

STATE OF GEORGIA

COUNTY OF BALDWIN

THIS CONTRACT, made and entered into as of the _____ day of _____, 2021, by and between THE BALDWIN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "County", and THE MILLEDGEVILLE - BALDWIN COUNTY CONVENTION AND VISITORS BUREAU, INC., a non-profit corporation, hereinafter referred to as the "CVB."

WHEREAS, the County has established itself as a leading tourist, convention and visitors center; and desires to foster and encourage the use of facilities within Baldwin County thereby increasing the revenues of Baldwin County; and to create and maintain employment opportunities within Milledgeville and Baldwin County; and

WHEREAS, the CVB has been designated by Baldwin County as the official Destination Marketing Organization ("DMO") and is organized to promote tourism, conventions and meetings within Baldwin County; and

WHEREAS, as the DMO the CVB undertakes activities that have both the direct and incidental purpose and effect of promoting, attracting, stimulating and developing conventions, meetings and tourism in the Milledgeville - Baldwin County area; and WHEREAS, the County has determined that the activities of the CVB are necessary, useful and convenient to the promotion, stimulation and development of conventions, meetings and tourism in the Milledgeville - Baldwin County areas; and

WHEREAS, the General Assembly of the State of Georgia has authorized municipalities to impose, levy and collect an excise tax upon the furnishing to the public for value of rooms, lodgings or accommodations, as stated in O.C.G.A. Title 48, Chapter 13, Article 50; and

WHEREAS, the General Assembly has declared its purpose and intent that revenues derived from the tax imposed pursuant to O.C.G.A. Title 48, Chapter 13, Article 50, may be (and certain revenues must be) made available and expended for the purpose of promoting, attracting, stimulating and developing conventions and tourism in the jurisdiction imposing the tax; and

WHEREAS, the County has imposed an eight percent (8%) excise tax upon the furnishing to the public for value of any rooms, lodgings or accommodations under the authority of O.C.G.A. Title 48, Chapter 13, Article 51(b); and

WHEREAS, the County, in accordance with O.C.G.A. Title 48, Chapter 13, Article 51(b), has allocated 43.75% of the of the eight percent (8%) excise tax, less administrative costs associated with collection of the excise tax, to the CVB for the purpose of promoting tourism, and for such other purposes authorized by O.C.G.A. Title 48, Chapter 13, Article 50; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and the CVB do agree as follows-

1. The CVB shall use its best efforts to provide public relations, promotional, advertising, and other projects to promote, attract, stimulate, sell, develop and support conventions, meetings and tourism in the Milledgeville - Baldwin County area.

2. In performing this Contract, the CVB shall hire such employees, agents or consultants and obtain such goods and services as may be necessary or appropriate to its performance.

3. The CVB will perform the projects hereunder without discrimination against any person or persons on account of race, color, creed, sex, age, or national origin.

4. The initial term of this Contract shall be for 12 months, beginning on August 1, 2021. This Contract shall renew for successive 12-month terms, unless and until either party provides the other party with at least 90 days prior written notice of its desire not to renew the Contract for the next renewal term.

5. The County has imposed an eight percent (8%) tax on the rental of rooms, lodgings, or accommodations in the County, as authorized by O.C.G.A. Title 48, Chapter 13, Article 51(b). In consideration of the performance by the CVB of this Contract, the County shall pay to the CVB during the term of this Contract, and the CVB shall budget for expenditure under this Contract, a sum equal to 43.75% of the eight percent (8%) collected under the excise tax imposed by the County under the authority of O.C.G.A. Title 48, Chapter 13, Article 51(b), as now or hereafter amended.

The amounts to be paid by the County to the CVB hereunder shall be paid to the CVB as the parties mutually agree, but no less often than quarterly. The amount of each such installment shall be calculated on the basis of actual taxes collected by the County for the covered period.

6. All sums received by the CVB from the County shall be expended solely for the benefit of promoting tourism in Milledgeville-Baldwin County, including the promotion of recreational, cultural, historic and natural resources.

7. The CVB shall provide audit verification to the County demonstrating that the CVB uses the funds solely and exclusively for the purpose of promoting tourism in conformance with this Contract. CVB shall submit annual reports to the County detailing the use of the funds. Failure to file a report may compromise the CVB's status to receive such funds.

8. By executing this Contract, the CVB hereby affirms that it will use the funds received solely and exclusively for the purpose of promoting tourism in compliance with this Contract and will further expend such funds in full compliance with County ordinances and state laws. The CVB agrees to defend, indemnify and hold harmless the County from and against all claims that arise from its failure or alleged failure to spend funds in compliance with this Contract, and shall defend the County from and against all claims that arise therefrom, including reasonable attorneys' fees and court costs of the County. Furthermore, if the CVB fails to spend the funds in the manner contemplated in this Contract, or fails to meet the timelines requirements hereof, CVB agrees this shall constitute a breach hereof and all such funds shall be returned to the County immediately.

9. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective

parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party:

For County:

For CVB:

County Manager

Executive Director

1601 N. Columbia St, Suite 230

200 West Hancock Street

Milledgeville, Georgia 31061

Milledgeville, Georgia 31061

10. The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this Contract without prior written approval of all parties hereto.

11. It is the intention of the parties that the laws of Georgia shall govern the validity of this Contract, the construction of its terms and the interpretation of the rights or duties of the parties.

12. In the event any provision or portion of this Contract is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

13. On and after the date of this Contract, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Contract.

14. Time is and shall be of the essence under this Contract.

15. The parties signing this Contract hereby state that they have the authority to bind the entity on whose behalf they are signing.

16. This Contract supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this Contract. This Contract shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Contract is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

17. This Contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

18. Except as expressly limited by the terms of this Contract, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity. No failure of any party to exercise any power given under this Contract or to insist upon strict compliance with any obligation specified in this Contract, and no custom or practice at variance with the terms of this Contract, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Contract.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract and affixed their seals by their duly authorized representatives after having been first authorized to do so, all on the day and year first above specified.

Signed and Sealed this _____ day of _____, 2021.

Henry R. Craig, Chairman
Baldwin County Board of Commissioners

Milledgeville – Baldwin County Convention
and Visitors Bureau

Cynthia K. Cunningham, County Clerk
Baldwin County Board of Commissioners

Witness, Milledgeville – Baldwin County Convention
and Visitors Bureau