

**TOURISM ENTITY CONTRACT BETWEEN THE VILLAGE OF COTTAGE GROVE
TOURISM COMMISSION AND COTTAGE GROVE CHAMBER OF COMMERCE,
INC. FOR 2023**

This Agreement is made and entered into this _____ day of _____ 2022, by and between the Village of Cottage Grove, acting through the Village of Cottage Grove Tourism Commission (“Commission”), and the Cottage Grove Chamber of Commerce, Inc., a Wisconsin Non-Stock Corporation (“Chamber”).

Whereas, the Village of Cottage Grove (“Village”) has enacted an ordinance imposing a room tax pursuant to Wis. Stat. 66.0615(1m)(a), and

Whereas, the Village has created a tourism commission pursuant to Wis. Stat. 66.0615(1m)(c)1, and

Whereas, the Chamber represents that it is a nonprofit organization, that it was incorporated before January 1, 2015, that it will spend 100 percent of the room tax revenue it receives from the Commission on tourism promotion and development, and that it provides destination marketing staff and services for the tourism industry in the Village.

Now, therefore, in consideration of the mutual covenants and conditions contained herein, it is understood and agreed between the parties as follows:

1. **Recitals.** The above recitals are material to and are incorporated in this Agreement.
2. **Tourism Entity.** During the term of this Agreement, the Chamber shall spend 100 percent of the room tax revenue it receives from the Commission on tourism promotion and development, as defined by Wis. Stats. § 66.0615(1)(fm), and shall provide destination marketing staff and services for the tourism industry in the Village.
3. **Tourism Promotion and Tourism Development.** The Commission shall provide the Chamber seventy percent of all room tax revenue that the Village receives, and the Chamber shall perform tourism promotion and tourism development activities during calendar year 2023. The Village shall make two annual payments to the Chamber equal to seventy percent of eligible room tax actually received by the Village. Following January 1 and July 1, the Chamber may request payment of all eligible room tax revenue received by the Village. The Commission shall make payments within thirty days of request for payment by the Chamber. The Commission may approve payment of eligible room tax revenue to the Chamber prior to a payment date upon the Chamber’s request.

The Chamber shall only spend room tax revenue it receives on destination marketing staff and services related to tourism promotion and tourism development activities, including marketing projects and transient tourist informational services that will be significantly used by transient tourists and reasonably likely to generate paid overnight stays.

4. **Annual Report.** The Chamber shall provide an annual report to the Commission. The report shall be submitted on or before December 1 for the purpose of communicating compliance with the duties and responsibilities set forth in this Agreement for the 2023 calendar year. The report shall include a detailed accounting of funds expended and the purposes for which they were spent within the reporting period.

5. **Inspection and Audit.** The Commission or its duly authorized agents shall be entitled to inspect and audit the records of the Chamber for compliance with this Agreement. The Commission may also cause an audit to be performed by an independent accounting firm. The Chamber shall reimburse the Commission's expense of such audit. If, because of such audit, there are recommendations presented in a Management Letter ("Letter"), the Chamber shall implement those recommendations or otherwise respond in writing to the Commission with their reasons for noncompliance, within ninety (90) days of receipt of said Letter. The Commission shall provide the Chamber with written notice at least fifteen days prior to commencing an audit.
6. **Relationship of the Parties.** It is understood and agreed that the Chamber is engaged and retained as an independent contractor and not as officers, agents, or employees of the Commission.
7. **Effective Date and Term.** This Agreement shall be in force and effect from the date first written above until December 31, 2023, unless it is otherwise terminated as provided herein.
8. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.
9. **No Third-Party Beneficiaries.** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
10. **Termination.** This Agreement shall expire December 31, 2023. The Agreement may be terminated by the Commission for a breach of the Agreement, upon thirty (30) days written notice to the other party; and terminated without cause, by either party, upon ninety (90) days written notice to the other party. Upon receipt of the notice of termination, or the expiration of the Agreement, the Chamber will not encumber any additional funds or incur any additional expenses to be funded by the Commission, but the Commission pay for services rendered pursuant to this Agreement prior to the receipt of the notice of termination.
11. **Indemnification and Hold Harmless.** The Chamber agrees to indemnify and hold harmless the Village from all claims arising out of Chamber activities in the performance of this Agreement.
12. **Notice.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered in person, sent by facsimile, or sent by registered or certified mail, postage prepaid, to the following:

Village Clerk
Village of Cottage Grove
221 E. Cottage Grove Road,
Cottage Grove, WI 53527

Cottage Grove Chamber of Commerce
P.O. Box 211.

Cottage Grove, WI 53527

13. **Choice of Law.** This Agreement is to be construed and enforced in accordance with the laws of the State of Wisconsin.
14. **Diversity, Equity, and Inclusion.** To advertise that the Village is a welcoming community to all people, regardless of race, religion, gender, disability, sexual orientation, or nationality, the Chamber shall incorporate diversity, equity, and inclusion values in any tourism promotion and tourism development activities in which the Chamber spends payments under this Agreement.
15. The Chamber shall provide an update to the Commission on tourism promotion and tourism development efforts or projects at every Commission meeting.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Tourism Entity Contract for 2023 or caused this Agreement to be executed by their respective officers on the date first above written.

VILLAGE OF COTTAGE GROVE TOURISM COMMISSION, WISCONSIN

By: _____ Chairperson

ATTEST:

_____ Village Clerk

COTTAGE GROVE CHAMBER OF COMMERCE

By: _____ Chamber President

ATTEST:

_____ Chamber Secretary