

## SERVICES AGREEMENT

Agreement dated as of January 2, 2018, between GMAC Communications, a limited liability company organized and operating under the laws of the State of New Jersey ("Rep"), and Orlando/Orange County Convention & Visitors Bureau, Inc., a not-for-profit corporation organized under the laws of the State of Florida, d/b/a Visit Orlando ("Visit Orlando").

WHEREAS, Visit Orlando wishes Rep to perform a scope of services which shall be performed in accordance with the terms and conditions of this Agreement; and

WHEREAS, Rep wishes to perform Services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Rep and Visit Orlando agree as follows:

### **ARTICLE I Basic Obligations of the Parties**

1.1 *Services.* Subject to the terms and conditions contained in this Agreement,

(a) Rep agrees to promptly perform the Services described within the Scope of Work document Visit Orlando will supply.

(b) Visit Orlando agrees to pay for such Services as specified in Section 2.1, below.

1.2 *Employees of Rep.* All personnel assigned by Rep to perform Services shall be employees or approved subcontractors of Rep. Rep will manage, administer and control all employees and subcontractors assigned to perform Services under this Agreement.

1.3 *Legal Compliance.* Rep shall comply with all federal, state, agency and/or local laws and regulations that may be applicable, including but not limited to safety, health, and the timely and full payment of all wages, salaries, expenses, and all employer contributions, withholding or payments for federal, social security, and federal and state unemployment taxes, as well as any other payroll or withholding taxes relating to such employees.

1.4 *Independent Rep Status.* In the performance of the Services, Rep shall at all times be an independent contractor such that Visit Orlando will not direct or

supervise Rep in any way and nothing in this Agreement shall at any time be construed to create an employment, principal and agent, partnership or joint venture relationship between Visit Orlando and Rep. Rep shall have the entire charge, control, and supervision of the performance of the Services. Rep agrees that he or she is not, and will not be, an agent of Visit Orlando. Neither Rep, nor any subcontractor, agent, or employee thereof, directly or indirectly, will act as an agent, servant or employee of Visit Orlando, or make any commitments or incur any liabilities on behalf of Visit Orlando without Visit Orlando's prior written consent.

## **ARTICLE 2**

### **Terms of Payment and Volumes**

2.1 *Compensation.* In consideration for the performance of Services, Visit Orlando will pay Rep for Services rendered an 6-month retainer fee of \$30,000 to be paid \$5,000 per month in US dollars within 30 days of each calendar quarter.

#### 2.2 *Terms.*

(a) The Contract Price includes all amounts to be paid by Visit Orlando under this Agreement, other than as specifically set forth, and shall be payable upon completion or as otherwise defined. Rep will be responsible for paying all of its own taxes, including estimated income tax payments and self-employment taxes with respect to the amounts paid to Rep by Visit Orlando under this Agreement.

(b) Rep agrees to provide Services without additional charge. This amount also covers non-project related expenses including all voice and data communications, photo copies, delivery charges, photo processing, shipping, postage and wire fees that are acquired from the Rep's bank as a result of receiving payment from Visit Orlando. Visit Orlando will not reimburse for office supplies, storage, office furniture and equipment unless approved by Visit Orlando in writing in advance.

(c) Visit Orlando also agrees to reimburse Rep for reasonable and customary expenses incurred in the performance of services, including but not limited to pre-approved travel and entertainment and project costs. Expenses should be billed to Visit Orlando in the currency in which they were incurred. If Rep requests payment to a U.S. bank account, the reimbursement will be converted to U.S. dollars at Visit Orlando's bank's daily rate in effect on the date of payment. Expenses will be paid thirty (30) days after the invoice and supporting documentation has been received by Visit Orlando.

(d) Rep agrees to exercise their best effort to minimize expenses incurred on behalf of Visit Orlando. Rep agrees to follow Visit Orlando's Travel and Entertainment and Procurement policies and any other Visit Orlando policy provided

2.3 *Volume.* Visit Orlando makes no representations or guarantees as to the extent or amount of Services that it will engage Rep to perform under this Agreement; provided, however, that Rep agrees to use its best efforts to perform such Services as Visit Orlando may request.

### **ARTICLE 3 Term of Agreement**

3.1 *Term.* This Agreement shall be effective from the date hereof and shall terminate on July 31, 2018, at which time it may be renewed, extended, or modified by a written agreement signed by both Rep and Visit Orlando; provided however, that either party shall have the right to terminate this Agreement prior to such date, at any time upon not less than 30 days written notice to the other party specifying the effective date for termination. If no written renewal, extension or termination has been executed by the termination date stated above, the parties agree to continue under the terms of this agreement on a month-to-month basis for up to an additional 12 months at which time this agreement will terminate.

3.2 *Survival of Certain Articles.* Rep agrees that notwithstanding the termination of this Agreement pursuant to Section 3.1 hereof, Section 4.4 and Articles 6, 8, and 9 shall survive any such contract termination and will remain in full force and effect according to their respective provisions.

### **ARTICLE 4 Risk Insurance, Laws and Indemnification**

4.1 *Risk.* Rep will provide for all proper safeguards and shall assume all risks of loss to Rep and its subcontractors, agents, and employees incurred in the performance of Services.

4.2 *Insurance.* Rep will provide the insurance coverage set forth below and will deliver to Visit Orlando certificates of insurance. Rep will also notify Visit Orlando within thirty (30) days of any termination of policy, change of policy limits or change of insurance carrier:

(a) *Workers' Compensation – Coverage for Rep's employees, if any, with statutory workers' compensation limits, or comparable type coverage if such coverage is required in Rep's country of domicile.*

(b) *Commercial General Liability – Coverage for all operations with not less than \$500,000 per occurrence.*

(c) **Business Automobile Liability** – Coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000.

4.3 **Laws.** Rep shall comply with all applicable federal, state and local laws and regulations governing health and safety of its employees assigned to perform Services, including applicable environmental laws.

4.4 **Indemnification.** Rep shall indemnify, insure, defend, and hold Visit Orlando harmless from and against, and reimburse Visit Orlando for, any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (i) any personal injury or property damage that occurs in the course of, or otherwise in connection with, Rep providing the Services, and (ii) any breach by Rep of any of the terms of this Agreement.

4.5 **Limited Liability.** Visit Orlando shall have no obligation whatsoever to compensate Rep on account of any injuries sustained as a result of the performance of services, and Rep hereby waives, on their own behalf or on behalf of any persons claiming by, through or under Rep, any and all rights of recovery which Rep may now or hereafter have against Visit Orlando on account of any such bodily injury sustained by Rep as a result of the performance of services. Rep shall not in action or proceeding, or otherwise, assert any claim for consequential damages against Visit Orlando or account of any loss, cost, damage or expense, which Rep may suffer or incur because of any act or omission of Visit Orlando or its employees and Rep hereby expressly waives all such claims.

## **ARTICLE 5**

### **Performance of Services**

5.1 **Conduct of Personnel.** Without limiting the responsibility of Rep for the proper management and direction of its personnel and subcontractors in the performance of Services, the conduct of the personnel performing Services is to be guided by rules and regulations that will be set forth in a separate document as well as any additional special written instructions that may be agreed to by Visit Orlando and Rep. Rep will maintain the highest ethical standards.

5.2 **Supervision.** Rep is responsible for the direct management and supervision of its personnel and subcontractors through its designated representative, and such representative will, in turn, be available at all reasonable times to report and confer with the designated agents or representatives of Visit Orlando with respect to Services being rendered.

5.3 *Qualifications and Removal.* Rep agrees that Services to be provided will be performed by qualified, capable, and efficient employees or subcontractors in strict conformity with the best practices and highest reasonable standards applicable. Rep further agrees that upon request of Visit Orlando it will remove from the performance of Services hereunder any of its employees or subcontractors designated by Visit Orlando.

5.4 *Right to Use Work Product.* Rep hereby irrevocably grants to Visit Orlando the right to use the work product resulting from the Services in perpetuity.

5.5 *Performance of Services.* Rep agrees that the Services will be performed only by the individuals/subcontractors approved by Visit Orlando.

5.6 *Delivery.* Upon termination pursuant to Article 3, or otherwise upon the request by Visit Orlando, Rep shall return and deliver to Visit Orlando all information, documents, and all other material within its possession or control in which Visit Orlando has proprietary or exclusive rights.

5.7 *Customer Relationship Database (CRM).* Visit Orlando maintains a CRM system which includes key customer (e.g., travel trade, travel agents, meeting planners, journalists and consumers) data. During the performance of Services, Rep will have interaction (e.g., meetings, discussions, trips, trade shows, negotiations, etc.) with customers. As an ongoing part of Services performed, Rep is required to fully document a summary of contact/interaction with customers directly in the customer's record in the CRM system on a timely basis.

While Rep will be permitted web-based access to the CRM system, Rep acknowledges that the data in the CRM system, including data accumulated and input by Rep in the performance of Services, is the sole property of Visit Orlando. Printing, downloading, or otherwise copying the data, other than in the performance of Services, is strictly prohibited and will be considered theft of valuable intellectual property.

**ARTICLE 6**  
**Confidential Information**

6.1 The terms of this agreement should be treated by the parties as confidential. In addition, the parties each may provide to the other certain confidential information. When the providing party designates such information as confidential, or if the receiving party has a reasonable basis to believe that such information is confidential or should be treated as confidential, then the other party agrees to maintain its confidentiality by not disclosing that information and taking reasonable precautions to protect its confidentiality. Information designated confidential or reasonably implied to be confidential shall only be used in a manner consistent with the reason for its being provided to the other party.

Regardless of the designation of information as confidential as contemplated by this agreement, information exchanged by the parties shall not be deemed to be confidential when it is publically known, is received from another source who can lawfully disclose such information without a duty to maintain its confidentiality, is already known by the receiver prior to receiving such information from the other party, and/or when it is independently developed, all without breach of this agreement. Further, information shall not be deemed confidential, regardless of designation, when required to be disclosed by federal, state or local law, regulation or rule, or as a result of directive, subpoena or order issued by an authority possessing competent jurisdiction to require its disclosure. The parties may share confidential information with their affiliates, related entities and/or professionals hired to provide services to a party so long as such recipient agrees to maintain the confidentiality of the information. Visit Orlando maintains the prerogative in its sole discretion either to release the terms and conditions of the agreement when prudent to do so in response to a request for public records even though Florida's Public Records Act does not apply to Visit Orlando, or otherwise as it deems appropriate. Visit Orlando may also disclose the terms and conditions of this agreement to governmental entities when required to do so by contract.

**ARTICLE 7**  
**Excuse for Non-Performance**

7.1 *Delays.* Rep's obligation to perform Services hereunder shall be excused without liability when prevented by strike, acts of God, governmental action, accident, or any other condition beyond its reasonable control. Rep agrees to resume performance of Services as soon as practicable following cessation of such condition.

**ARTICLE 8**  
**Competition and Solicitation**

8.1 *Competition and Solicitation.* Rep agrees not to represent, without Visit Orlando's written consent, either in whole or part, another competing destination (as defined by Visit Orlando) during the term of the contract. The term destination is meant to describe an area such as a state, province, city or county that is normally represented or promoted by a chamber of commerce, tourism board, tourist development council, convention & visitors bureau, destination marketing organization, or through private institution. Visit Orlando is to be previously advised of all new business solicitations by the Rep that could be construed as a conflict of interest to Visit Orlando or any of its members. The Rep may not represent Orlando theme parks or other entities that could cause a conflict of interest.

Representation of any destination or other party, as described in this section, without Visit Orlando's explicit written approval, will constitute a breach of this agreement and allow for immediate termination by Visit Orlando without further compensation.

8.2 Rep agrees not to solicit employees of Visit Orlando for employment or contract by Rep during the term of this agreement, or for 12 months thereafter, without prior consent of Visit Orlando.

**ARTICLE 9**  
**Consequential Damages**

9.1 Visit Orlando may in any action or proceeding, or otherwise, assert any claim for consequential damages, whether direct or indirect, against Rep on account of any loss, cost, damage or expense which Visit Orlando may suffer or incur because of any act or omission of Rep, or its employees or subcontractors, in the performance of Services.

**ARTICLE 10**  
**Security**

10.1 *Security.* Rep will maintain strict security (i) with respect to any property, materials, information, documents or facilities granted access to Rep by Visit Orlando or available to Rep in the performance of Services, and Rep shall allow no person other than its employees and those of Visit Orlando access to such property, materials, information, documents, or facilities.

**ARTICLE 11**  
**General**

11.1 *Assignment.* Rep may not assign any of the rights or obligations under this Agreement and any attempted assignment thereof without such consent will be null and void.

11.2 *Governing Law; Venue.* This Agreement will be governed in all respects by the law of the State of Florida, without regard to its conflict of laws principles. Jurisdiction of and venue for any action or proceeding arising out of or connected with this Agreement shall lie exclusively in the state courts of competent jurisdiction in and for Orange County, Florida. Each of the parties hereto expressly waives such party's rights as to any other jurisdiction and venue and agrees that such party shall be subject personally to the jurisdiction of the agreed-upon courts.

11.3 *Amendment.* This Agreement may be amended only by an instrument in writing executed by the parties or their authorized delegates or assignees.

11.4 *Section Headings.* Section and Article headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

11.5 *Notices.* All notices pursuant to this Agreement shall be in writing, except as provided herein. Notices in writing shall be sufficient if hand delivered or mailed by first class mail, postage prepaid, to the attention of the person listed below:

Rep: Gabby McNamara  
Zero Woolley Street  
Monmouth Beach, NJ 07750

Visit Orlando: Chief Operating Officer  
Currently held by Larry Henrichs  
6277 Sea Harbor Drive, Suite 400  
Orlando, FL 32821



11.6 *No Waiver of Performance.* Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

11.7 *Entire Agreement; Conflicting Provisions.* This Agreement constitutes the entire agreement between Visit Orlando and Rep with respect to the subject matter hereof and no representation, writing, or statement not contained in the main body of this Agreement shall be binding upon Rep or Visit Orlando as an enforceable promise, contractual undertaking, warranty, or otherwise.

11.8 *Counterparts; Execution.* This Agreement may be executed in any number of counterparts, each of which, when attached hereto, shall constitute a fully executed Agreement. Signatures transmitted via facsimile, portable document format (.pdf), or other electronic means shall be deemed original signatures for all purposes hereunder.

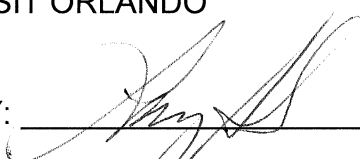
**IN WITNESS WHEREOF**, the parties hereto have respectively caused this nine (9) page Agreement to be executed by their duly authorized officers as of the day and year first written above.

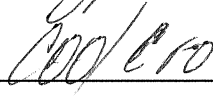
REP

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

VISIT ORLANDO

BY:  \_\_\_\_\_

TITLE:  \_\_\_\_\_

## **Visit Orlando Public Relations**

### **PR Contractor – U.S.**

#### **Scope of Work**

**Start/End Dates: January 2, 2018**

**6 month agreement, with the option to extend**

**Monthly Fees – \$5,000 per month; min of 40 hours of contractor work dedicated to the business**

#### **Scope:**

- Work with client to develop and execute U.S. consumer publicity plans related to campaigns or specific announcements
- Participate in regular series of ongoing communication as needed (i.e., regular calls, status reports, biweekly CEO reports, etc.).
- Participate in brainstorming sessions to create communications programs in support of campaigns, opportunities and challenges related to Client.
- Work with Client to establish goals and meet goals for media coverage as outlined in Global Communications' Key Performance Indicators (i.e., # of destination orientations, placement in target media, and influencer engagement).
- Generate coverage in target media for mutually agreed upon campaigns/messaging in key markets to include NY-based national media, regional media in key markets in the north east: NYC, Philadelphia, Boston, D.C. and others to be determined in the target media list .
- Execute in-market elements of campaigns as mutually agreed upon
- Assist, as needed, with requests for press trips received from airlines and industry partners
- Attend industry events on behalf of Client as requested and mutually agreed upon
- Arrange and execute media appointments for Orlando representatives.
- Screen/vet journalist visit requests and work with the Client publicity team to develop the appropriate itinerary for visiting journalists.
- Provide information in response to journalist inquiries.
- Work with Client to prepare media pitches from press materials and relevant editorial communications provided by the Client
- Establish and maintain good relations with target media on behalf of Client; regularly pitch new story ideas.
- Regularly apprise Client of relevant emerging stories in-country such as travel trends, travel company mergers, economic situations, crisis situations, other destination campaigns, etc. and advise on appropriate messaging accordingly.
- Consult with Client to refresh target media list (print, broadcast, and online media) and social media / non-traditional media influencers (when appropriate) to be used to focus efforts aimed at generating feature coverage for Orlando