$ 1,157,850.00	\$ 1,465,100.00	\$ 1,250,100.00