



### DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 011600 - Matt Preston	FEDERAL TAX ID: 93-6002222	REF: 18-0108278
ADVERTISER ID: 119484	PO NUMBER:	
ADVERTISER: The City of Newport	ADVERTISER: City of Newport-The	
CONTACT: Melanie Nelson, Destination Newport Committee	CONTACT: Melanie Nelson	
EMAIL: c.atkinson@newportoregon.gov	WEB SITE: www.discovernewport.com	
ADDRESS1: 169 SW Coast Hwy	ADDRESS1: 169 SW Coast Hwy	
ADDRESS2:	ADDRESS2:	
CITY: Newport	CITY: Newport	
STATE: OR ZIP: 97365	STATE: OR ZIP: 97365	
PHONE: (541) 265-8801 FAX: (541) 285-5589	PHONE: (541) 574-0603 FAX: (541) 574-0609	

DATE: 04/18/2019	REV: 00001
CONTRACT: 19-0113983	
START DATE: 07/01/2019	
END DATE: 06/30/2020	

NAME OF BUSINESS / PERSONNEL: Newport

INVENTORY ID NUMBER: 001782

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket book. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	START DATE	END DATE	INVENTORY #	# UNITS	CHARGE PER UNIT	DISCOUNT	OVERS	BOOKS	NET FEE
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JUN - 6 2019

RECEIVED  
6/6/19

REMARKS (PLEASE PRINT)

TOTAL NET FEE	14,061.68
APPLICABLE SALES TAX	0.00
TOTAL FEE	14,061.68

**APPROVED BY ADVERTISER**

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: [Signature]

Name (print): PATRICK C. FEARN

Title: PRESIDENT Date: 6/11/19

Jun	Jul	Aug	Sept	Oct	Nov
2,339.91	2,339.91	2,110.15	471.89	471.89	471.89
Dec	Jan	Feb	Mar	Apr	May
471.89	471.89	471.89	679.64	1,880.41	1,880.32

TERMS: The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

APPROVED BY (Certified Folder, Inc. or Corporate Client)

Signature: [Signature]

Name (print): Spencer R. Nabel

Title: City Manager Date: 06-05-19

TOTAL NET FEE	14,061.68
APPLICABLE SALES TAX	0.00
TOTAL FEE	14,061.68
ADVERTISER'S STORE (if applicable)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (5.00% on all applicable programs)
SUBTOTAL	12,959.57
APPLICABLE SALES TAX	0.00
TOTAL FEE	12,959.57



CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

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 CONTACT: Melanie Nelson, Destination Newport Committee  
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 ADDRESS 1: 169 SW Coast Hwy NEW ADDRESS:   
 ADDRESS 2:   
 CITY: Newport  
 STATE: OR ZIP: 97365  
 PHONE: (541) 265-8801 FAX: (541) 265-5589

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 ADVERTISER: City of Newport-The  
 CONTACT: Melanie Nelson  
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 ADDRESS 2:   
 CITY: Newport  
 STATE: OR ZIP: 97365  
 PHONE: (541) 674-0603 FAX: (541) 574-0809

**RENEWAL**  
 DATE: 04/18/2019  
 CONTRACT: 19-0113063 REV: 00001  
 START DATE: 07/01/2019  
 END DATE: 06/30/2020

NAME OF BUSINESS / PUBLISHER: Newport  
 INVENTORY ID NUMBER: 001782

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM NAME	DATES	START DATE	END DATE	QUANTITY	PRICE	ORDER PR	ORDER	ORDER	ORDER	NET PR
1-TS-1-NW/W	Washington - Tourist Systems Program	117	07/01/19	09/30/19	493.00	3	1,479.00	-73.95	-281.01	0.00	1,124.04
1-VM-1-NW/VN	1 Vancouver, WA	74	07/01/19	09/30/19	137.50	3	412.50	-20.63	-78.37	0.00	313.50
1-VM-1-NW/DH	2 The Dalles/Hood River	64	07/01/19	09/30/19	127.00	3	381.00	-19.05	-72.39	0.00	289.56
1-VM-1-NW/SM	3 Salem	60	07/01/19	09/30/19	120.00	3	360.00	-18.00	-68.40	0.00	273.60
1-VM-1-NW/E	4 Eugene	75	07/01/19	09/30/19	150.00	3	450.00	-22.50	-85.50	0.00	342.00
1-VM-1-NW/R	5 Roseburg	60	07/01/19	09/30/19	120.00	3	360.00	-18.00	-68.40	0.00	273.60
1-VM-1-NW/GP	6 Grants Pass	49	07/01/19	09/30/19	108.80	3	328.40	-16.32	-62.02	0.00	248.06
1-VM-1-NW/M	7 Medford	78	07/01/19	09/30/19	152.45	3	457.35	-22.87	-86.90	0.00	347.58
1-VM-1-NW/NOC	8 N. Oregon Coast	71	07/01/19	09/30/19	146.35	3	439.05	-21.85	-83.42	0.00	333.68
1-VM-1-NW/SOC	9 S. Oregon Coast	107	07/01/19	09/30/19	212.95	3	638.85	-31.94	-121.38	0.00	485.53
1-VM-1-NW/COC	10 Central Oregon Coast	105	07/01/19	09/30/19	193.50	3	580.50	-29.03	-110.29	0.00	441.18
1-TS-1-NW/W	Washington - Tourist Systems Program	117	05/01/20	06/30/20	493.00	2	986.00	-49.30	-187.34	0.00	749.36
1-VM-1-NW/VN	1 Vancouver, WA	74	05/01/20	06/30/20	137.50	2	275.00	-13.75	-52.25	0.00	209.00
1-VM-1-NW/DH	2 The Dalles/Hood River	64	04/01/20	06/30/20	127.00	3	381.00	-19.05	-72.39	0.00	289.56
1-VM-1-NW/SM	3 Salem	60	05/01/20	06/30/20	120.00	2	240.00	-12.00	-48.00	0.00	182.40
1-VM-1-NW/E	4 Eugene	75	05/01/20	06/30/20	150.00	2	300.00	-15.00	-67.00	0.00	228.00
1-VM-1-NW/R	5 Roseburg	60	05/01/20	06/30/20	120.00	2	240.00	-12.00	-48.00	0.00	182.40
1-VM-1-NW/GP	6 Grants Pass	49	07/01/19	09/31/19	108.80	2	217.60	-10.88	-41.34	0.00	165.38
1-VM-1-NW/M	7 Medford	78	05/01/20	06/30/20	152.45	2	304.90	-15.25	-57.93	0.00	231.72
1-VM-1-NW/NOC	8 N. Oregon Coast	71	04/01/20	06/30/20	146.35	3	439.05	-21.85	-83.42	0.00	333.68
1-VM-1-NW/SOC	9 S. Oregon Coast	107	05/01/20	06/30/20	212.95	2	425.90	-21.30	-80.92	0.00	323.68
1-VM-1-NW/COC	10 Central Oregon Coast	105	07/01/19	08/31/19	193.50	2	387.00	-19.35	-73.53	0.00	294.12
1-VM-2-NW/P	11 Portland (Super Cities)	227	07/01/19	06/30/20	508.40	12	6,100.80	-305.04	-1,158.15	0.00	4,638.61
52-BR-11-ORS03	French Prairie - SB I-5 (Brochure)	1	07/01/19	06/30/20	25.00	12	300.00	-15.00	0.00	-99.75	185.25
52-BR-11-ORS06	Oak Grove - SB - I-5 (Brochure)	1	07/01/19	06/30/20	25.00	12	300.00	-15.00	0.00	-99.75	185.25
52-BR-11-ORS07	Gettings Creek - NB - I-5 (Brochure)	1	07/01/19	06/30/20	25.00	12	300.00	-15.00	0.00	-99.75	185.25
52-BR-11-ORS10	Brookings - EB/WB Hwy 101 (Brochure)	1	07/01/19	06/30/20	25.00	12	300.00	-15.00	0.00	-99.75	185.25
3-BR-11-CWC01	CA Welcome Center San Francisco	1	07/01/19	06/30/20	25.00	12	300.00	-15.00	0.00	0.00	285.00
5-BR-11-WF/SW	WSF Seattle/Bainbridge	1	07/01/19	09/30/19	155.25	3	465.75	-23.29	0.00	0.00	442.46
5-BR-11-WF/SW	WSF Seattle/Bainbridge	1	05/01/20	06/30/20	155.25	2	310.50	-15.53	0.00	0.00	294.97

1. **Brochure Placement.** The actual placement and positioning of Advertiser's brochure in Certified's brochure display rack(s) and/or website(s) under this Agreement shall be within the sole and absolute discretion of Certified. Certified shall use its reasonable efforts to maintain adequate numbers of the brochures at each physical display rack, but Certified shall have no liability to Advertiser where the number of brochures is reduced or completely depleted due to special events or due to other circumstances beyond Certified's reasonable control.
2. **Fuel Surcharge.** Certified may, from time to time, impose a temporary fuel surcharge equal to 3.0% of the net monthly fee specified in the monthly billing schedule, upon 30 days written notice to Advertiser. Advertiser may elect to cancel contract on five day's written notice without penalty if surcharge is deemed unacceptable.
3. **Rights of Location Management.** The person or entity which owns or controls the physical premises at which a physical display rack is located shall have the right to object to the display of Advertiser's brochures. If Certified is informed of such objection, then it may in its sole and absolute discretion, without notice to Advertiser, remove the brochures from such location and place them at another location with no reduction in the fees due from Advertiser.
4. **No Representations or Warranties.** Certified does not make and specifically disclaims any representation, warranty or guarantee to Advertiser, including without limitation, any representation or warranty that: (a) any particular number of brochures will actually be distributed; (b) any particular amount of website traffic will be realized; (c) use of Certified's website(s) will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (d) Certified's website(s) will meet Advertiser's requirements or expectations; or (e) the servers that make Certified's website(s) available will be free of viruses or other harmful components.
5. **Shipment of Brochures.** All tangible brochures and/or publications to be distributed under this Agreement shall be shipped to Certified warehouse location(s), freight prepaid at Advertiser's expense. Any freight costs incurred by Certified on behalf of the Advertiser will be billed back to the Advertiser.
6. **No Other Rights.** This Agreement does not constitute a distributorship, joint venture, partnership, franchise, or other form of business relationship. Advertiser shall have no rights to renew or extend this Agreement. Any offer to renew or extend this Agreement by Certified shall be in its sole and absolute discretion and subject to any terms or conditions that Certified may impose in connection therewith.
7. **Reproduction of Materials; Compliance with Laws; Indemnity.** Advertiser hereby authorizes and grants to Certified and its affiliates a non-exclusive, royalty-free, worldwide license to scan, digitize, modify, reproduce and distribute Advertiser's marketing materials, including but not limited to Advertiser's advertising brochures, trademarks, service marks and copyrighted materials, for the promotional purposes contemplated by this Agreement. Advertiser represents and warrants that (i) all materials provided or made available to Certified comply with all applicable laws and regulations, including copyright, publicity and trade secrecy laws; (ii) such materials are solely and exclusively owned by Advertiser and do not infringe upon the rights of any third party; and (iii) Advertiser has the sole and exclusive right and authority to grant the rights provided herein. Advertiser shall indemnify, defend and hold Certified harmless against any loss, damage, claim, liability or expense, including but not limited to legal fees and court costs, arising out of or related to the contents of Advertiser's materials and/or Advertiser's breach of any representation or warranty provided in this Agreement.
8. **Partial Invalidity.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be read as though the invalid or unenforceable portion or provision was never included. The remainder of this Agreement excluding the invalidity or unenforceable portion or provision shall continue in full force and effect.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principals.
10. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
11. **Limitation on Damages.** Certified will not be liable for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God and other force majeure events. In no event shall Certified be liable for lost profits or other consequential or incidental damages sustained by Advertiser as a result of a breach of this Agreement by Certified. In the event Certified materially breaches this Agreement, then it is agreed that Advertiser will be entitled to recover a maximum amount equal to one month of the fees due from Advertiser to Certified as liquidated damages.
12. **Indemnification.** Advertiser shall indemnify, defend and hold Certified harmless from and against any and all claims, threats, suits or liability (including legal fees and costs incurred by Certified in defending or responding to any claim, threat, or suit and any amounts paid by Certified in satisfaction of any judgment or other award incurred or expended by Certified) in any way related to, connected with, or arising out of the services provided to Advertiser in connection with this Agreement, including the posting of Advertiser's materials on Certified's website(s), and all publication, production and/or print design work produced for or used on behalf of Advertiser by Certified. Its agents, assigns and subcontractors, concerning or related to this Agreement.
13. **Jurisdiction and Venue.** Advertiser consents to the exclusive jurisdiction of the superior courts of the State of California, County of San Diego, in connection with any dispute arising under or related to this Agreement.
14. **Modification in Writing.** This Agreement may be modified only by a writing executed by the party to this Agreement against whom enforcement of such modification is sought.
15. **Transfer of Rights.** Advertiser may not transfer its rights under this Agreement without the prior written consent of Certified, which consent shall not be unreasonably withheld.
16. **Prior Understandings.** This Agreement and the documents attached hereto contain the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supercedes all prior understandings, agreements, representations and warranties, whether oral or written, with respect to such subject matter.
17. **Notices.** All notices and/or communications regarding this Agreement other than a change of address, shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid and return receipt requested, FAX'd to Certified's corporate office, or by an overnight express courier service that provides written confirmation of delivery to such party at such party's address shown on the front of this Agreement.
18. **Waiver.** No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver, nor will any single or partial exercise of any right preclude the further exercise of any other right.
19. **Failure to Provide Brochures.** Failure on the part of Advertiser to provide a sufficient number of brochures and/or to submit electronic copies of brochures in digital format(s) as requested by Certified shall in no way affect Advertiser's obligation to pay Certified under the terms and conditions of this Agreement.
20. **Loss of Material.** Certified is not responsible for the loss of, or damage to, Advertiser's brochures and/or other literature under any circumstances. Advertiser is responsible for securing appropriate insurance coverage to protect against any loss or damage to its brochures and/or other literature.
21. **Print & Advertisement Disclaimer.** In no event shall Certified be liable for color variance in any part or whole of Advertiser's publications, whether in print or included on Certified's website(s). Also, Certified will not be liable for errors in Advertiser's publications after Advertiser has signed approval to print and/or provided electronic copies, as applicable. If Advertiser does not indicate specific color preference, Certified reserves the right to specify color of advertisement.
22. **Website Content.** Advertiser shall, at Certified's request, submit electronic copies of brochures to be included on Certified's website(s) in digital format(s) as reasonably requested by Certified from time to time.
23. **Cancellation.** This Agreement may be cancelled by either party with at least thirty (30) days written notice to other party; provided, however, if this Agreement includes an advertisement in a publication, the parties acknowledge that cancellation is not possible within 30 days of the publication date or at any time following publication. Adjustment will be made to the actual earned rate. If paid in advance, any unearned fees will be refunded less any adjustment to the actual earned rate. Additionally, if an invoice for advertising space on the Washington State Ferry System (WSF) or BC Ferries (BCF) is not paid by Advertiser within 30 days, Certified may cancel this Agreement immediately without notice.
24. **Washington State Ferry Program (WSF), BC Ferries Program (BCF) & California Welcome Center Program (CWC).** In the event Certified Folder Display Service, Inc. is unable to provide advertising space in either the (WSF), (BCF), or (CWC) programs as contracted for, this Agreement may be cancelled immediately by either party without penalty.
25. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Advertiser and Certified and nothing in this Agreement may be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right.

APPROVED BY ADVERTISER

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_