

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)
AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into effective October 1, 2025 by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia (“AUGUSTA”) and the AUGUSTA CONVENTION AND VISITORS BUREAU, INC., a Georgia nonprofit corporation, also known as DESTINATION AUGUSTA (“CVB”). AUGUSTA and the CVB may be referred to herein collectively as the “Parties” and each a “Party.”

WHEREAS, AUGUSTA desires to stimulate economic growth in AUGUSTA and the surrounding area by developing and promoting the benefits and advantages of AUGUSTA for tourism, conventions, business meetings, trade shows, festivals, film and digital entertainment industry, sporting events, family reunions, large and small gatherings, leisure visitors, and tourism-related activities (the “Services”);

WHEREAS, the CVB is the destination marketing organization as defined in O.C.G.A. § 48-13-50.2(1) for AUGUSTA and is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986;

WHEREAS, pursuant to the provisions of O.C.G.A. § 48-13-50 *et seq.* (the “Act”), the Georgia General Assembly has authorized AUGUSTA to levy an excise tax at a rate not to exceed eight percent (8%) of the charge for the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, AUGUSTA for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly or periodically furnished for value in Augusta-Richmond County, Georgia (the “Hotel-Motel Tax”);

WHEREAS, AUGUSTA has authorized the levy of the said Hotel-Motel Tax pursuant to Title 2, Chapter 2, Article 4, Division 1, Section 2-2-27 *et seq.* of the Code of Ordinances of AUGUSTA effective October 1, 2025 (the “HMT Ordinance”);

WHEREAS, the CVB has been providing the Services for AUGUSTA pursuant to that certain Amended and Restated Professional Services Agreement dated January 8, 2019 (the “2019 Contract”);

WHEREAS, it is the intention of AUGUSTA to distribute and expend proceeds from the Hotel-Motel Tax to the CVB pursuant to and in accordance with the Act, the applicable act of the Georgia General Assembly, and the HMT Ordinance;

WHEREAS, the Parties wish and intend that the CVB continue to be designated the exclusive provider of the Services for the benefit of AUGUSTA on the terms and conditions set forth herein; and

WHEREAS, the Parties wish and intend by this Agreement to amend and restate their agreement regarding the CVB’s provision of the Services, the distribution and expenditure of funds from AUGUSTA to the CVB for same, and related matters as set forth herein in order to promote their mutual interests;

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Parties from their mutual observance of the covenants contained herein, the 2019 Contract is hereby amended and restated, and the Parties hereby agree, as follows:

SECTION 1: TERM OF AGREEMENT.

(a) Initial Term. The initial term of this Agreement shall commence upon imposition by AUGUSTA of the Hotel-Motel Tax as defined above (regardless of the date of the execution of this Agreement) and, subject to the provisions of Section 6 of this Agreement below, shall terminate absolutely and without further obligation on the part of AUGUSTA on December 31, 2025 (the “Initial Term”) unless otherwise renewed as hereinafter provided.

(b) Renewal. Subject to the provisions of Section 6 below, upon the expiration of the Initial Term, this Agreement shall automatically renew for a one-year period effective January 1, 2026 and on January 1 of each year thereafter for up to fourteen (14) additional 1-year terms (each an “Additional Term”). The terms and conditions of this Agreement applicable to the Initial Term shall apply to each Additional Term until and unless the Agreement is terminated pursuant to the provisions of Section 6 below or otherwise amended pursuant to the provisions set forth below.

(c) Aggregate Term. The aggregate term of this Agreement includes the Initial Term and any Additional Term (the “Term”).

SECTION 2: SCOPE OF SERVICES. During the Term of this Agreement, the CVB, as the official destination marketing organization for AUGUSTA as described above, shall be the exclusive provider of the Services to AUGUSTA, and in connection therewith shall provide the following services for AUGUSTA:

(a) Development and implementation of comprehensive marketing programs to advertise, promote, and publicize the Augusta Convention Center and AUGUSTA as a destination for conventions, trade shows, conferences, meetings, film and digital entertainment production, sporting and other events in AUGUSTA, and for visitation and activities in a manner that results in a positive economic impact to AUGUSTA.

(b) Development and implementation of a marketing program directed to decision-makers and individual travelers to promote additional business and leisure travel to AUGUSTA through emphasis on the products and attractions AUGUSTA offers.

(c) Participation in activities related to the branding of AUGUSTA for the purpose of local, national, and international identity, and coordination of such activities with AUGUSTA.

(d) Staffing and operation of AUGUSTA’s official visitor information center and maintenance therein of exhibits pertaining to AUGUSTA’s rich history and culture.

(e) Development, creation, and distribution of visitor information literature in appropriate quantities and at specific locations, including but not limited to State of Georgia welcome centers, regional visitor information centers, places of public accommodation, and AUGUSTA’s official visitor information center.

(f) Development and maintenance of a visitor information website and other digital platforms which promote the benefits of AUGUSTA.

(g) Membership and/or participation (as applicable) in appropriate tourism-related associations and convention associations for and on behalf of AUGUSTA.

(h) Coordination with appropriate AUGUSTA departments, local hotels, restaurants, and entertainment facilities to provide services to associations, organizations, or

groups convening or holding meetings in AUGUSTA with the goal of providing positive experiences and future return visits to AUGUSTA.

(i) Operation as the official Film Commission for AUGUSTA to include marketing, promotion, and support for film production, digital entertainment, and related endeavors.

(j) Performance of all other duties and services provided for elsewhere in this Agreement and such further duties as the Parties may from time to time agree.

SECTION 3: PAYMENT AND USE OF FUNDS. As consideration for the services rendered by the CVB under this Agreement, AUGUSTA shall pay to the CVB the following amounts subject to the following terms and conditions:

(a) Hotel-Motel Tax Proceeds. An amount equal to 43.75 percent (43.75%) of the total revenue collected by AUGUSTA from the Hotel-Motel Tax (the “CVB HMT Allocation”).

(i) Payment. Payment of the CVB HMT Allocation shall be made by AUGUSTA to the CVB monthly, within thirty (30) days after the end of each month in which Hotel-Motel Tax proceeds are collected by AUGUSTA.

(ii) Statements. AUGUSTA shall furnish a statement each month to the CVB showing the total revenue collected by AUGUSTA from the Hotel-Motel Tax for the prior month and the cumulative revenue collected by AUGUSTA from the Hotel-Motel Tax for the applicable year to date. The CVB shall provide to AUGUSTA a budget plan for expenditures to be made by the CVB from the CVB HMT Allocation in accordance with the provisions of the Act, O.C.G.A. § 48-13-51(e)(1). The CVB shall provide to AUGUSTA audit verification that the CVB has made use of the funds from the CVB HMT Allocation in conformity with the requirements of the Act, O.C.G.A. § 48-13-51(f). The CVB’s obligations hereunder shall be in addition to those set forth in Section 4 of this Agreement below.

(iii) Use of Funds. The CVB shall expend the funds received from the CVB HMT Allocation for promoting tourism, conventions, and trade shows in accordance with the Act, the applicable act of the Georgia General Assembly, and the HMT Ordinance. Under the applicable provisions of the Act, O.C.G.A. § 43-13-50.2(4), the term “promoting tourism, conventions, and trade shows” means planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, or trade shows.

In the performance of services and use of Hotel-Motel Tax funds therefor under this Agreement, the CVB is authorized and encouraged by AUGUSTA to engage and utilize services provided by other local organizations to supplement and enhance the benefit of this Agreement for AUGUSTA, including but not limited to supplemental services for the promotion of sporting events and sports-related tourism, conventions, and trade shows.

(b) Mixed Drink Excise Tax Proceeds. An amount equal to 17 percent (17%) of the total revenue collected by AUGUSTA from (i) the excise tax on liquors, wines, and malt beverages under Title 6, Chapter 2, Article 3, Section 6-2-101 of the Code of Ordinances of AUGUSTA, as the same may be amended from time to time, and (ii) the excise tax on alcoholic beverages under Title 6, Chapter 2, Article 3, Section 6-2-117 of the Code of Ordinances of AUGUSTA, as the same may be amended from time to time (the “CVB MDT Allocation”).

(i) Payment. Payment of the CVB MDT Allocation shall be made by AUGUSTA to the CVB monthly, within thirty (30) days after the end of each month for which the proceeds from the excise taxes described in this paragraph above are collected by AUGUSTA.

(ii) Statements. AUGUSTA shall furnish a statement each month to the CVB showing the total revenue collected by AUGUSTA from the excise taxes described in this paragraph above for the prior month and the cumulative revenue collected by AUGUSTA from the excise taxes described in this paragraph above for the applicable year to date.

(iii) Use of Funds. The CVB shall expend the funds received from the CVB MDT Allocation in accordance with its fiscal budget. The CVB will make a portion of the funds available to other local organizations for tourism product development in the CVB’s discretion.

(c) Other Funds. Nothing in this Agreement shall prohibit or restrict the CVB from receiving other funds from third parties, including but not limited to contributions, in-kind donations, services from private sources, and contracts for tourism promotional services with other political subdivisions.

SECTION 4: REPORTING. The CVB shall furnish to AUGUSTA a quarterly report of its activities and financial condition for each calendar quarter during the Term of this Agreement to allow AUGUSTA to verify the proper use of payments made pursuant to this Agreement. Such reports shall be delivered to the Clerk of the Augusta Commission no later than thirty (30) days

following each calendar quarter to wit: on or before April 30, July 31, October 31, and January 31. The President/CEO of the CVB shall appear periodically as requested before the Augusta Commission to discuss the CVB and its programs.

SECTION 5: ACCOUNTING AND INSPECTION. The CVB agrees to (a) expend all funds received under this Agreement during each fiscal year in accordance with its fiscal budget; (b) operate and maintain an accounting system in accordance with professionally accepted accounting principles; (c) provide annual audited financial statements to AUGUSTA; and (d) permit the inspection of its books and records by authorized AUGUSTA officials.

SECTION 6: TERMINATION.

(a) Termination for Cause. If through any default of this Agreement either Party fails to fulfill in a timely manner any of its obligations under this Agreement and fails to cure such default within thirty (30) days of receipt of notice of default from the non-defaulting Party, the non-defaulting Party shall have the right to terminate this Agreement by giving written notice to the defaulting Party of such termination.

(b) Termination without Cause. Notwithstanding the provisions of paragraph (a) of this Section above, either Party may terminate this Agreement at any time without cause by giving at least six (6) months' prior written notice to the other Party.

SECTION 7: DISPUTE RESOLUTION. The Parties agree that prior to initiating litigation in a court of law, the Parties will in good faith try to resolve any dispute, claim, or controversy arising out of or relating to this Agreement by alternative dispute resolution (e.g., mediation and/or arbitration). Unless otherwise agreed by the Parties, the costs of participating in alternative dispute resolution will be borne equally by the Parties. Each Party shall bear its own costs and attorneys' fees for any dispute, claim, controversy, or lawsuit arising out of or relating to this Agreement.

SECTION 8: MISCELLANEOUS.

(a) Independent Contractor. The CVB is not a political subdivision, agency, or instrumentality of AUGUSTA or the State of Georgia, and the relationship of the CVB to AUGUSTA for purposes of this Agreement is that of an independent contractor. The CVB shall

have exclusive control of its operations hereunder and the persons or parties performing same for or on behalf of the CVB, and the CVB shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Neither the CVB nor its employees shall be considered employees of AUGUSTA for any purpose, nor shall the CVB or its employees be entitled to any employee or personnel benefits from AUGUSTA. The CVB shall be solely responsible for all matters relating to the payment of its employees, compliance with withholding taxes, and all other regulations governing such matters.

(b) Equal Opportunity and Non-Discrimination. The CVB shall not exclude any person from employment at the CVB on any grounds prohibited by state or federal law. Furthermore, the CVB agrees that no person shall be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the performance of his or her employment activities at the CVB on any ground prohibited by state or federal law.

(c) Insurance. During the Term of this Agreement, the CVB shall maintain at its expense comprehensive general liability and automobile insurance with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CVB shall maintain at its own expense workers' compensation insurance covering CVB employees in accordance with the provisions of the Georgia Workers' Compensation Act.

(d) Notice. Any notice, request, demand, statement, or consent required or permitted by this Agreement shall be deemed to have been completed if in writing and mailed by first-class, registered, or certified mail, postage prepaid, to the other Party at the respective address given hereinbelow.

To the CVB:
Bennish Brown, President/CEO
Destination Augusta
1010 Broad Street
Augusta, Georgia 30901

To AUGUSTA:
Administrator
535 Telfair Street
Suite 910
Augusta, Georgia 30901

(e) Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes and replaces any previous understandings, commitments, or agreements whether oral or written.

(f) Interpretation. Whenever the singular is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. Days, unless otherwise specified, shall be calendar days.

(g) Severability. If any part of this Agreement is held to be invalid or unenforceable by any law, regulation, or court decision, such holding shall not affect the validity or enforceability of any other part of this Agreement.

(h) Amendment. This Agreement may be altered, amended, changed, or modified only in a writing signed by both Parties.

(i) Governing Law. This Agreement shall be governed in all respects, and shall be construed in accordance with, the laws of the State of Georgia without giving effect to its conflict-of-law principles. The Parties consent to jurisdiction and venue in Richmond County, Georgia.

(j) Approval Required. This Agreement is contingent upon and shall not become effective or binding until formally approved by the Augusta Commission and the Board of Directors of the CVB.

(k) Assignment. The rights and obligations of the CVB under this Agreement are applicable only to the CVB and may not be transferred or assigned, in whole or in part, without the prior written consent of AUGUSTA.

(l) Public Access – Open Meetings. The CVB shall provide reasonable public access to all CVB board and committee meetings in accordance with the Georgia Open Meetings Law and shall give notice of meetings in accordance with the Georgia Open Meetings Law as if the CVB were a governmental entity subject thereto.

(m) Public Access – Open Records. The CVB recognizes its obligations to continue to maintain open and public records as required by the Georgia Open Records Act subject to any exception enumerated therein.

(n) Time. Time is of the essence of this Agreement.

- Signatures Next Page -

SIGNED, SEALED AND DELIVERED) AUGUSTA, GEORGIA
in the presence of:)
) By: _____
) GARNETT L. JOHNSON
) Mayor
)
) Attest:
)
)
Notary Public) By: _____
) Name: _____
My Commission Expires: _____) Clerk of Commission

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