

This Agreement is made and entered into by and between Marci Kurronen, Inc. ("Contractor") and the City of Grand Junction ("City") (collectively "Parties") for promotion services for the City's Visitor & Convention Bureau (GJVCB). Services rendered under this Agreement are for the primary purpose of Contractor using her skill and experience to promote Grand Junction, Colorado as a meetings and convention destination.

The Parties agree as follows:

Contractor shall provide, in exchange for compensation by the City as described herein, promotional and sales services, representation and consultation for the Grand Junction Visitor & Convention Bureau (GJVCB), as more fully described herein.

Modification of Agreement. The parties agree that the City may modify, amend or limit the terms of this Agreement and the City's expenditures hereunder in its sole and absolute discretion at any time during its term without penalty or recourse and subject to the terms of the balance of the Agreement.

Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising out of or occurring under this Agreement or the performance thereof will be in Mesa County, Colorado.

Term. This Agreement shall be effective from January 1, 2017 through December 31, 2017.

Contractor Responsibilities. Contractor agrees to represent and promote meeting and lodging facilities in the City of Grand Junction and those properties in the Grand Junction area which have entered into an agreement with the GJVCB for marketing services (hereinafter referred to collectively as "GJ properties"), and to promote Grand Junction as a meetings and convention destination throughout the State of Colorado. Contractor shall among other activities conduct sales calls, meeting and other activities, including prospecting and telemarketing of potential clients and making individual sales calls to prospective clients.

Contractor proposes to market to groups that will occupy twenty (20) or more rooms. Contractor may consider smaller groups on a case-by-case basis if a booking will result in a positive promotional impact on/for the GJ properties.

Contractor proposes to create new business, which for purposes of this Agreement is defined as groups that have never booked a meeting, convention, conference or event in Grand Junction. Contractor may also target groups that have not booked a meeting, convention, conference or event in Grand Junction in the previous two (2) years.

Contractor intends to attend meetings of professional meeting organizations including but not limited to the following: Colorado Society of Association Executives (CSAE), Society of Government Meeting Planners (SGMP), Meeting Planners International (MPI), and Christian Meetings and Conventions. Contractor shall attend and represent Grand Junction at trade shows as determined in consultation with the GJVCB Division Manager (DM).

Contractor will assist with Denver Sales Mission and other sales related events.

Contractor intends to give presentations of GJ properties to prospective clients. Contractor shall also prepare written correspondence and present written proposals to potential clients.

Contractor must obtain pre-approval by the DM or Sales Coordinator for any expenditure or anticipated cost over \$250.00. If pre-approval is not obtained by the Contractor, the City shall have no liability for such costs or expenditures.

Contractor will arrange and host site visits to GJ properties. "Site visit" as used herein refers to on-site sales activities in which the Contractor brings prospective client representative(s) or meeting planner(s) to Grand Junction for tours and/or inspection of GJ properties. Contractor must obtain pre-approval by the DM for all site visits.

Contractor will submit monthly sales activity to the Sales Coordinator.

Contractor will attend at least one (1) GJVCB Board of Director ("Board") regular monthly meetings as requested by the City.

Compensation for Contractor Services. The Parties understand and agree that any and all expenditures under this Agreement are subject to appropriation of funds by the City.

a. The Contractor shall be paid \$45,000.00 for services under this Agreement; in twelve (12) equal monthly installments of \$3,750.00.

b. The Contractor shall pay for long distance or cell phone for communications directly related to services under this Agreement.

c. If Contractor meets all sales objectives the Contractor will receive a **maximum** bonus of up to two thousand dollars (\$2,000.00) to be determined by mutual agreement by and between the parties.

d. Certain out-of-pocket expenses such as shipping, postage, and printing expenses will be reimbursed, except that no reimbursement will be provided for alcohol. Expenses shall be pre-approved by the City prior to being incurred. If pre-approval is not obtained by the Contractor, the City shall have no obligation to pay the Contractor and shall have no liability for such fees or expenses.

Non-discrimination. The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations including but not limited to those involving non-discrimination on the basis of race, color, religion, national origin, age, sex or handicap.

Assignment. The Contractor shall not assign, transfer, convey, sublet or otherwise alienate this Agreement or its rights or obligations thereunder or interest therein, or its power to execute such Agreement, to any other person, company, corporation or entity without the previous written approval of the City.

Third Party Beneficiaries. This Agreement is for the benefit of the Contractor and the City and not for the benefit of any third party or person. Benefits to third parties as a result of the performance or operation of this Agreement are incidental only.

Legal Compliance. The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder.

Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person to solicit or secure this contract and that it has not paid or agreed to pay any person or entity any fee, commission, percentage, brokerage fee, gift or other consideration on a basis that is contingent upon the award of this contract. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price the full amount of such commission, percentage, brokerage or contingent fee.

Termination. The City may terminate this Agreement for convenience at any time, without penalty, upon thirty (30) days written notice to the Contractor. If the City terminates for convenience, the Contractor shall be entitled to compensation only for binding commitments made up to the date of Notice of Termination in connection with the Contractor's promotional services under this Agreement.

The City reserves the right to immediately terminate this Agreement for cause. The following, without limitation, shall constitute cause for immediate termination by the City:

- a. If the Contractor furnishes any statement, representation, warranty or certification, whether to the City or to third parties in connection with the Agreement, which is materially false, deceptive, incorrect or incomplete;
- b. If the Contractor fails to perform to the City's satisfaction;
- c. If the City determines it is a substantial likelihood that the Contractor will not be in a position to or be able to satisfactorily perform its obligations under this Agreement or reasonably anticipates a default by the Contractor;
- d. If the Contractor knowingly makes any false representation to third parties or in connection with its promotional services under this Agreement;
- e. If the Contractor fails to meet performance standards.

In the event of termination the City will pay the Contractor for the value of the Contractor's services up to the date of the termination, subject to the limitations in this Agreement.

The parties expressly acknowledge and agree that this Agreement is subject to termination if the City enacts a statute, ordinance, law, rule or regulation which removes the City's or the GJVCB's authority or ability to engage in activities hereunder or if funds are not available from the lodging tax or otherwise appropriated for the services which are the subject of this Agreement.

In the event of termination, the Contractor shall furnish, upon the City's request, copies of all materials related to its performance hereunder, whether finished or in preparation at the time of termination.

Insurance Requirements. Contractor shall procure, before commencing performance of any part of this Agreement, and shall maintain, during all times which this Agreement is in effect, automobile insurance with liability limits of no less than \$1,000,000.

Contract Amendments. This Agreement may not be modified, amended, extended or augmented except by a writing executed by the parties hereto with the same formality as this Agreement, and any breach or default by a party shall not be waived or released other than in writing signed by the other party, except as otherwise provided in this Agreement.

Accounting Records. The Contractor shall be required to maintain financial and accounting records and any and all documents pertaining to this Agreement, expenditures/receipts hereunder, and performance hereunder. Such records shall be maintained by the Contractor in accordance with generally accepted accounting principles and other procedures specified by the City. These records must be made available at all reasonable times to the City, and/or its designees, including but not limited to, the City Auditor and/or the Executive Director of the GJVCB, during the contract period and during any extension thereof and for three (3) years from the date of final payment on the contract or any extension thereof.

Other Services Not Covered. Should the Contractor be called upon to perform any services not listed or described herein, and upon which it is not allowed a commission, both parties will negotiate in advance the service charge or fee to be charged.

Accuracy of Information. The City shall be responsible for the accuracy, completeness, propriety and truth of all information it furnishes or causes to be furnished to the Contractor for purposes of obtaining Contractor's services under this Agreement, and shall indemnify and hold harmless the Contractor from all claims, costs, loss or liability, including reasonable attorneys' fees, resulting from or alleged to result from inaccuracy, incompleteness, impropriety or falsity of such information, unless the damage or injury is due to the negligent or purposeful act or failure to act by the Contractor.

Ownership of Materials/Rights. All material, including any intellectual property/rights in such property provided to the City by the Contractor pursuant to this Agreement, including but not limited to monthly activity and expense reports and supporting documentation, shall become the property of the City.

Contact Information. Points of contact are as follows:

City: Barbara Bowman
Division Manager
Grand Junction Visitor & Convention Bureau
740 Horizon Drive
Grand Junction, CO 81506
970-244-1480
barbarab@gjcity.org

Contractor: Marci Kurronen, Inc.
6492 S. Taft Way
Littleton, CO 80127
303-979-1535
mkurronen@live.com

Execution by Counterpart. This Agreement may be executed by separate counterpart and such counterparts when fully executed and taken together shall constitute a contract.

CITY OF GRAND JUNCTION



By: Debbie Kovalik, Executive Director
Convention & Visitor Services

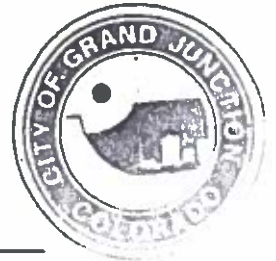
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Date

Attest:

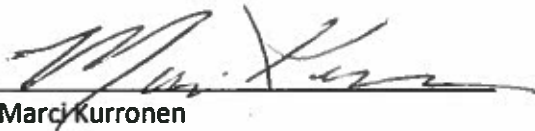


Stephanie Tuin, City Clerk

1/6/2017
Date



MARCI KURRONEN, INC.


Marci Kurronen

12/22/16
Date