

PUBLISHING AGREEMENT

AGREEMENT dated August 23, 2018 between Durham Convention & Visitors Bureau, 212 West Main Street #101, Durham, North Carolina 27701 (**CVB**), and Compass Media LLC, doing business at 175 Northshore Place, Gulf Shores, Alabama 36542 (**Publisher**).

1. **Publishing Right.** **CVB** hereby agrees **Publisher** shall have the sole and exclusive right to publish in guide form the official and exclusive 2019 Official Durham Visitor Inspiration Guide (**Guide**), during the full term hereof in accordance with the specifications attached hereto. **CVB** shall designate the **Guide** as its official and exclusive **CVB** visitor's publication.
2. **CVB Support Obligations.** In consideration of the mutual promises contained herein, **CVB** and **Publisher** hereby agree that **CVB** will timely perform the obligations set forth in **Exhibit 1**, which is attached hereto and incorporated by this reference.
3. **Mutual Obligations Regarding Publication of Guide.** In consideration of the mutual promises contained herein, **CVB** and **Publisher** hereby agree that each party will timely perform the obligations set forth in **Exhibit 2**, which is attached hereto and incorporated by this reference.
4. **Mutual Obligations Regarding Advertising.** In consideration of the mutual promises contained herein, **CVB** and **Publisher** hereby agree that each party will timely perform the obligations set forth in **Exhibit 3**, which is attached hereto and incorporated by this reference.
5. **Term.**
 - A. This Agreement shall continue in force for one year for the 2019 **Guide** and shall renew automatically for subsequent one-year terms thereafter unless and until **CVB** or **Publisher** gives notice of non-renewal or termination to the other within 60 days of the delivery of the most recent guide.
 - B. **Publisher's Bankruptcy or Liquidation.** If the **Publisher** becomes bankrupt or is involuntarily liquidated, the **CVB** shall have the right to buy back the rights of publication, together with all digital files or remaining copies, bound or unbound, at their fair market value to be determined by agreement or arbitration. In that event, this Agreement shall terminate.
6. **Rights Reserved.** **Publisher** and **CVB** will share full, perpetual usage rights to all content and photography created or commissioned for the **Guide** for any **CVB** promotion to the extent usage rights are granted by writers and photographers.
7. **Copyright.** Appropriate claim of copyright shall be included in the **Guide** in the appropriate places. **Publisher** shall obtain the copyright and trademark for all contents of the visitor's guide. Protection of all individual copyrights and specific individual requests will necessitate direction of **Publisher**.
8. **Fees.** Terms and conditions of the fees paid in consideration of this Agreement, the sufficiency of which is hereby acknowledged by **CVB**, are set forth in **Appendix A**.
9. **Notices.** Any notice given hereunder shall be sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses above given. Either party may designate a different address by notice so given.

EXHIBIT 1
CVB Support Obligations.

Agreement between Compass Media LLC and Durham Convention & Visitors Bureau
August 23, 2018

In accordance with Section 2 of the Agreement, the **CVB** will perform the following obligations at the dates, times and locations outlined below, as applicable:

- A. **CVB** shall mail a copy of the **Guide** in response to telephone, online and written requests for visitor information received by **CVB**.
- B. **CVB** shall also distribute the **Guide** in its visitor's center, at state welcome centers and at various events and outreach locations, as appropriate.
- C. **CVB** shall designate one of its officials in writing as the coordinator and approval authority for all matters relevant to publishing the **Guide**, subject to final approval by the **CVB**.

APPENDIX A
Visitors Guide Fee Schedule

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1. **Publishing Fee.** Publisher will produce the **Guide** as specified for a publishing fee.
 - a. The publishing fee will be equal to \$ 94,000 less all contracted advertisement sales.
 - b. The fee is to be paid in the following installments: One half on December 1, 2018 and the remainder on delivery.
 - c. **BRC Card.** Design, print and binding of BRC card in the Guide can be added to the original order at a set cost of \$2,500 if approval to do so is received by 12/28/2018. This cost will be remitted by the **CVB** to the **Publisher** with the final installment.

- N. **Publisher** will package in 50s and deliver 80,000 Guides to a **CVB** designated warehouse in Durham, North Carolina.
- O. **Publisher** will provide a digital version of the **Guide** at no expense to the **CVB**. The **Publisher** will provide the **CVB** with a URL link to the digital guide which the **CVB** may use on its website and on any additional platforms the **CVB** desires. The **CVB** will be provided a login and password and will be able to access reports and metrics any time, in real time.
- P. **Publisher** agrees to immediately initiate sales and production activities, barring acts of God or nature, to ensure a delivery date of February 26, 2019.