CITY OF NEWPORT, OREGON
TOURISM MARKETING GRANT AGREEMENT

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and Oregon Coast Jazz Party (Grantee).

TERMS OF AGREEMENT

1. USE OF FUNDS

Funding for this agreement comes from Transient Room Tax and is intended to promote tourist visits to Newport where "Tourist" means a person who, for business, pleasure, recreation, or participation in events related to the arts, heritage, or culture, travels from the community in which that person is a resident to a different community that is separate, distinct from, and unrelated to the person's community of residence, and that trip:

(a) Requires the person to travel more than 50 miles from the community of residence; or
(b) Includes an overnight stay.

Grantee shall utilize funds provided under this agreement for marketing and advertising the Oregon Coast Jazz Party event, as described in Attachment A, to "Tourists" as defined above.

2. COMPENSATION AND PAYMENT

The Grantee shall be paid up to $6,600 for marketing and advertising the Oregon Coast Jazz Party event outside the Newport area. Outside the Newport area is defined as areas 50 or more miles from Newport.

Upon documentation, Grantee shall be paid 90% of actual marketing and advertising costs agreed to, or paid, by the Grantee. The remaining 10% shall be paid after submitting final documentation, and presenting a final event report to the City Council.

Payment to Grantee shall be made by City within fifteen (15) working days of receipt of approved documentation, i.e., event advertising agreements, invoices for marketing expenses, etc.

3. TERM

This agreement shall be effective when signed by both parties and end sixty (60) calendar days after completion of the event described in Attachment A.

4. SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills, and payment requests shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City: City of Newport
169 SW Coast Highway
Newport, Oregon 97365
P| 541-574-3375
C| 541-351-1802
F| 541-265-3301
E| p.hawker@newportoregon.gov

Contractor: Oregon Coast Jazz Party

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

5. STATUS OF GRANTEE

Grantee certifies that:

A. Grantee is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

B. No employee of the City, or any partnership or corporation in which a City employee has an interest, has, or will receive any remuneration of any description from Grantee, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing prior to any reimbursement to Grantee.

C. If applicable, Grantee will obtain a City business license.

6. WARRANTY & INDEMNIFICATION

Grantee certifies that:

A. Grantee is fully liable for the acts and omissions of Grantee, the Oregon Coast Jazz Festival Event, and Grantee's contractor's that cause any damage, injury, death, property damage or loss to any person or property.

B. Grantee will indemnify and defend the City, its officers, agents, employees, and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments, or other costs or expenses including attorney's fees that may be asserted by any person or entity which in

any way arise from, during, or in connection with, the performance of the work described in this Agreement.

7. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Grantee. If City terminates the Agreement pursuant to this Section due to no fault of Grantee, City shall pay Grantee for all approved and undisputed services rendered up to the date of termination.

8. COMPLIANCE WITH LAWS AND RULES

Grantee shall comply with all applicable federal, state, and local laws, rules, and regulations.

City of Newport:

City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Business Phone: 541.574.0603

3/30/12
Date

Grantee:

Oregon Coast Jazz Party

3/28/12
Date