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\*\* (Sample)

Agreement to Delegate Management of Funded Activities to Another Entity

STATE OF TEXAS \*
COUNTY OF \_\_\_\_\_ \* KNOW ALL MEN BY THESE PRESENT:

PUBLICITY AND TOURISM AGREEMENT

This Agreement made this the \_\_\_ day of \_\_\_, 19 \_\_\_, by and between the \_\_\_, Texas, a municipal corporation of \_\_\_ County, Texas, and the \_\_\_ Chamber of Commerce.

I.

The City of \_\_\_, Texas, by authority of powers granted to it under state statutes and \_\_\_ (its home-rule charter, if a home rule city)

has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of \_\_\_\_\_.

II.

As part of its obligation under state statutes [primarily V.A.T.S. Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City of \_\_\_\_\_ hereby agrees to pay to the Chamber of Commerce \_\_\_ percent (\_\_\_%) of the money actually received by the City from the local hotel occupancy tax as collected by the City Tax Assessor-Collector, in

consideration for the Chamber of Commerce advertising and promoting tourism for the visitor market from which the City of \_\_\_\_\_ derives direct tourist income benefit.

The Chamber of Commerce agrees that any local hotel occupancy tax funds paid to it by the City of \_\_\_\_\_ shall be used only in the following specific areas:

(1) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(2) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; or

(3) Advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

The Chamber of Commerce agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to the City of \_\_\_\_\_ by publishing and distributing brochures and community information packets, by advertising in various tourists publications and general media publications which are appropriate, by representing the City of \_\_\_\_\_ at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City of \_\_\_\_\_, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City of \_\_\_\_\_.

The Chamber of Commerce further agrees that it will seek to achieve economic benefit for the City of \_\_\_\_\_ through all of

such activities, that it will provide tourist-related information about the City of \_\_\_\_\_ upon request, and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

### III.

It is expressly understood and agreed by and between the parties that the Chamber of Commerce is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of \_\_\_\_\_.

### IV.

The Chamber of Commerce shall secure sufficient numbers of employees to accomplish this Agreement. The Chamber of Commerce shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement.

### V.

The Chamber of Commerce shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Chamber of Commerce with respect to expenditure of revenue provided.

Thereafter, the Chamber of Commerce shall provide to the City Council periodic reports, at least annually, on the activities that are conducted to benefit the City of \_\_\_\_\_, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. It is

further agreed by the Chamber of Commerce that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City council or other person, shall make the records available for inspection and review.

It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Chamber of Commerce for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the promotion of tourism. The position of the total administrative costs for which hotel occupancy tax revenues are expended may not exceed the actual administrative costs for these activities.

#### VI.

This Agreement shall begin the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, and shall continue in force for a period of two years. The City Council shall review the Agreement annually prior to budget adoption. However, either the City or the Chamber of Commerce shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice.

#### VII.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered

mail, postage prepaid and addressed to the City of \_\_\_\_\_, City Hall, \_\_\_\_\_, \_\_\_\_\_, Texas, \_\_\_\_\_, or to the \_\_\_\_\_ Chamber of Commerce, Post Office Box \_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_.

VIII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

IX.

This Agreement shall be subject to the laws and statutes of the State of Texas.

X.

INDEMNITY CLAUSE

The \_\_\_\_\_ agrees to and shall indemnify and hold harmless and defend the City of \_\_\_\_\_, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the \_\_\_\_\_ Chamber of Commerce, its officers, agents and

employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the \_\_\_\_\_ and the City of \_\_\_\_\_, that the indemnity provided for in this paragraph is also indemnity by the \_\_\_\_\_ to indemnify and protect the City of \_\_\_\_\_ from the consequences of the City of \_\_\_\_\_'s own negligence, where the negligence is a concurring cause of the injury, death, or damage. The \_\_\_\_\_ shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of Two Hundred Fifty Thousand and No/100 (\$250,000) for each person and Five Hundred Thousand and No/100 (\$500,000) for each occurrence, and Ten Thousand and No/100 (\$10,000) property damage liability insurance for each occurrence. Said insurance policies shall name the City of \_\_\_\_\_ as an additional insured. Said policies, or duplicate originals thereof, must be filed with the City of \_\_\_\_\_ before any operations contemplated by this Agreement are begun.

#### XI.

The City Secretary shall remit annually to the Chamber of Commerce an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the local hotel occupancy tax receipts that are collected for that year by the City Tax Assessor-Collector, for as long as this contract is in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF \_\_\_\_\_, TEXAS

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_ CHAMBER OF COMMERCE

By: \_\_\_\_\_

Attest:

\_\_\_\_\_