

SOUTH CENTRAL TENNESSEE TOURISM ASSOCIATION

This Contract covers the parameters of Membership with the South Central Tennessee Tourism Association, Marketing Programs offered by the South Central Tennessee Tourism Association, and CO-OP Administration and Representation of State Marketing Programs.

Membership Agreement (if applicable)

1. MEMBERSHIP DUES

Membership dues paid to the Association are non-refundable. Under no circumstances, including, but not limited to, failure to utilize Association benefits, dissatisfaction with Association services, or membership termination, will the Association refund membership dues.

2. MEMBER RESPONSIBILITIES

Members are responsible for actively participating in the Association's activities and fully leveraging the benefits available to them through their membership.

3. CODE OF CONDUCT

Members are expected to maintain a positive, productive relationship within the community, upholding the image of their business, the Association, and the community as a whole. This includes all interactions, whether in person or online. Positive conduct may lead to acknowledgment as "Tennessee Three Star Certified Businesses".

4. REVOCATION OF MEMBERSHIP

The Association reserves the right to revoke the membership of any Member who fails to adhere to community standards and guidelines, at any time, without prior notice, at the sole discretion of the Association's executive director.

5. NO REFUNDS ON REVOKED MEMBERSHIPS

In the event of membership termination due to non-compliance with community standards, no membership fees will be refunded.

6. DISPUTE RESOLUTION

Any disputes arising out of this Agreement will be resolved in accordance with the Association's dispute resolution procedures.

7. MEMBERSHIP PACKAGES

The Member agrees to abide by the terms and conditions relevant to the selected membership package:

- A. Basic Membership
- B. Standard Membership
- C. Gold Membership
- D. Platinum Membership

Each membership package includes specific benefits detailed in the attached Membership Package Description.

Advertising Agreement (if applicable)

8. ADVERTISING TERMS AND CONDITIONS

Advertising Commitment: The advertiser agrees to purchase advertising as outlined in the proposal, and understands and agrees that all advertising dollars are non-refundable, regardless of campaign performance. Print Dates: Advertiser acknowledges that print dates mentioned in the proposal are tentative and are to be considered as targets only and not as guaranteed dates. The Company reserves the right to modify or push back the print dates at its sole discretion. The Advertiser will be informed about any such changes as and when they occur. Artwork Specifications: Advertiser must provide all artwork for advertisements at a resolution of 300 dpi, and in either JPEG or PNG format. The dimensions must strictly adhere to those detailed in the marketing deck. Any deviation may result in the non-acceptance of the artwork. Content Ownership: The advertiser warrants and represents that all images and materials used in the advertisements are either licensed to the Advertiser or are the property of the Advertiser. The Advertiser is responsible for ensuring the legality of all content and images included in their advertisements, including securing necessary permissions or licenses. The Advertiser agrees to indemnify and hold harmless the Company from any claims, damages, or liabilities arising from the content of the Advertiser's advertisements.

CO-OP Administration and Representation Agreement (if applicable)

9. CO-OP PROGRAM REPRESENTATION

1. **REPRESENTATION:** SCTTA will represent the Partner in administering the State of Tennessee Department of Tourist Development CO-OP program (hereinafter referred to as the "Program") as set forth in this Agreement.

2. **BUDGET:** SCTTA will operate within the budget that has been agreed upon by both parties in this Agreement.
3. **LIMITATION OF LIABILITY:** SCTTA is an administrator of the Program and is not responsible for ensuring or guaranteeing the results of the Program. While SCTTA will strive to ensure the successful administration of the Program, it is not responsible for the performance or outcomes of any marketing agency or the Program itself.
4. **DISCLAIMER:** All guarantees, representations, and warranties made by any marketing agency or the Program are strictly their responsibility. SCTTA bears no responsibility for fulfilling these guarantees, representations, or warranties.
5. **INDEMNIFICATION:** The Partner agrees to indemnify, defend, and hold harmless SCTTA from and against any claims, actions, losses, damages, or expenses, including legal fees, arising out of the Program, any marketing agency's actions, or any breach of this Agreement by the Partner.

CLIENT INFORMATION:

Name: _____

Business: _____

Signature: _____

Date: _____

ASSOCIATION:

Name: _____

Signature: _____

Date: _____