

AGREEMENT

This Agreement is entered into between the Watauga County Tourism Development Authority ("Company") and Eleanor Talley/Talley PR ("Contractor") for October 1, 2021 – June 30, 2022.

1. Duties

During the term of this Agreement, the Contractor will perform the services outlined in section 2 ("Services"). The Contractor will use their best efforts to perform the services in a manner satisfactory to Company, and Contractor will devote up to twenty (20) hours per month of time to perform the services.

2. Services

Contracted media relations consultation services to focus on comprehensive, integrated media relations tactics inclusive of news and feature angle identifications and/or development and specific, targeted media outreach, as well as a crisis communications plan. Administrative services shall include those necessary to deliver on the tactics as described, including destination site and strategy session (excluding expenses) and follow-up/ongoing debriefings; editorial pitching plan development and deployment; press list compilation for use during term of contract and assistance with hosting journalists on site visits as needed (excluding expenses).

3. Compensation

As consideration for the services provided, Company will pay to Contractor \$1200 per month. Contractor will bill the Company via email invoice on or about the last day of the month. Invoice will be paid by the 15th of the following month by Company.

Contractor will be responsible for payment of all federal, state, local and self-employment taxes as required by law. Contractor hereby agrees to hold the Company harmless as to any fees or penalties related to payment of taxes.

4. Expenses

Contractor will be responsible for all incidental expenses in connection with office operation and related services performed. Company will be responsible for providing reimbursement of travel, journalist hosting and related expenses and any pre-approved out-of-pocket expenses incurred in conjunction with this contract.

5. Term, Renewal and Termination

Termination of this contract may be made by either party by giving 30 days written notice to the other party.

In the event of such termination, the Company hereby agrees to pay the Contractor in full any outstanding fees due for services. Business in progress will be completed, if possible, and due compensation rendered.

If the Contractor is convicted of a crime, commits serious misconduct in connection with the services or materially breaches this Agreement, Company may terminate the Agreement immediately and without prior notice to the Contractor.

Notwithstanding the foregoing, section 7 of this Agreement ("Confidential Information") and section 8 of the Agreement ("Intellectual Property Rights") will survive the expiration or early termination of this Agreement.

6. Independent Contractor Status

Contractor is an independent contractor and not an employee or agent of Company. Contractor represents that they have any business permits, certificates and licenses required by law. Company will not dictate the manner or means by which Contractor performs the Services, which will be in Contractor's discretion. Contractor is free to provide services to other companies so long as such services do not compete with the business of the Company. Contractor will not assist any other person or organization in competing with Company or in preparing to engage in competition with the business or proposed business of Company.

7. Confidential Information

In the course of providing the Services, Contractor may have access to trade secrets, business practices, strategies, customer lists, supplier lists, inventions, innovations, processes, information, records and specifications that are owned by or proprietary to Company (collectively, "Confidential Information").

Contractor will not reproduce any Confidential Information without Company's prior written consent, will not use any Confidential Information except in the performance of the Services during the term of this Agreement and will not disclose any Confidential Information in any form to any third party, either during or after the term of this Agreement without Company's prior written consent.

On the expiration or termination of this Agreement, Contractor will promptly return to Company all copies and derivatives of any Confidential Information, whether in Contractor's possession or under Contractor's direct or indirect control.

8. Intellectual Property Rights

Company will be the sole and exclusive owner of any and all innovations, information and works of authorship that are conceived by the Contractor during the term of this Agreement and that (1) relate to Company's business or its anticipated research or development, (2) are developed using Company's equipment, supplies, facilities, trade secrets or time, or (3) result from Contractor's performance of the Services (collectively, the "Intellectual Products").

Contractor grants to Company a non-exclusive, perpetual, world-wide, royalty-free, irrevocable license to use any intellectual property that Contractor uses in rendering the Services or that Contractor incorporates into any work produced in rendering the Services, including but not limited to any innovations or works of authorship that were conceived and owned by Contractor prior to the term of this Agreement. Company may assign this license

to any subsidiary or other affiliated entity but will not market Contractor's intellectual property separate from Company's products.

Any Intellectual Product which is copyrightable subject matter shall be considered "works made for hire" as that term is defined in the United States Copyright Act with Company as the sole author and owner. Contractor further irrevocably transfers and assigns to Company without reservation all right, title and interest in the Intellectual Product throughout the universe in perpetuity in all media, whether now known or later devised, and in all copyrights, database rights or other intellectual property rights, however denominated. Contractor waives any so-called "moral rights" in the Intellectual Product and agrees to waive and not assert any so-called "moral rights" against Company.

9. Third-Party Rights

Contractor represents and warrants that Contractor is not under any existing obligation in conflict with this Agreement and has not granted any rights or licenses to any intellectual property or technology that would conflict with Company's rights or Contractor's obligations under this Agreement. Contractor warrants that he has the right to disclose or use all ideas, processes, techniques, intellectual properties and other information, if any, that he will use in performance of the Services, without liability to any third party.

10. Indemnification

Contractor will indemnify and hold Company and its officers, directors, employees and agents harmless against all claims, losses, expenses (including legal fees and costs) and injuries to any person or property that result from or arise out of: (1) any negligence of Contractor in the performance of the Services or failure to perform the Services; (2) any breach by Contractor of any provision of this Agreement, including any representation or warranty; or (3) any violation by Contractor of any law or regulation. In return, Company will indemnify and hold Contractor and its officers, directors, employees and agents harmless against all claims, losses, expenses (including legal fees and costs) and injuries to any person or property that result from or arise out of: (1) any negligence of Company in the performance of the Services or failure to perform the Services; (2) any breach by Company of any provision of this Agreement, including any representation or warranty; or (3) any violation by Company of any law or regulation affecting this Agreement.

11. Insurance

Contractor is an independent contractor and will be responsible for their own insurance needs.

12. Unenforceability of Provisions

If any provision of this Agreement is held to be invalid or unenforceable or to cause any other portion of this Agreement to become invalid or unenforceable, that provision will be deemed to be limited, modified or stricken to the extent necessary to effectuate, as nearly as possible, the original intent of the parties as expressed in this Agreement, and the remainder of this Agreement will continue in full force and effect.

13. Notices

Any notice given under this Agreement must be in writing and will be deemed to have been given upon signature for delivery if delivered personally or by courier; upon receipt if transmitted by email or facsimile; five working days after it is deposited, prepaid, in the regular mail for domestic delivery; provided, in each instance, that the notice is addressed to the recipient at their current address.

14. Successors; Assignment

This Agreement shall be binding on and inure to the benefit of the parties and their respective successors, assigns and heirs, if any. Contractor may not assign any rights or duties under this Agreement without prior written consent of the Company.

15. Sole Agreement; Counterparts; Modifications

This Agreement contains the entire understanding of the parties and supersedes any prior agreement or understanding, however expressed. This Agreement may be executed in counterparts, each of which will be an original, but all of which together constitute one and the same Agreement. This Agreement may not be amended except in writing signed by both parties.

16. Arbitration

Any dispute or claim arising out of this Agreement will be resolved by binding arbitration by a single arbitrator in North Carolina in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. Either party may apply to any court with jurisdiction for preliminary or interim relief or to compel arbitration. The parties waive their right to a court or jury trial with respect to any disputes covered by this provision and agree that the arbitrator's award will be final and may not be appealed.

Signatures:

Company

By:  Date: 10/14/21

Name: **Wright Tilley**
Title: **Executive Director**
Watauga Tourism Development Authority
Address: **331 QUEEN STREET, SUITE 101**
BOONE, NC 28607

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

10/13/21 
Date Finance Director

Contractor

By:  Date: 10.15.21

Name: **Eleanor Talley**
President
Talley PR
Address: **904 W. South St.**
Raleigh, NC 27603