

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **HUNTSVILLE-MADISON COUNTY CONVENTION & VISITORS BUREAU** (hereinafter “**CVB**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, CVB will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that CVB shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to CVB the sum of forty thousand dollars and no cents (\$40,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. CVB pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CVB agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by CVB.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by CVB regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of CVB, nor shall CVB at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, CVB being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of CVB and that officers, employees, and any other agents of CVB are not nor shall they be deemed to be officers, employees, or agents of the City.
7. CVB is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. CVB hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or CVB may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. CVB agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

HUNTSVILLE-MADISON COUNTY CONVENTION & VISITORS BUREAU

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
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I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Huntsville-Madison County Convention & Visitors Bureau is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

The Huntsville/Madison County Convention & Visitors Bureau (CVB) promotes the City of Madison in our print materials, on our website, through social media platforms and at trade shows and other consumer exhibitions across the country. In an effort to know the city and network with its leaders, one staff member, Jamie Koshofer, Vice President-Conventions is designated as our hands-on liaison. He and two staff members attend Madison Chamber of Commerce (MCC) quarterly luncheons. The CVB attends after-hours events and other related events in Madison, and we purchase a table to support the annual Connect event. We are always ready to promote and lend support to Madison events and activities. Madison hospitality members attend the CVB's annual Tourism Summit during National Tourism Week and quarterly partner update events. The CVB coordinated the "Trains on Main" community project with MCC, which continues to be a popular promotion.

Information on the Rocket City Trash Pandas, their scheduled games and events at Toyota Field, and Town Madison, are promoted online and highlighted to appropriate media contacts. We enjoy promoting Madison craft breweries and over 120 Madison restaurants are promoted as well.

The CVB features Madison amenities in the following promotional materials:

- Madison rack card
- Destination Guide
- Points of Interest Map and Accommodations Map
- Dining Guide
- Online Events Calendar
- Birding Trail brochure
- Foundations of Faith brochure
- CityVision in-room video shown in 261 Madison hotel rooms
- Excursions guest directory available in 872 Madison hotel rooms
- Name badges for convention attendees & table skirting for welcome table
- Group Tour Planner
- Meeting Planner Guide
- Outdoor Guide
- Sports Guide

The CVB contracted with Threshold 360 to capture and deliver 360 degree video images of local hotels, attractions and facilities. Videos have been or are being made for Madison properties which are posted to their listings on the CVB website, used by our team to show options for meeting planners, group tour operators and sports tourism planners, and provided to the property, attraction or facility to use in their own promotional activities.

The CVB represents the City of Madison at more than 40 trade and consumer shows throughout the country each year. Here is a partial list of the shows/associations in which the CVB participates:

- Alabama Council of Association Executives – exhibit at the tradeshow to sell state association executives on bringing their meetings to our area
- American Society of Association Executives

- Travel South Showcase / Travel South International – exhibit with other Alabama cities to provide reasons to include Huntsville/Madison/Madison County when promoting future travel to the U.S.
- Association of the United States Army National Convention held in Washington, DC each year
- Travel Media Meet-up twice annually – 25-30 appointments with travel media journalists to gain exposure of things to see and do in the area
- HelmsBriscoe Annual Business Meeting – third party meeting planners that represent hundreds of clients to encourage them to bring business to our market
- Connect Sports – meet with over 30 sports planners
- North American Travel Journalists Association Annual Conference

Madison hospitality partners participate in:

- Historic walking tours in April, a local event with statewide promotion
- iHeart social media campaign in February
- Attractions Week in May
- Restaurant Week and Culinary Month in August
- History Month in October
- Brochure delivery to hotels on a routine basis
- Event promotion on social media platforms by the CVB Social Media Manager
- Graphics produced in-house by our Graphic Designer to support and enhance sales, marketing and promotional efforts
- Media site visits
- Threshold 360 video promotion
- Bandwango / Show Your Badge promotion

A general search for “Madison” on www.huntsville.org reveals that the city figures prominently throughout, as well as in printed material at all local Visitor Centers. The display cases and photographs in the Visitor Center are available and include Madison events and attractions. Photographs of Madison are prominently displayed in the Visitor Centers and provided to media.

The CVB is engaged in many partnerships with national, state and local partners, U.S. Travel Association, Southeastern Tourism Society, Alabama Tourism Department and Alabama Mountain Lakes Tourist Association, to name a few, which assist team members with best practices, education and promotion ideas, and support the CVB’s mission to keep our communities top of mind as a visitor destination and meeting place.

The CVB led the efforts to bring college football to Madison for the first time as UNA faced Jacksonville State in front of 10,000 fans at Toyota Field this fall. The event brought an ESPN+ broadcast audience who were introduced to Madison through the game, and the novelty of playing football in the baseball park drew national attention to the game, including a segment on ESPN Gameday and College Football Final. The success of the event has already drawn interest from several entities on more events coming to Madison that will continue to elevate the city and make a positive economic impact on the community.

Our marketing department works with print, social and broadcast media representatives to inform their consumers of the wealth of events and activities happening here.

A full-time social media manager posts on various timely subject matter and engages with visitors who have questions or need additional assistance before, during or even after their stay. We arrange news conferences with broadcast media when special promotions such as Attractions Week, Restaurant Week, Culinary Month and History Month.

The CVB offers many services free of charge. We are proud to represent all local attractions, hotels, restaurants and meeting facilities with no membership fees required from industry partners.

The City of Madison continues to be a growing part of the hospitality industry, with Town Madison, Toyota Field, new restaurants and shops, and nearly 20% of the rooms in the county. With this tremendous growth, it's an exciting time to promote our cities and county.