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**CITY OF NEWPORT, OREGON  
TOURISM MARKETING GRANT AGREEMENT**

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and Oregon Rides & Events, LLC (Grantee) for Barrel to Keg Relay, July 13, 2024 (Event).

**TERMS OF AGREEMENT**

**1. PURPOSE**

The purpose of the grant program is to promote tourism and increase stays in lodging establishments within the city limits of Newport by funding advertising outside of Lincoln County. Events/activities scheduled for the off and/or shoulder seasons, September 15 through June 15.

**2. ACKNOWLEDGEMENT**

Acknowledgement must be given to the City of Newport in all promotional materials and programs associated with the event/activity.

**3. FINAL REPORT**

Grantees are required to provide the City with a final report summarizing the results of the event/activity including attendance, publicity outside of Lincoln County, lodging occupancy resulting from the event, advertising breakdown, and closing revenue/expenditure report. Failure to provide a final report to the City shall jeopardize future applications.

This information must be submitted to the City Manager's Office no later than one month from the final day of the event/activity.

Samples of all marketing materials and acknowledgements should be attached to this report.

**4. COMPENSATION AND PAYMENT**

The Grantee shall be paid \$ \$4,999 for marketing and advertising the event outside of Lincoln County. Grant monies shall be paid after an invoice with incurred advertising costs, and a final report as noted in Section 3. above, has been submitted.

Payment to Grantee shall be made by City within thirty (30) days of receipt of the final report and invoice(s) for marketing and advertising the event outside of Lincoln County.

## 5. TERM

This agreement shall be effective when signed by both parties and end thirty days after submission of the final report.

## 6. SUBMITTING NOTICE, BILLS AND PAYMENTS

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

City of Newport  
Attention: City Recorder  
169 SW Coast Highway  
Newport, Oregon 97365

e.glover@newportoregon.gov

## 7. WARRANTY & INDEMNIFICATION

Grantee certifies that:

- A. Grantee is fully liable for the acts and omissions of Grantee, the 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. Grantee's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

## 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.

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**8. COMPLIANCE WITH LAWS AND RULES**

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


**City of Newport:**

  
\_\_\_\_\_

Date: 6/18/24

Spencer R. Nebel, City Manager  
City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365  
Business Phone: 541.574.0603

**Grantee:**

  
\_\_\_\_\_  
(Grantee Signature)

Date: 6/12/24

Address: 

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_