

ADVERTISING AND PUBLICITY AGREEMENT

This agreement made this _____ day of _____, 2022 between the City of Princeton, Minnesota, in this agreement referred to as the "City" and the Princeton Area Chamber of Commerce and Tourism, in this agreement referred to as the "Chamber."

WHEREAS, the laws of Minnesota Statute § 469.190 authorizes the City to impose a tax on lodging (referred to as the "Tax"); and

WHEREAS, the City has established a mechanism for imposition and collection of the Tax as authorized by state law; and

WHEREAS, the purpose of the collection of the Tax is to establish a source of funds whereby 95% of the gross proceeds are used for the purpose of marketing and promoting the City as a tourist destination; and

WHEREAS, the Princeton Area Chamber of Commerce & Tourism has developed the staff, facility and experience necessary to carry out marketing and promotion objectives for the greater Princeton area through the "This Is Princeton" Advisory Committee; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Term. The term of this Agreement shall commence on the effective date hereof and shall automatically renew on an annual basis thereafter, unless cancelled by either party with 30 days written notice to the other party, or unless amended by mutual agreement of the parties at any time.
2. Service Rendered by Chamber. The Chamber shall furnish to the City the following services:
 - a. Professionally trained staff, with organization management, strong knowledge of the area, and sales skills to develop the City's hospitality industry.
 - b. Provide registration personnel to service conventions and sport events held in the City.
 - c. Provide support material, i.e. city maps, city brochures, sites and attraction lists, accommodation lists, etc. in concert with the City or other agencies.
 - d. Promote the City as a tourism destination by regional and state-wide promotion of the City's hospitality industry and attractions.
 - e. Provide an update on the "This Is Princeton" marketing campaign to the City on an annual basis.
3. Budget. Before January 1st of each calendar year, the Chamber shall submit to the City

Administrator of the City a budget for the next fiscal year. The terms of this agreement are contingent upon review and approval of the Chamber’s budget by the Chamber’s “This Is Princeton” Advisory Committee and the Chamber Board of Directors.

4. Expenditures. It is understood by the parties that the Chamber shall have the discretion to vary expenditures from the budget provided herein where in its judgment the funds will best promote the tourist activities within the City. The Chamber shall not expend for services rendered under this agreement a sum in excess of 95 percent of revenue collected by the City in any fiscal year.

5. Transfer of Funds. Upon acceptance of a properly itemized budget, the city shall forward to the Chamber each month the sum specified in Paragraph 3.

6. Verification of Expenditures. The Chamber shall submit to the City quarterly financials.

7. Hold Harmless. Any or all employees of the Chamber, or any other persons, while engaged in the performance of any service required by the Chamber under this agreement, shall not be considered employees of the City, and all claims made by a third party as a consequence of any breach of contract or negligent act or omission on the part of the Chamber, or its agents or employees or other persons while so engaged in any services provided to be rendered herein, shall in no way be the obligation or the responsibility of the City. In connection therewith, the Chamber hereby agrees to indemnify, save and hold harmless, defend the City and all of its agents and employees hereof, from any and all negligence or breach of contract, claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or the performance of the services provided in accordance with this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

PRINCETON AREA CHAMBER OF
COMMERCE & TOURISM

CITY OF PRINCETON

BY _____

BY _____

Carrie Vesel, President

Thom Walker, Mayor

BY _____

BY _____

Kim Young, Executive Director

Michele McPherson, City Administrator