

**CONTRACT FOR PROVISION OF VISITOR AND TOURISM SERVICES BETWEEN
THE GREATER WARRENSBURG AREA CHAMBER OF COMMERCE AND
VISITORS CENTER AND THE CITY OF WARRENSBURG, MISSOURI**

This agreement is made and entered into as of November 14, 2011, by and between the City of Warrensburg, Missouri (the "City"), and the Greater Warrensburg Area Chamber of Commerce and Visitors Center (the "Visitors Center").

WHEREAS, the voters of the citizens of the City of Warrensburg have authorized the City to implement a 2.5 percent Lodging Tax; and,

WHEREAS, the Lodging Tax shall be levied on each sleeping room occupied and rented by transient guests of Hotels and Motels and Bed and Breakfast businesses located in the City; and;

WHEREAS, the proceeds from the Lodging Tax must be expended for the promotion of tourism; and,

WHEREAS, the City and the Visitors Center desire to enter into a mutual agreement in which the City shall be responsible for collecting the Lodging Tax and the Visitor Center shall be responsible for expending said funds in the promotion of tourism;

WHEREAS, this agreement is entered into to set forth the respective duties and obligations of each party, as it relates to tourism purposes, for the period commencing November 14, 2011 to September 30, 2012; and,

WHEREAS, the expenditure of public funds must be in furtherance of a public purpose or benefit; and,

WHEREAS, the Visitors Center is willing to enter into an Agreement to provide certain public services and benefits to the City; and,

WHEREAS, this Agreement is entered into to set forth the respective duties and obligations of each party, and

WHEREAS, the parties wish to express their intention to establish a joint relationship through at least 2015 for the purposes set forth in this Agreement, subject to the terms and cancellation provisions contained herein.

NOW, THEREFORE, in consideration of the promise of payment of funds from the collection of the Lodging Tax and the Agreement to provide services to citizens of the City by the Visitors Center, the parties agree as follow:

1. The Visitors Center agrees during the contract period to participate with the City in the following manners, to be conducted directly by the Convention and Tourism Advisory Board:

- a. The Visitors Center agrees during the contract term to work with the Warrensburg City Council, the City Manager and City staff to advance tourism through the pursuit of the Visitors Center's goals;
- b. Prepare and submit to the City a monthly activity report on the activities of the Visitors Center and Convention and Tourism Advisory Board by noon on Wednesday before the second Monday of each month;
- c. Prepare and distribute to the City an annual report by September 15, 2012 that includes the status of accomplishments of the Visitors Center's goals;
- d. The Visitors Center agrees at all times during the contract term to be responsible for the expenditure of the funds in the Visitors Center tourism fund, and to use good and professional judgment in the expenditure of such funds,
- e. The Visitor Center agrees that the Convention and Tourism Advisory Board shall have full control of the budgeting and expenditure of all monies transferred from the City,
- f. Annually appoint two of the five members of the Convention and Tourism Advisory Board with at least one appointee being from the hotel and motel or bed and breakfast industry when possible,
- g. Utilize the funds from the convention and tourism fund only for the purpose of promoting tourism for the City of Warrensburg,
- h. The Visitors Center agrees to house the Convention and Tourism Advisory Board personnel and offices in the Warrensburg Chamber of Commerce and Visitors center, to include use of equipment supplies and related office expenses,
- i. Prepare and submit a five year marketing plan, and report annually on activities in furtherance of the plan and modifications to the plan,
- j. Prepare and submit a plan and time line for implementation of the themed solutions March 2010 marketing evaluations recommendations, including all recommended data and statistical compilation and tracking,
- k. Develop and report on private business partnerships in furtherance of statistical tracking, marketing and tourism incentive programs,
- l. Report on both projected annual budgets in advance and actual expenditures at the conclusion of each year, including ratios of expenditures for marketing, administration and operating costs,

- m. Develop proposed annual benchmark statistics to implement in future years as performance measures for marketing efforts.

2. The City agrees, during the contract period, to participate with the Visitors Center in the following manner:

- a. Collect the 2.5 percent Lodging Tax on the gross daily rent due and paid by transient guests of all sleeping rooms occupied and rented by transient guests of hotels and motels and bed and breakfast businesses located in the city. The City shall deposit the funds received from this tax in a fund created and known as the convention and tourism fund;

- b. Designate The Greater Warrensburg Area Chamber of Commerce and Visitors Center as the "Designated Marketing Organization," as defined by the Missouri Division of Tourism, for the City of Warrensburg;

- c. Upon renewal of this agreement, the City agrees to continue to issue 100% of the Lodging Tax funds collected to the Visitors Center on a monthly basis no later than the 15th of each month;

- d. To maintain an open line of communication with the Convention and Tourism Advisory Board, and the Chamber of Commerce Board of Directors and staff regarding tourism issues;

- e. Attend and participate in the various functions sponsored by the Visitors Center such as, tourism events, networking opportunities, and welcome receptions for the various groups and organizations visiting Warrensburg;

- f. Appoint three members to the Convention and Tourism Advisory Board for a total of five Members, with at least one appointee being from the hotel and motel or bed and breakfast industry when possible.

3. The Visitors Center agrees to save and hold harmless the City from any and all liability or damages, including legal fees and court costs, which may arise out of the Visitors Center performance of the Agreement.

4. Both the City and the Visitors Center agree to maintain the confidentiality of prospects and project activity under the direction of the City and the Visitors Center until such time as the prospect/projects deem appropriate.

5. In the event the City or the Visitors Center is made aware of any default under this Agreement, and such notice is made in writing, which the City or Visitors Center fails to correct within thirty days from the date of notification, the City or Visitors Center may cancel and terminate this Agreement.

6. The City may terminate the Visitors Center's services under this Agreement at any time during the term of the Contract by giving notice of its intention to do so, in writing, thirty days in advance. After delivering this notice, no further disbursements of collected lodging taxes will be made by the City to the Visitors Center.

7. Any notice required by this Agreement shall be effective upon mailing, postage prepaid, using the following information:

Chamber: Executive Director
Warrensburg Area Chamber of Commerce & Visitors Center
100 South Holden
Warrensburg, Missouri 64093

City: City Manager
City of Warrensburg
102 South Holden
Warrensburg, Missouri 64093

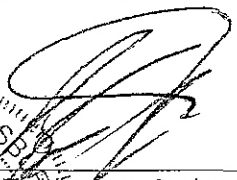
8. Within thirty days upon submittal of the annual report as referenced in 1 C. above, the services provided hereunder shall be submitted to the City Council for review and comment. After receipt of these reports, the City and Visitors Center may, at their discretion, review and comment on each organizations performance throughout the year.

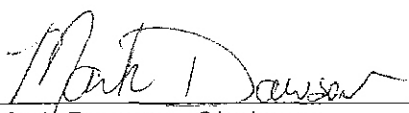
9. Upon receipt of the Visitors Center annual report for fiscal year 2012, the City and the Visitors Center may renew this contract on an annual basis.

IN WITNESS WHEREOF, the undersigned have placed their signatures as representatives of the parties hereto as of the day and year first above written.

CITY OF WARRENSBURG, MISSOURI


THE GREATER WARRENSBURG AREA
CHAMBER OF COMMERCE &
VISITORS CENTER

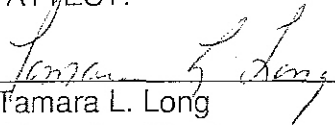

Bruce E. Howey, Acting City Manager


Mark Dawson, Chairman

ATTEST:

ATTEST:


Cindy Gabel
City Clerk


Tamara L. Long
Executive Director