

AGENDA
Chaffee County Visitors Bureau Board Meeting
3:00PM August 27, 2024
Location:
VIRTUAL

1. Call to Order
2. Introduction of Chaffee County Visitors Bureau Board Candidates: Joni Baker, Woodland Motel, Terry Deveney, GRI, Owner/Manager, Pinon Vacation Rentals, Broker Associate Pinon Real Estate Group, Jillian Chernofsky, Creekside Chalets
3. Public Comment Period – limited to 3 minutes per person
4. Approval of Meeting Minutes July 30, 2024
5. Miles Partnership Colorado Tourism Office Advertising - \$72,600
6. Colorado Tourism Office Matching Marketing Grant - \$20,000 CCVB Match **Streaming the Sounds of Chaffee County** Deadline September 10, 2024 - \$60,000 Budget
7. [Stakeholder Survey](#), [Visitor Survey](#)
8. Marketing Director Report
9. Board Member Reports – up to 15 minutes Questions and comments about board reports
10. Meeting Adjourned

ZOOM

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_zztmZYifpusRHoVhYLZij6AetAG7hpCv3f

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/u/acPDH0j7ah>

**Chaffee
County**

Chaffee County Administrative Specialist <chaffeeadmin@chaffeecounty.org>

Letter of Intent CCVB Board Member

1 message

Jillian Chernofsky <jillian@creeksidechalets.com>
To: chaffeeadmin@chaffeecounty.org

Thu, Aug 15, 2024 at 3:00 PM

Hey Tara

I am interested in serving on the board for the visitors bureau. I have attached a letter of intent and hope to learn more about serving on this valuable board. Please let me know if you have any questions or need any additional information. I will plan to attend the August 27th meeting and look forward to hearing from you.



CCVB Letter of Intent

Safe Travels,
Jillian Chernofsky[Creekside Chalets](#)**Phone:** 719-539-6953**Mobile:** 970-485-9354[16724 Highway 50](#)[Salida, CO 81201](#)



Aug 15, 2024

To: Chaffee County Visitors Bureau
From: Jillian Chernosky
Re: Board Member Position

I am interested in serving on the board for the Chaffee County Visitors Bureau. My husband and I own [Creekside Chalets](https://www.creeksidechalets.com) on Monarch Pass which is a short term lodging business with nine chalets and three creekside campsites. I have a keen interest in attracting visitors to the valley and being able to share all the spectacular recreation, shopping, arts and music that make this area so vibrant. I have a background in marketing, accounting and business management & development. I love working with like minded entrepreneurs that are passionate about offering quality products and services that keep clients coming back. I think I would be a good fit for the board as I have operated & grown our business over the last eight years in the valley and have valuable insight into the tourism industry. I love to collaborate with other business owners and promote this beautiful region. I am creative, organized, data driven and focused on finding different ways to create economic prosperity for business enterprises by working together. For example, I've created a [Travel & Resource Guide](#) for the area promoting shopping, dining and activities for our guests to enjoy. I feel confident that collaboration amongst businesses is the best way for our community to succeed.

I look forward to learning more about the board and finding solutions that help the tourism sector in Chaffee County continue to prosper.

Thank you for your time and consideration.

**Chaffee
County**

Chaffee County Administrative Specialist <chaffeeadmin@chaffeecounty.org>

Chaffee County Visitors Bureau

1 message

Joni Baker <jjlrjdbaker@gmail.com>
To: chaffeeadmin@chaffeecounty.org

Wed, Aug 14, 2024 at 1:09 PM

Good Afternoon,

I would like to express my interest in becoming a part of the Chaffee County Visitors Bureau. I have been a member of the Salida Community for 11 years and more recently the owner of the Woodland Motel in 2021. As a small business owner I have a new understanding of the types of visitors coming to our area and the diversity of those visitors across all seasons. I value the collaboration of this community and our welcoming embrace of tourists. As the vice president of the Salida Chamber I have developed an improved understanding of other businesses' needs. I would love the opportunity to speak with you about this opportunity..

Joni Baker
Woodland Motel
7404381279

**Chaffee
County**

Chaffee County Administrative Specialist <chaffeeadmin@chaffeecounty.org>

Letter of Intent for Chaffee County Visitors Bureau

1 message

Terry Deveney <tdeveney@pinonrealestate.com>

Tue, Aug 13, 2024 at 3:19 PM

To: "chaffeeadmin@chaffeecounty.org" <chaffeeadmin@chaffeecounty.org>

Dear Chaffee County Visitors Bureau,

I am writing to express my interest in joining the board of directors at the Chaffee County Visitors Bureau.

With six years of experience in the tourism industry, I have developed a deep understanding and appreciation for the vital role tourism plays in our community. My tenure as past board president of the Heart of the Rockies Chamber of Commerce and my ten years on the FIBArk Board of Directors, including three years as president, have equipped me with the leadership skills and vision necessary to contribute effectively to the Visitors Bureau.

I am deeply committed to community service and have been actively seeking new volunteer opportunities that align with my passion for promoting tourism and supporting local businesses. Joining the board of directors at the Chaffee County Visitors Bureau would be an excellent opportunity for me to utilize my skills and experience to further the goals of the organization and contribute to the growth and development of our community.

Thank you for considering my application. I look forward to the possibility of working together to enhance the tourism experience in Chaffee County.

Sincerely,

Terry Deveney, GRI

Owner/Manager

Pinon Vacation Rentals

Broker Associate

Pinon Real Estate Group

Cell 719.293.3333



The Official Publisher for Colorado Tourism Office
13952 Denver West Parkway Suite 200 Lakewood, CO 80401
Pat Attkisson

pat.attkisson@milespartnership.com



8/8/2024

Opportunity ID: 006Pk00000Fb862IAB

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

Publication/Size/Shape	Pricing		Net Amount
2025 Colorado.com: Online Lead Generation - 12 month	Qty/Impressions** Unit Price:	1.00 \$5,100.00	\$5,100.00
Start Date: 12/31/2024 End Date: 12/30/2025 Payment Schedules: Bill on Break/Start Date Payment Start Date: 12/31/2024 Schedule Notes: Special Instructions:			
2025 Colorado.com: Native	Qty/Impressions** Unit Price:	1,000,000.0 0 \$17,500.00	\$17,500.00
Start Date: 12/31/2024 End Date: 12/30/2025 Payment Schedules: Bill on Break/Start Date Payment Start Date: 12/31/2024 Schedule Notes: Special Instructions:			
2025 Colorado.com: Native Rewards	Qty/Impressions** Unit Price:	1,000,000.0 0 \$0.00	\$0.00
Start Date: 12/31/2024 End Date: 12/30/2025 Payment Schedules: Bill on Break/Start Date Payment Start Date: 12/31/2024 Schedule Notes: Special Instructions:			
2025 Colorado.com: City Page	Qty/Impressions** Unit Price:	2.00 \$10,000.00	\$10,000.00
Start Date: 1/1/2025 End Date: 12/31/2025 Payment Schedules: Bill on Break/Start Date Payment Start Date: 1/1/2025 Schedule Notes: Special Instructions: Salida and Buena Vista city pages			

Start Date: 9/15/2025
End Date: 9/15/2025
Payment Schedules: Bill on Break/Start Date
Payment Start Date: 9/15/2024
Schedule Notes:
Special Instructions:

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

Grand Total: \$32,600.00

Special Instructions:

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:

Account Executive:

DocuSigned by:
Pat Attkisson
016B6755E76E437...

Date:

Date: 8/8/2024

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 669418 Dallas, TX 75266-9418 *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, CO 81201
Effective Date	8/8/2024

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.**
- 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.
 - 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.



Adgenuity, LLC
(A Miles Partnership Company)
13952 Denver West Parkway Suite 200 Lakewood, CO 80401
Pat Attkisson
pat.attkisson@milespartnership.com

8/8/2024

Opportunity ID: 006Pk00000FijxlAB

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

Publication/Size/Shape	Pricing		Net Amount
2025 Programmatic Media Campaign - Native and Display	Qty/Impressions**	2,500,000.0	\$20,000.00
	Unit Price:	0	
		\$20,000.00	
Start Date: 1/1/2025 End Date: 6/14/2025 Payment Schedules: Bill on Break/Start Date Payment Start Date: 1/1/2025 Schedule Notes: Special Instructions:			
2025 Programmatic Media Campaign - Native and Display	Qty/Impressions**	2,500,000.0	\$20,000.00
	Unit Price:	0	
		\$20,000.00	
Start Date: 8/14/2025 End Date: 12/31/2025 Payment Schedules: Bill on Break/Start Date Payment Start Date: 8/14/2025 Schedule Notes: Special Instructions:			

* End Date is estimated for impression-based campaigns

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

Grand Total: \$40,000.00**Special Instructions:****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:**Account Executive:**

DocuSigned by:

Pat Attkisson

016B6755E76E437...

Date:**Date: 8/8/2024****EARLY PAYMENT OPTIONS:**

ACH/Wire

Check

Credit Card

Capital One Bank 299 Park Avenue New York, NY 10171 ABA# 065000090 SWIFT/IBN#: HIBKUS44 ACCT# 7528981240	Adgenuity LLC 13952 Denver West Parkway, Suite 200 Lakewood, CO 80401-3141 *Returned checks subject to \$20.00 NSF Fee	If you would like to make payment by Credit Card, please email: AR-TEAM@ADGENUITY.IO <<TableEnd>>
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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 669418 Dallas, TX 75266-9418 *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, CO 81201
Effective Date	8/8/2024

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

ADVERTISING AGREEMENT

Publisher	Adgenuity, LLC 6751 Professional Parkway, Suite 200 Sarasota, FL 34240
Advertiser	Chaffee County Visitors Bureau P.O. Box 699 Salida, CO 81201
Effective Date	8/8/2024

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- d. "Services" means Publisher's publication of Advertisements in accordance with the terms and conditions of this Agreement.

14. 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.

15. 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).

16. 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.

17. 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.

- 18. 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.

19. 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.

- 20. 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.

- 21. 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.

- 22. 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.

- 23. 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.

- 24. 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.

Tourism Marketing Grant Grant Summary

The Tourism Marketing Grant provides funding to support tourism marketing campaigns and initiatives.

The minimum funding request is \$2,500 and the maximum is \$50,000. Matching funds are required, and based on funding request as outlined below:

- \$50,000 - \$20,001 - 2:1 funding match required
 - For every \$1 the qualifying grantee allocates to the proposed project, the Colorado Tourism Office will provide \$2 in matching funds. For example, if your total project budget is \$60,000, you can request a \$40,000 grant and you will need to provide the remaining \$20,000 as a cash match.
- \$20,000 - \$2,500 - 4:1 funding match required
 - For every \$1 the qualifying grantee allocates to the proposed project, the Colorado Tourism Office will provide \$4 in matching funds. For example, if your total project budget is \$12,500, you can request a \$10,000 grant and you will need to provide the remaining \$2,500 as a cash match.

Grant goals are to:

- Build a robust tourism economy and advance the state's competitive position through promotion and support for industry partners across the state
- Strengthen the tourism industry and our state through support for responsible travel and destination stewardship campaigns
- Advance inclusiveness and pursue ways that Colorado can share a welcoming experience for all travelers
- Maximize the economic return on public and private investments in Colorado by leveraging funds to optimize marketing impact

Tourism Marketing Grant applications are being accepted through 4 p.m. (MST) September 10, 2024.

Business and Marketing Plan for the Chaffee County Visitors Bureau: Streaming the Sounds of Chaffee County.

Executive Summary

The “Streaming the Sounds of Chaffee County” initiative aims to spotlight and invigorate Colorado’s rich music heritage and contemporary talent by promoting music events throughout Chaffee County, with a special focus on off-peak seasons. As a significant economic driver, Colorado’s music industry generates over \$1.4 billion in revenue and supports more than 16,000 jobs. In 2023 alone, Chaffee County’s 78 music venues hosted 18,120 events, underscoring the region’s vibrant music culture.

This initiative seeks to integrate live music into various venues, including public spaces, restaurants, and breweries, thereby supporting local musicians and enhancing the vibrancy of the local music scene. By leveraging live streaming, we aim to reach a broader audience, boost visibility, and drive tourism to the area.

The plan is aligned with the Colorado Tourism Office’s Destination Stewardship Strategic Plan, which emphasizes support for the Arts and Creative Industries. Specifically, this initiative complements their efforts to elevate Colorado’s music scene by organizing and promoting events in rural areas and during off-peak seasons, further enriching the cultural landscape of Chaffee County.

Objectives

1. **Showcase Colorado’s Musical Richness:** Elevate Chaffee County’s diverse music heritage and contemporary talent to spotlight the region’s unique cultural offerings.
2. **Stimulate the Local Economy:** Drive tourism and boost revenue for local businesses by hosting music-related events that attract visitors.
3. **Empower Local Musicians:** Create valuable performance opportunities and increase visibility for local artists, helping to grow their careers.
4. **Strengthen Community Bonds:** Foster community connection and cultural appreciation through the shared experience of live music.
5. **Expand Reach Through Technology:** Utilize live streaming and digital platforms to broaden the audience and increase engagement with Chaffee County’s music events.

By promoting these music events, we aim to encourage overnight stays, thereby enhancing the collection of lodging tax in Chaffee County.

Tactics and Resources

1. Event Scheduling

- **Daily, Weekly, or Monthly Music Events:** Promote regular live music events in various venues, such as parks, town squares, and festivals.
- **Music Festivals:** Promote larger-scale events that attract visitors from different regions.
- **County-Wide Music Campaigns:** Promote music events across Chaffee County, showcasing diverse genres and performers.
- **Promotion of Unique Music Venues:** Develop content that highlights unique music venues, including, local characters, historical and architectural features.

2. Live Streaming Integration

- **Streaming Platforms:** Use YouTube Live, Facebook Live, and Instagram Live to broadcast events to a wider audience.
- **Event Promotion:** Market live-streamed events through social media, email newsletters, and local media.
- **Interactive Features:** Incorporate live chat, audience polls, and virtual meet-and-greets to engage viewers.

Marketing Strategies

1. Digital and Social Media

- **Facebook Page:** Create a dedicated page to promote live music in Chaffee County.
- **Event Calendars:** Develop and maintain calendars for upcoming and past live music events.
- **Email Database:** Build a database of music enthusiasts to send weekly updates on live music events. Offer giveaways to encourage sign-ups.
- **Video Promotion:** Create and share videos that highlight the unique features of venues and upcoming events.

2. On-the-Ground Promotion

- **Event Booths:** Set up booths at live music events to promote giveaways and capture email sign-ups.
- **Local Partnerships:** Collaborate with local lodgers, activity providers, and businesses to donate packages for giveaways and offer industry rates for traveling musicians.
- **Performers' Promotion:** Work with bands to promote events to their fan base and leverage their reach.

3. Giveaways and Fan Engagement

- **Ultimate Fan Experience:** Create giveaways that include meet-and-greets, VIP tickets, lodging, and activities.
- **Free Tickets and Merchandise:** Work with performers to offer free tickets and merchandise for promotions.

Indicators of Success

- **Visitor Engagement:** Track the percentage of visitors who attend music events and their feedback.
- **Event Attendance:** Measure attendance for both in-person and online events.
- **Social Media Metrics:** Analyze engagement levels, including likes, shares, and comments on live-streamed events.
- **Economic Impact:** Evaluate increased revenue for local businesses and tourism-related spending.
- **Survey Data:** Collect data on audience demographics, spending habits, and origin through surveys linked to email and ticketing systems.

Partnerships

1. **Colorado Creative Industries:** Collaborate on grant opportunities and promotional support.
2. **Local Governments:** Work with local authorities for event permits and community engagement.
3. **Local Arts and Performance Organizations:** Partner to promote and manage local events.
4. **CTO Competitive Grants:** Apply for grants to support event marketing and production.
5. **Colorado Creative Industries Colorado Creates Grant:** Secure funding for event production and promotion.

Role of the Tourism Industry

1. **Event Promotion:** Actively promote music events across various venues.
2. **Publicity:** Use social media, local media, and tourism websites to publicize events.
3. **Support Local Musicians:** Provide opportunities for local artists and promote their performances.
4. **Live Streaming:** Implement and manage live streaming to extend event reach.

Budget and Financials

- **Marketing and Promotion:** Allocate funds for advertising, social media campaigns, video production, and live streaming events.
- **Grants and Funding:** Seek financial support through grants and sponsorships to cover event and promotional costs.

Conclusion

The “Streaming the Sounds of Chaffee County” initiative is a transformative plan designed to elevate the region's music scene while driving economic growth and community engagement. By showcasing the rich musical heritage and contemporary talent of Colorado, this initiative not only supports local musicians but also positions Chaffee County as a vibrant cultural destination. The strategic integration of live music into diverse venues, coupled with the use of live streaming technology, will broaden the reach of these events, attracting visitors and boosting tourism, especially during off-peak seasons.

Aligned with the Colorado Tourism Office's goals, this plan reinforces the importance of the Arts and Creative Industries in rural areas, contributing to the overall economic and cultural vitality of Chaffee County. By fostering a deeper appreciation for music and encouraging overnight stays, this initiative will have a lasting impact, enhancing the community's vibrancy and ensuring the continued growth of the local economy. Together, we will create a thriving music scene that resonates far beyond the boundaries of Chaffee County, drawing in audiences from across Colorado and beyond.