

TOURISM PROMOTION CONTRACT
between
DODGEVILLE TOURISM ZONE COMMISSION
AND
THE DODGEVILLE AREA CHAMBER OF COMMERCE

WHEREAS, the City of Dodgeville & Township of Dodgeville, Iowa County, Wisconsin, (hereafter: the Municipalities) have enacted ordinance establishing the Dodgeville Tourism Zone Commission (hereafter: Commission); and

WHEREAS, the Municipalities further enacted ordinance establishing an 8% room tax of which 70% of the tax collected is to be used to promote and develop tourism in the Municipalities; and

WHEREAS, it is the goal of the Commission to utilize said room tax to promote Dodgeville area hotels, motels, and short-term rentals and increase awareness of area amenities; and

WHEREAS, said Commission, under Wis. Stat. sec. 66.0615(1m)(b) contemplates that the Commission work with a tourism entity as that term is defined by Wis. Stat. sec. 66.0615(1)(f) if such a tourism entity exists in the Municipalities; and

WHEREAS it is in the best interest of the Commission and the Dodgeville Area Chamber of Commerce (the “Chamber”) that their collaboration be reduced to writing;

THEREFORE, This Agreement is made as of the first day of January 2025 by and between the Commission and the Chamber.

1. Term. The term of this Agreement shall commence on January 1, 2025 and terminate on December 31, 2027.

2. Services Provided. The Chamber shall:

a. Assist the Commission in identifying and retaining marketing services for the promotion of tourism in the Municipalities.

b. Assist the Commission in identifying sites and activities conducive to tourist development in the Municipalities.

c. With the advice and assistance of the Commission, facilitate the production and distribution of promotional materials designed to attract tourism to the Municipalities by hiring third-party professionals when practicable.

d. Include the Municipalities in area-wide promotion & marketing efforts and coordinate the efforts of the Commission with those of other communities.

e. Provide available staff assistance in administering the tourism promotion & development program and give technical assistance regarding such activities to the Commission.

f. Make available the Chamber's Executive Director or Tourism Director, as those positions may from time to time be staffed, at Commission meetings upon request of the Commission.

g. Generate visitor/user web traffic to the Chamber of Commerce website to promote area hotels, motels, short-term rentals and accommodations.

h. Provide services and materials that are reasonably necessary and proper to successfully promote, develop and attract tourist trade to the Municipalities.

i. Prepare a budget and present that budget to the Commission for approval.

j. Submit a quarterly report to the Tourism Commission that will include evidence of promotion. The report shall include a quarterly accounting, on a timely basis, to the Commission for all expenditures made in providing services and material under this agreement.

k. Provide all documentation necessary to enable the Municipalities to timely and fully meet its reporting requirement under Wis. Stat. sec. 66.0615(4).

3. Compensation. The Commission shall pay the Chamber an annual sum equal to 70% of the Gross Room Tax Revenue received by the Commissions member/participating Municipalities in that same year. This sum shall be due and payable quarterly on January 10th, April 10th, July 10th, and October 10th of each year. The Commission shall provide timely payment to the Chamber regardless of Room Tax payment delinquency from Hotel/Motel/Lodging participants. Any outstanding balance owed to the Chamber by the Commission shall be paid at the next quarterly/periodic payment. In addition, the Commission shall be fully responsible for the cost of any of its activities, including but not limited to all

printing and production costs, all costs related to the hiring of outside consultants and firms, all postage, and all media buys.

4. Termination by Mutual Consent. This Agreement may be terminated prior to the date set forth above by mutual agreement of the parties at any time.

5. Termination upon Notice. Either party may terminate this Agreement prior to the end of its term for good and sufficient reason upon 90 days written notice to the other party as long as the Commission is up-to-date on its payment schedule to the Chamber. If terminated, the Chamber will receive payment through the end of the quarter in which the contract is terminated, and no further payments will be made. No refunds will be granted.

6. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Commission and Chamber.

7. Entire Agreement. This Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire agreement between the parties.

8. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

9. Assignment. The parties shall not assign their rights or obligations under this Agreement without the written approval of the other party, and such approval shall not be unreasonably withheld.

10. Notice. Any notice required or permitted by this Agreement shall be deemed effective: (1) when personally delivered in writing; (2) three (3) days after notice is deposited within the U.S. Postal Service, postage prepaid, certified, return receipt requested; or (3) on the day following the day said notice is deposited with a nationally recognized overnight courier service, and addressed as either party shall designate as follows:

To the Commission:
c/o City Clerk
City of Dodgeville
100 E. Fountain Street
Dodgeville, WI 53533
clerk@dodgevillewi.gov

To the Chamber
338 N. Iowa Street
Dodgeville, WI 53533
depot@mhtc.net

To the Commission:
c/o Town Clerk
Town of Dodgeville
108 E. Leffler Street
Dodgeville, WI 53533
twnclerk@mhtc.net

11. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

DODGEVILLE TOURISM ZONE COMMISSION

By: _____ Attest: _____
Chairperson Secretary

THE DODGEVILLE AREA CHAMBER OF COMMERCE

By: _____ Attest: _____
President Secretary