AGREEMENT

THIS AGREEMENT, the ("Agreement") is entered into by and between the City of Dunwoody, a Georgia municipality, (the "City") and the Convention and Visitors Bureau of Dunwoody, Inc. a Georgia non-profit corporation, (the "CVBD"), effective as of _____ (the "Effective Date").

W I T N E S S E T H:

WHEREAS, pursuant to O.C.G.A. § 48-13-50, et seq., (the "Act") the City may collect taxes and make a portion of such funds available for the purposes of, inter alia, promoting, attracting, stimulating, and developing conventions and tourism in the City; and

WHEREAS, the City has and will continue to receive funds pursuant to the Act (the "Funds") and has chosen to collect 5% of applicable hotel/motel gross revenue pursuant to the Act; and

WHEREAS, the Act requires that the amounts collected above 3% (being the remaining 2%) are to be expended in promoting, attracting, stimulation and developing conventions and tourism in the City (hereinafter "Funds"); and

WHEREAS, said Act further provides that Funds so expended shall be expended only through a contract or contracts with the state, a department of state government, a state authority, or a private sector nonprofit organization, or a combination of such entities, except for certain qualifications; and

WHEREAS, CVBD qualifies as a private section nonprofit organization under the terms of the Act, as it is a recognized IRC 501(c)(6) and Georgia non-profit organization, and is desirous of contracting with the City with regard to expenditure of the Funds; and

WHEREAS, the City desires to promote tourism, conventions and trade shows, and is willing to provide ~~up to~~ 2% Funds pursuant to the Act to CVBD toward that end;

NOW, THEREFORE, in consideration of the mutual benefits flowing to each party hereunder, the parties do agree:

1. APPOINTMENT OF CVBD.

1.1 The City selects CVBD as an entity through which funds provided by the City, shall be expended for the purpose of promoting tourism, conventions and trade shows and for other authorized activities, subject to the terms and conditions outlined herein. These activities shall include, but are not limited to:

a) To promote the lease of facilities in the City on dates available;

b) To conduct coordinated advertising, publicity and promotion campaigns emphasizing the attractions offered in the City for meetings, groups and visitors;

c) To maintain exhibit booths for the purpose of attracting visitors, ~~contentions~~conventions, meetings, exhibits, selected trade, sport and consumer shows, and other events in the City;

d) To cause to be printed and distributed in adequate quantities visitor literature of appropriate quality and material to Georgia Welcome Centers, as well as visitor information centers located in places of public accommodation;

e) To participate in appropriate tourism agencies and convention associations such as the Georgia Department of Economic Development, The Georgia Society of Association Executives, in order to assure that favorable publicity about the City be continued and expanded;

f) To solicit convention and meeting organizations to use appropriate facilities located in the City;

g) To provide tourism and event planning services to associations, organizations or groups convening or holding meetings in the City;

h) To prepare, publish and update during the term of this agreement and any renewals thereof, materials providing specific information on hotels and motels located in the City, and to distribute said materials to association executives and planners of meetings;

i) To coordinate with the appropriate City departments, local hotels, restaurants and entertainment facilities;

j) To strive to provide an environment in which a visiting group or organization enjoys a coordinated and productive visit to the City;

k) To prepare, publish and update during the term of this agreement and any renewals thereof, materials providing specific information on hotels and motels located in the City, and to distribute said materials to association executives and planners of meetings;

l) To appear both quarterly and on request ~~from time to time~~ before the Mayor and City Council at a public meeting to discuss the CVBD's operations and finances;

m) To coordinate the services provided by the CVBD with services provided by other convention and tourism promotion services providers contracted by the City so that the CVBD shall not duplicate services performed by other providers and the City shall receive the maximum benefit from the convention and tourism promotion money that it spends;

n) To perform all other obligations provided elsewhere in this Agreement.

1.2 CVBD does accept the appointment by the City subject to the terms and conditions outlined herein.

1.3 The City shall appoint in writing a Dunwoody authorized representative with respect to work to be performed under this Agreement until the City gives written notice of the appointment of a successor. The City authorized representative shall have complete authority to transmit instructions, receive information, and define Dunwoody policies. CVBD may rely upon written consents and approvals signed by the City authorized representative.

2. USE OF FUNDS.

All Funds paid to CVBD hereunder shall only be expended for the purposes of promoting tourism, conventions and trade shows and any other activities expressly authorized by the City Council of the City of Dunwoody and pursuant to the requirements of the Act.

3. ADDENDA; STATEMENTS OF WORK.

3.1 In addition to the expenditures made by the CVBD pursuant to this Agreement and the Act, the City may propose specific activities or projects (each a "Project") for the use of Funds pursuant to the Act and the term of this Agreement. However, prior to the Funds being expended for said Project, the parties shall execute addenda or statements of work, which may set forth, inter alia, a description of the Project, a budget for the Project, a timeline for the Project, any other parties or entities involved in the Project, benchmarks for the Project and the like. The purpose of each such addenda or statement of work is to clarify the scope and nature of each Project; however, no such addenda or statement of work shall be required to pay Funds to CVBD pursuant to the Act and this Agreement, or for the CVBD to expend Funds pursuant to the Act and this Agreement.

4. ANNUAL BUDGET.

4.1 The CVBD annual budget is subject to review and approval by the City Council. ~~The budget may be reviewed approved no later than sixty (60) days prior to the commencement of the CVBD fiscal year. During the initial term of this agreement, t~~The City shall provide the full 2% Funds collected pursuant to the Act to the CVBD. ~~In subsequent renewals, unless terminated sooner pursuant to Section 10.2, the City reserves the right to provide up to 2% Funds collected pursuant to the Act contingent upon the City's agreement with the proposed expenditures of the CVBD as presented in its proposed budget to the City.~~

4.2 The annual budget must be approved by City Council no later than sixty (60) days prior to the commencement of the fiscal year which begins on January 1 and runs through December 31. During the initial term of this Agreement, the fiscal year shall be

abbreviated, beginning on the Effective Date and ending on December 31; as such the annual budget must be approved by the City Council no later than 14 days prior to the Effective Date.

5. ~~MONTHLY~~ BUDGET REPORTS.

5.1 As of the fifth (5th) day of each month during the term of this Agreement, CVBD shall submit a monthly budget report to the City, which shall provide, inter alia, the amount of Funds in its possession, the amount of Funds expended and the status of any and all Projects for which Funds were expended in the immediately preceding month. Any refunds due shall be retained from the following month.

5.2 In addition to the monthly budget reports, referenced in section 5.1, the CVBD shall submit a quarterly budget report to the City, which shall provide, inter alia the amount of Funds in its possession, the amount of Funds expended and the status of any and all Projects for which Funds were expended in the preceding quarter. The CVBD shall appear before the Mayor and City Council to discuss the CVBD's operations and finances as reported in these quarterly budget reports.

6. MONTHLY STATEMENT OF FUNDS.

The City of Dunwoody Finance Department shall provide the Convention and Visitors Bureau of Dunwoody, Inc., a monthly statement showing the allocation of funds pursuant to this agreement and shall allocate those funds to the CVBD by depositing said funds into its corporate banking account. This monthly statement and allocation shall be provided to the CVBD no later than five (5) business days after the receipt by the City of its monthly assessed revenue pursuant to the Act and City Ordinances.

7. BOOKS AND RECORDS.

7.1 CVBD's books and records relating to the Funds shall be kept in a manner, using general accepted accounting principles and methods, which will enable it to make such reports and accounting as may be required by the City, or as may be required by the Act.

7.2 The CVBD shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after the CVBD has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited, and that have arisen or begun before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever is later.

8. TERMINATION OF PROJECTS.

Any Project begun by CVBD using any Funds shall be terminated at any time upon the decision of the City Council that the continuation is not in the best interest of the City,

or that it fails to qualify under the Act as any allowable activity on which the Funds may be expended, provided that the City shall take due consideration of any obligations made to third parties pursuant to the Project.

9. ADDENDA; MODIFICATION.

This Agreement may be amended by addendum approved by the City and CVBD bearing the effective date and executed by properly authorized representative of each party. Such addenda shall become a part of this Agreement and attached hereto.

10. TERM; TERMINATION.

10.1 The initial term of this agreement shall ~~be one (1) year beginning on the Effective Date, and shall automatically renew each year on the anniversary of the Effective Date, unless terminated sooner pursuant to Section 10.2.~~begin on the Effective Date and end on December 31, coinciding with the Fiscal Year. This Agreement shall automatically renew each year on the first day of the Fiscal Year, unless terminated sooner pursuant to Section 10.2.

10.2 This Agreement and any addendum hereto may be terminated by the City at any time upon sixty (60) days' written notice of intent to terminate; provided, however, that the City shall take due consideration of any obligations made to third parties pursuant to any Project.

11. AUDIT.

11.1 The CVBD's books and records relating to the Funds shall be subject to audit and examination by the City at any time and at the request of the City.

11.2 The CVBD shall have a comprehensive audit performed annually. A copy of this audit report shall be submitted to the City within ninety (90) calendar days of the end of the fiscal year.

12. AFFIRMATION AND INDEMNIFICATION.

12.1 By executing this Agreement, the CVBD hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement, and will further expend such funds in full compliance with City ordinances and state laws. CVBD agrees to defend, indemnify and hold harmless City from and against all claims that arise from its failure or alleged failure to spend funds in compliance with this paragraph, and shall defend the City from and against all claims that arise therefrom, including the reasonable attorneys' fees and court costs of City. Furthermore, if the CVBD fails to spend the funds in the manner contemplated in this Agreement, or fails to meet the timeliness requirements hereof, the CVBD agrees this shall constitute breach hereof and all such funds shall be returned to City immediately.

12.2 The CVBD further agrees to protect, defend, and hold harmless Dunwoody, its officers, agents, and employees from and against any and all claims or liability for

compensation under the Workers' Compensation Act arising out of injuries sustained by any employees of the CVBD.

13. NOTICES.

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

City of Dunwoody: 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30350, Attention City Manager.

CVBD: _____

14. ASSIGNMENT.

The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this Agreement without prior written approval of all parties hereto.

15. GOVERNING LAW; VENUE.

It is the intention of the parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the parties. Any action to resolve a dispute under this Agreement shall be in the state courts of DeKalb County or, at the request of either party, through binding arbitration pursuant to the rules of the American Arbitration Association, conducted in DeKalb County, Georgia.

16. MISCELLANEOUS PROVISIONS.

16.1 In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

16.2 On and after the date of this Agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

16.3 Time is and shall be of the essence under this Agreement.

16.4 This Agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this Agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this Agreement. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

16.5 Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity. No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

16.6 This Agreement shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this Agreement shall be construed as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

16.7 The CVBD shall perform the services under this Agreement as an independent nonprofit entity and nothing contained herein shall be construed as inconsistent with such relationship of status. Nothing in this Agreement shall be interpreted or construed to constitute CVBD to be an agent, employee, or representative of the City.

16.8 The CVBD shall work in cooperation with and in coordination with appropriate tourism agencies and convention associations such as the Georgia Department of Economic Development, the Georgia Society of Association Executives, the DeKalb Convention and Visitors Bureau, and the Georgia Welcome Centers.

16.9 The CVBD shall provide public access to all CVBD board and committee meetings in accordance with the Georgia Open Meeting Law, and shall issue notices of meetings required by the Open Meetings Law as if the CVBD were a governmental entity subject to the Georgia Open Meetings Law. The CVBD shall comply with the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2009.

City of Dunwoody, Georgia

By:_____

Its:_____

Convention and Visitors Bureau of Dunwoody, Inc.

By:_____

Its:_____