



Influencer Agreement – Sriram & Sree Sridhar (@thatvegetariancouple)

Overview:

Influencer agreement between Discover Durham Sriram & Sree Sridhar for a social media promotion.

Date of event:

- Influencer to capture footage of the Small Plates Crawl on Thursday, February 10, 2022
- Influencer to publish an Instagram Reel the week of February 14, 2022, no later than February 16, 2022.

Objective:

For the influencer to highlight:

- Support locally owned businesses that are participating in the downtown Small Plates Crawl every Thursday
- Remind followers how to have a delightful night out, while we safely and responsibly live with COVID-19. COVID-19 safety protocols of a business to be highlighted, when relevant.

Output:

- One Reel video produced by influencer to be published across @thatvegetariancouple's Instagram account.
- Captioning to include #partner #discoverdurham as a transparent measure to indicate the collaboration. The hashtag #smallplatesdowntowndurham should also be included to use the event's hashtag.
- Influencer to send Discover Durham the video for review prior to publishing across @thatvegetariancouple account.

All content should be original and based on credible, verifiable information and resources. All businesses and activities portrayed within the video should be located within Durham County and accessible by visitors and residents. Discover Durham is available to collaborate or provide additional direction to the influencer upfront.

Statements should always reflect honest opinions and truthful experiences made in good taste and free of inappropriate language and/or any content that promotes bigotry, racism or discrimination against an individual based on race, gender, religion, nationality, disability, sexual orientation, or age.

All host partners/accounts tagged have the right to repurpose your photos for accredited user-generated content.

Process:

Discover Durham to provide influencer with a preliminary list of partners (TBD with more detail from restaurant owners) to include and provide direction for the piece. Any major suggestions, questions, or clarifications should be made before starting the assignment.

If an assignment goes beyond the original deadline, Discover Durham can void the agreement.



Once complete, Discover Durham has the right to share and promote the content across its social media channels, tagging or attributing the influencer appropriately. Embeds to the published social media posts may be included Discover Durham's web content, tagging or attributing the influencer appropriately.

Payment Terms & Schedule:

Discover Durham will make payments to influencer based on satisfactory completion of assignment. Payment will be made within 30 days of receiving an invoice unless otherwise indicated. Discover Durham will pay influencer **\$300** for services rendered.

Discover Durham will also supply an agreed upon amount of gift cards for the influencer to use at the establishments decided upon featuring. Discover Durham is not responsible for any of the influencer's expenses that exceed the gift card amount. Any additional expenses related to the assignment are the responsibility of the influencer unless otherwise agreed upon in advance.

If agreed-upon assignments and deliverables are not completed, payment will be suspended until the matter is resolved.

Ownership & Credits:

The influencer grants Discover Durham full, exclusive rights to use content captured within this agreement. Once the content is live, Discover Durham can repurpose posts an unlimited number of times in its original format with appropriate tagging of the influencer.

Any additional usage outside of this agreement will be confirmed with the influencer prior to February 16, 2022.

Terms & Cancellation:

This is a standing agreement that can be terminated at any time by either party. If either party decides to end the agreement, final payment will be made based on the work completed or in progress at that time. Cancellation does not transfer ownership of the assignment; Discover Durham will still own what has been produced to that point.

Content Considerations:

1. Audience

- a) Residents of Durham and the Triangle are the primary focus, encouraging them to support local businesses by dining out

2. Editorial Considerations

- a) The content should result in a video and caption across social channels. Suggested language and phrasing will be provided to the influencer in advance.

3. Editorial Process

- a) Content topics/assignments will be decided by Discover Durham, but open to additional proactive pitches.
- b) Official, binding communication with the influencer will be made via email.

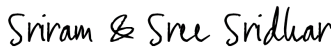

4. Procurement policy



- a) The total value of the contract is less than Discover Durham's policy to seek additional quotes.
- b) Procurement was done in the past and prices and conditions offered remain competitive.

Confidentially agreement: Any proprietary information shared with the influencer are to be kept confidential. Proprietary information includes the terms of this agreement and Discover Durham's processes.

Release and Waiver of Liability Relating to COVID-19: In addition to signing this agreement, the influencer must also agree to the following Release and Waiver of Liability Relating to Coronavirus/COVID-19, agreeing that Discover Durham is not responsible for and cannot prevent the influencer from becoming exposed to, contracting, or spreading COVID-19.

DocuSigned by:  3D8D64DE43D6438... Influencer Signature	02/07/2022 _____ Date
Sriram & Sree Sridhar _____ Influencer Name Printed	
DocuSigned by:  449B94D78DEE4FB... Discover Durham Representative Signature	2/7/22 _____ Date
_____ Discover Durham Representative Name Printed	

Release and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. The state of medical knowledge has evolved, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects. People reportedly can be infected and show no symptoms and therefore spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illnesses and even death.

Discover Durham cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in a destination trip hosted by DMO ("Hosted Trip"). It is not possible to prevent the presence of the disease. Therefore, if you choose to participate in the Hosted Trip you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning



COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself to participate in DMO's Hosted Trip. This participation is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 to participate in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Discover Durham, Hosted Trip sponsors, hotels, restaurants and other attractions and third parties that provide services to those participating in the Hosted Trip and the owners, officers, directors, managers, officials, trustees, agents, including ad agencies, employees, other representatives, successors and assigns of any of the foregoing in connection with (i) the exposure, infection and/or spread of COVID-19 related to participating in the Hosted Trip, and (ii) any additional costs or consequences that may be incurred due to travel cancellation, interruption, changed flights, extended stays, quarantine, or isolation, whether due to travel restrictions by government authorities, state or local health departments, airlines or otherwise, incurred in traveling to or from the site of the Hosted Trip.

I understand that this Release means I, on behalf of myself and my heirs, executors or legal representatives, give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of North Carolina will apply to this Release.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

DocuSigned by:
Signature: Sriram & Sree Sridhar Date: 02/07/2022
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Printed Name: Sriram and Sree Sridhar