

**HANDLEBAR PR LLC
SERVICE AGREEMENT**

THIS SERVICE AGREEMENT ("Agreement") is entered into this 1st day of March 2021, by and between Visit Grand Junction, located at 740 Horizon Drive, Grand Junction, Colorado 81506 (hereinafter "Company") and Handlebar PR LLC, 706 Iris Ave., Boulder, Colorado 80304 (hereinafter "HPR").

EXPLANATORY STATEMENT

HPR possesses substantial knowledge, expertise and experience in the area of development and implementation of public relations programs and campaigns. Company recognizes that HPR's knowledge, expertise and experience may contribute to the success of Company and desires to obtain HPR's services as set forth herein. HPR, in turn, desires to provide the services set forth herein in accordance with, and for compensation, as further set forth herein.

AGREEMENT

Accordingly, in consideration of the mutual covenants and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HPR and Company agree as follows:

1.e RETENTION OF HPR_e

1.1 Duties and Status.

a.e Company hereby engages HPR to serve as an independent contractor for the period specified in Section 4 ("Service Period") as well as any "Renewale Service Period." HPR agrees to perform services, on the terms and conditionse set forth in this Agreement. During the Service Period and any Renewale Service Period(s), HPR shall exercise such authority and perform such duties as are necessary for supervising and managing the tasks and functions for the services provided under this Agreement.e

HPR Initial
Company Initial

[Handwritten initials]

HPR shall perform the services and duties for Company ("Services") set forth on Addendum A, ("Scope of Work") which is incorporated herein by this reference as if fully set forth.

- b. HPR shall perform the Services as an independent contractor for Company, and it is expressly acknowledged and agreed that HPR is not an employee, servant, agent, partner or joint venturer of Company.

1.2 Compensation and General Benefits.

As consideration for its services under this Agreement, HPR shall be compensated as

follows:

- a. Company shall pay HPR for the Services during the Service Period and Renewal Service Period(s) if any as set forth on Addendum A, which is incorporated herein by this reference as if fully set forth. Payment for any Renewal Service period is conditioned on and expressly subject to Company having appropriated and budgeted for the same. Although HPR may utilize subcontractors to perform services under this Agreement, Company shall not be responsible for payment of subcontracted personnel unless agreed upon and memorialized by prior written agreement. Further, as an independent contractor, HPR retains responsibility for payment of all income tax, unemployment and worker's compensation insurance, as well as all other employment related taxes, costs and obligations arising out of the performance of Services under this Agreement. *Company will be notified in writing prior to using and/or hiring subcontractors.*
- b. In addition to the compensation set forth in Addendum A, Company shall pay without markup for all HPR project related travel including airline fares, rental cars, food and beverage, and hotel expenses and for all costs and expenses incurred by HPR in connection with rendering the services hereunder, including without limitation, postage/express mail/courier fees used for client services, supplies purchased for a client event or campaign, printing, subscriptions, etc. Reimbursable expenses shall be payable within thirty (30) days of receipt of a monthly expense report and shall be payable in an amount equal to the actual cost incurred by HPR. Reimbursable expenses shall not exceed \$300 per person per night for lodging, \$300 per meal per person, or \$200 per activity per person without written prior approval by the Company. Company shall also pay a technical tools fee of \$400 per month for access to HPR reporting tools, subscriptions and industry tools used in connection with the services provided hereunder.

HPR Initial
Company Initial

- c. In addition to HPR's other remedies, HPR shall be entitled, except in the event of a bona fide billing/payment dispute, to suspend Services hereunder for any payment(s) not timely made to HPR by Company.

2. COMPETITION; CONFIDENTIAL INFORMATION

HPR recognizes that due to the nature of its engagement hereunder, and the relationship of HPR to Company, HPR will have access to and will acquire, and may assist in developing, confidential and proprietary information relating to the business and operations of Company, including without limitation, information with respect to Company's present and prospective products, customers, agents, processes, and sales and marketing methods. HPR acknowledges that such information has been and will continue to be of central importance to the business of Company and that disclosure of it to or its use by others could cause substantial loss to Company. HPR accordingly agrees as follows:

2.1 Confidential Information.

HPR will keep confidential any trade secrets, confidential and proprietary information of the Company and its affiliates which may become known to HPR as a result of its association with the Company and shall not at any time disclose any such information to any person, firm or corporation, or use the same in any way other than in connection with the business of the Company during and at all times after the expiration of the Service Period or any subsequent Renewal Service Period. For purposes of this Agreement, "trade secrets or confidential or proprietary information" means information marked confidential and confidential information will be properly destroyed or returned to Company at the conclusion of the Service Period or any subsequent Renewal Service Period. HPR acknowledges that Company is subject to the Colorado Open Records Act and in the event of a request for records HPR and Company shall cooperate on lawfully responding to the request/court order for production of records, documents or information.

2.2 Intellectual Property.

Notwithstanding any provision to the contrary, all information, ideas, software, inventions, modifications, improvements or other materials developed by Company and its subcontractors that relate to the methodologies and materials previously developed by the Company and its subcontractors, are and shall remain the sole property of the Company and, as determined by separate agreement, if any, the subcontractors. The Company shall have sole ownership of those materials and business processes specifically created for the Company by HPR. Similarly, all information, ideas, software, inventions, modifications, improvements or other materials developed by HPR or its subcontractors that relate to the methodologies and materials previously developed by HPR and its subcontractors, shall remain, subject to any use rights directly arising out of or under this Agreement, the sole property of HPR and its subcontractors.

3. **REMEDIES FOR BREACH**

It is recognized that damages in the event of breach of Section 2 by HPR or Company would be difficult, if not impossible, to ascertain and it is, therefore, agreed that the non-breaching party, in addition to and without limiting other remedies, shall have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any breach of Section 2.

4. **SERVICE PERIOD; TERMINATION**

4.1 Duration.

- a. The Service Period shall commence on March 1, 2021 and shall continue until the close of business on August 31, 2021.

4.2 Termination.

- a. Either Company or HPR may terminate this Agreement at any time upon thirty (30) days prior written notice, subject to the provisions set forth in paragraphs (b) and (c) below.
- b. As used herein, the term "cause" shall mean that HPR shall have in the reasonable judgment of Company, and after thirty day advance written notice from Company:
 - (1) committed any act of fraud, embezzlement, dishonesty, or gross misconduct;
 - (2) expressly violated written corporate policy or rules of Company; or
 - (3) materially breached any covenant or obligation under this Agreement with Company.

In the event of a dispute concerning this paragraph, the mediator and/or arbitrator shall determine whether Company's judgment was reasonable.

- c. **Renewal Service Period(s).** This Agreement may be renewed upon the mutual written consent of the Company and HPR. This contract may be renewed for successive six-month periods or shorter periods provided all parties agree in writing to the new terms.

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Company Initial [Signature]

5. OBLIGATIONS OF COMPANY

During the Service Period or any subsequent Renewal Service Period, Company shall provide HPR with any and all information and materials reasonably necessary for HPR to successfully perform the services required under this Agreement.

6. NOTICES

Any notices, requests, demands, and other communications provided for by this Agreement shall be sufficient if in writing and if sent by email and/or certified mail to HPR at its address as set forth above, or in the case of Company, at its principal executive offices, located at its address as set forth above.

7. NO WAIVER

No waiver by either party of breach by the other party of any provision of this Agreement shall be deemed or construed to be a waiver of any subsequent or continuing breach of the same or any other provisions of this Agreement.

8. AUTHORITY

Each person signing this Agreement hereby represents that he or she has the express authority to sign on behalf of the entity set forth and to thereby bind the entity to the terms herein.

9. GOVERNING LAW

This Agreement shall be interpreted, construed under, and governed by, the laws of the State of Colorado.

10. SEPARABILITY

This Agreement is intended to be performed and enforced in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person, entity or circumstance shall, for any reason, and to any extent, is held to be unlawful, invalid or unenforceable by a court of law, the remainder of this Agreement and the application of such provisions to the other persons or circumstances shall not be affected thereby, however, shall be enforced to the greatest extent permitted by law.

11. INDEMNIFICATION

Company agrees to indemnify, defend, protect and hold harmless and does hereby indemnify, hold harmless, remise, release and forever discharge HPR and its officers, directors, employees, attorneys, representatives, agents, servants, successors and assigns from any and all losses, actions,

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Company Initial EJ

causes of action, rights, covenants, contracts, controversies, agreements, promises, debts, compensation, claims, costs, damages, expenses, demands, judgments, or the like, including attorneys' fees and other expenses of litigation or arbitration incurred in connection with any claim, action, suit or proceeding to which HPR may become involved as a result of, or relating to, any act or omission of Company.

12. MUTUAL NON-EXCLUSIVITY

Company and HPR agree this Service Agreement is a non-exclusive arrangement for both parties.

13. MEDIATION AND ARBITRATION


All disputes arising out of, under or related to this Agreement must exclusively be resolved first by mediation with a mediator selected by HPR and Company, with such mediation to be held in a specified location convenient to both parties or virtually. If such mediation fails, then HPR and Company (and their respective employees, officers, directors, attorneys and other agents) agree to submit to binding arbitration any and all claims, disputes and controversies between them relating to this Agreement. Such mediation and arbitration shall proceed in Grand Junction, Colorado, shall be governed by the laws of the State of Colorado, and shall be conducted in accordance with rule 16.1 of the Colorado Rules of Civil Procedure specifying simplified procedure and discovery and shall be held before a member of the Judicial Arbiter Group in Colorado. The arbitrator shall award to the prevailing party all reasonable costs and expenses, including attorneys' fees. The "Prevailing party" shall be defined (1) as a claimant that is awarded net 51 percent of its affirmative claim, after any offsets for claims or counterclaims by the other party, and (2) as a defendant/respondent against whom a net award of 50 percent or less of a claimant's claim is granted.

14. ENTIRE AGREEMENT; BINDING EFFECT; ASSIGNMENT

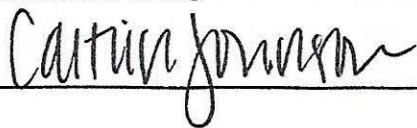
This written Agreement constitutes the entire agreement between the parties. This Agreement may only be modified by written agreement executed by all parties hereto. The provisions herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, devisees, administrators, successors and assigns; however, no party to this Agreement may assign its rights and obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.



IN WITNESS WHEREOF, the parties have entered this Agreement as of the day and year first above written.

VISIT GRAND JUNCTION

By: 

HANDLEBAR PR LLC

By: 

HPR Initial 
Company Initial 

Elizabeth Fogarty

Its: Director

Date: 3/12/21

Caitlin Johnson

Its: Principal

Date: 3.12.21

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ADDENDUM A: Scope of work for Visit Grand Junction

March 1-August 31, 2021

Project Description

Support the launch of Visit Grand Junction's new destination brand and increase the visibility of the Grand Junction area and its unique stories to help drive inquiry and visitation. Focus on the spring/summer/fall travel seasons in key U.S. markets by developing and implementing a local, regional and national media outreach program with a strong story-telling component that brings the experiences and personalities that makeup Grand Junction's authentic character to life. Efforts to align with Visit Grand Junction's overall branding launch and marketing strategies for 2021 and to support tourism industry recovery. Safe and responsible tourism messaging will be woven into messaging and materials where appropriate.

Handlebar PR's scope of work focuses primarily on the spring and summer seasons, with limited support for fall. The scope is based on the below proposed work schedule and includes the following tactics:

PUBLIC RELATIONS STRATEGIC PLAN AND COUNSEL

- Develop a strategic communications plan to support the launch of the new Visit Grand Junction destination brand and to increase awareness of Visit Grand Junction as an organization within the community and with local media.
- Develop and execute a strategic consumer PR program plan focused on the spring/summer travel season with limited long-lead support for fall including a detailed pitching calendar and target outlets for designated scope. Focus on both short and long lead media placements in key local, regional and national media outlets
- Provide ongoing counsel on Visit Grand Junction initiatives as it relates to public relations.

VISITING JOURNALIST PROGRAM

- Plan and implement a visiting journalist program to personally pitch and secure up to five top-tier national/key visitation market regional media visits (both individual and/or small group trips where appropriate) throughout the course of the contract. VGJ to arrange all itineraries with support and guidance from Handlebar.
 - Conduct all follow-up with visiting media, including post-trip information, images, interview needs.
 - Ensure coverage runs in a timely manner; provide forecast for coverage and links to and copies of coverage once available.