

Destination Marketing Organization Renewal Sponsorship 2020 - 2021

Mendocino County Tourism Commission agrees to renew their sponsorship of the Mendocino County pages on DogTrekker.com ('the Company"). The assets and benefits of this program are documented on page 2 of this agreement. This document is executed pursuant to and shall be governed by the provisions found on page 3.

Order Information and Subscription Term:		
D.W. 0	Account Name: Contract Number: Start Date: End Date: Total 52-week Cost:	July 31, 2021
Billing & Payment Information:		
	Company Name: Company Contact: Contact Title: Billing Email: Billing Address: Billing Phone: Payment Terms:	Mendocino County Tourism Commission Travis Scott Executive Director travis@visitmendocino.com PO Box 89 Ukiah, CA 95482 (707) 964-9010 Billed in full upon full execution of this Agreement. Net 30 days.
Customer: Mendocino County Tourism Commission		DogTrekker, Inc.
Signature:		Signature:
Printed:		Printed:
Title:		Title:
Date:		Date:



These are the components of a year-long all-inclusive partnership program with DogTrekker.com:

Dates: 8/1/20 - 7/31/21

Exclusive Partner-only Assets & Benefits:

- 1. A dedicated set of Mendocino County landing pages maintained by the DogTrekker.com Web Services Team. Includes dedicated Research Team "triple-vetting" all lodging properties, restaurants, attractions and local services for dog-friendliness at least once per year.
- 2. Primary Mendocino County navigation position on 'Counties' section on DogTrekker.com and the DogTrekker mobile app
- 3. Rotating 400x100 banner on the '<u>Destinations</u>' page, the 2nd most viewed entry page on DogTrekker.com, with link to the Mendocino landing page on DogTrekker.com
- Enhanced <u>hiking</u>, <u>beach</u> and <u>water activity</u> sections (on-leash/off-leash) on the Mendocino County primary pages on DogTrekker.com, including the very latest rules, regulations, safety concerns, pending legislation, advocacy and more
- Exclusive Mendocino destination newsletter take-over featuring a minimum of four stories written by the veteran DogTrekker.com Editorial Staff
- 6. Mendocino stories added to the appropriate category on the very popular 'Things To Do' landing page
- Feature Mendocino 'block' and stories on the new '<u>CA Coastal Beaches</u>' landing page
- 8. Feature Mendocino 'block' and stories on the 'CA Wine Country' pages
- 9. Inclusion in the interactive map section of the 'North Coast' landing page
- Priority '<u>Event postings</u>' (includes event pages 4th most popular section on DogTrekker.com, home page, North Coast and Mendocino County landing pages).
- 11. Custom itinerary posted on DogTrekker.com's 'Road Trips' pages
- 12. Display ad promotion on DogTrekker.com (100,000 display ads TBD)
- 13. Social media integration
- 14. 25% discount for any lodging or other properties for display, 'Featured Sponsor' or other DogTrekker.com programs (DogTrekker.com reserves key promotional and advertising assets for Visit Mendocino County partners)
- 15. Outreach and promotional support to the local <u>animal welfare organizations</u> within Mendocino County (DogTrekker.com reserves a large portion of its assets for non-profit, animal welfare organizations) as part of its Tourism Gives Back campaign.



As part of this sponsorship agreement ("Agreement"), the Mendocino County Tourism Commission ("MCTC") and DogTrekker, Inc. (the "Company") agree to the following:

- 1. Services: Company agrees to perform the following services in a timely manner, supplying all of the materials and labor needed to accomplish these tasks:
 - a. Continue to maintain and grow the Mendocino County landing pages on DogTrekker.com
 - Work with the destination on growing free listings on DogTrekker.com and mobile app and incorporating content and event listings into the Mendocino County pages
 - c. Integrate all listings and associated stories into the DogTrekker mobile app
 - d. Provide 25% discount to any lodging properties within sponsoring cities or counties for any on-site sponsorship or advertising packages
 - e. Continue to promote the Mendocino County pages on DogTrekker.com, in DogTrekker, the newsletter, and at events and other promotional opportunities as they arise
- 2. Payment: MCTC will be invoiced with this Agreement. This Agreement will be considered firm and non-cancellable.
- Assets: MCTC agrees to provide the Company with all web assets in a timely manner and authorizes Company to use MCTC's web assets, trademarks and other intellectual property provided to Company by MCTC for the purposes contemplated in the Proposal.
- 4. Confidential Information: Both parties agree to protect confidential information (any and all information not generally known to the public) whether it is before or after the effective date of this Agreement, in whatever form or media, whether it is marked or not marked as confidential, and to not disclose such confidential information to anyone else without the other party's written consent.
- 5. Failure of Facilities: Any delay or interruption in delivery of the Site, in whole or in part hereunder, due to acts of God, strikes or threats thereof or force majeure or due to any other causes beyond the control of DogTrekker, Inc. (including, but not restricted to hardware or other mechanical failures) shall not constitute breach of this Agreement, and DogTrekker, Inc. will not be liable to MCTC and its partners for such delays or interruptions.
- 6. Notices: All notices, requests, demands, or other communications under this Agreement shall be in writing.
- 7. Amendment: This Agreement may be supplemented, amended, or modified only by the mutual written agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both parties.
- 8. Choice of law: In any litigation, arbitration, or other proceeding arising under this Agreement, the prevailing party shall be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by California law without reference to its conflict of laws principles.
- 9. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, punitive damages, or lost profits for any claim or demand of any nature or kind, arising out of or in connection with this agreement, and company's total liability arising from this agreement shall not exceed the total amount of fees actually paid to company under this agreement.

Entire Agreement: This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.