

**STANDARD TERMS AND CONDITIONS FOR  
GREENSBORO AREA CONVENTION & VISITORS BUREAU  
AGREEMENTS**

These Standard Terms and Conditions (“**Terms**”) govern all Standard Agreements (the “**Agreement**”) entered into by the Greensboro/Guilford County Tourism Development Authority d/b/a Greensboro Area Convention & Visitors Bureau (the “**Bureau**”). Capitalized terms used and not defined herein shall have the respective meanings assigned to them in the Agreement.

**SPECIAL EVENTS TOURISM RELATED ACTIVITIES COMMITTEE  
TERMS AND CONDITIONS**

1. Event Obligations. The following terms and conditions apply to any Event approved under the SETRAC Grant Program or sponsored by the Bureau under an Agreement.
  - a. Organizer Obligations. Organizer shall:
    - i. notify the Bureau in writing of any planned or anticipated material changes to the Event;
    - ii. on a timely basis secure, and through the Event fully comply with, all licenses, permits, and approvals required by applicable Law in connection with the Event; and
    - iii. otherwise comply, and cause its subcontractors to comply, with all applicable Laws.
  - b. Audit and Compliance. The Bureau reserves the right to audit Organizer’s records and require reasonable cooperation to verify compliance with the Agreement and these Terms.
  - c. Insurance.
    - i. Organizer shall maintain insurance coverage throughout the Event End Date.
    - ii. All insurance policies pursuant to this Section 1(b) shall:
      1. be issued by insurance companies reasonably acceptable to the Bureau;
      2. require the insurer to give the Bureau at least 30 days’ prior written notice of cancellation, non-renewal, or reduction of policy coverage;
      3. waive any right of subrogation of the insurers against the Bureau;
      4. provide that such insurance is primary insurance and that any similar insurance in the name of or for the benefit of the Bureau is excess and non-contributory; and
      5. name the Bureau and its successors and permitted assigns as additional insureds.
    - iii. Upon the Bureau’s written request, Organizer shall provide the Bureau with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 1(b). The Bureau shall not do anything to invalidate such insurance. In the event the Bureau receives notice of cancellation, non-renewal, or reduction, Organizer shall, prior to the effectiveness of such cancellation, secure replacement insurance policies that meet the requirements of this Section 1(b). This Section 1(b) shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under the Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under the Agreement or these Terms.
  - d. Marketing. At the request of the Bureau, Organizer shall display the Bureau’s logo during the Event.
2. Program Guidelines.

- a. Projects must be tourism or culturally related and will be granted funds only on the basis that they enhance the development of travel and tourism.
- b. The primary function of a project submitted for funding must be promotional or marketing in nature, designed to enhance and develop Greensboro's and Guildford County's image as a leisure/travel destination. In making decisions on applications the Bureau's Board of Directors will consider such factors as the type and scope of the Organizer applying, the effect and impact of the proposed project on travel and tourism, the time span in which the project will be completed, the amount of funding requested, the project's ability and intent to attract visitors to Greensboro on a continuing basis, and the overall merit of the project.
- c. The project must be designed to stimulate economic activity for the Organizer and in turn the City of Greensboro.
- d. Only projects submitted by organizations in the Greensboro/Guildford County area (excluding High Point and Jamestown) will be considered for funding.
- e. Funds will not be granted for normal and routine operating and administrative expenses of the Organizer. Routine expenses include postage; telephone charges; shipping, salaries, bonuses, lodging, transportation, or entertainment cost for any staff member, consultant or other employee of an applying agency or organization.
- f. Funds awarded must be used by the recipient in accordance with guidelines within one year from the date of acceptance of the grant. At the conclusion of one year, all unused funds will revert to the SETRAC program.
- g. Award recipients agree upon acceptance to skip one grant cycle before applying again unless the request is for capital equipment or facility improvements.
- h. The Bureau's SETRAC shall review all applications and recommend awards to the Bureau's Board of Directors who will make final funding decisions and shall have sole authority in granting and distributing funds.
- i. Projects not performed within the scope of an accepted application and guidelines of this program will be denied the receipt of funds awarded.
- j. No recipient that has failed to complete a previous grant satisfactorily will be eligible for a subsequent grant until the previous grant has been settled.
- k. Before funds can be distributed, grant recipients must submit a completed project Accountability Form for the purpose of review by the Bureau. This form ensures compliance with grant terms and must be received within 30 days of project completion. Failure to file this form with the Bureau before the 30-day deadline may result in a loss of funding from the SETRAC program.
- l. The recipient's project Accountability Form must include an itemized list of expenses related to the award and copies of paid invoices showing that these related accounts have been settled by the grant recipient. Funds will not be disbursed until grant related financial obligations are settled. No funds will be disbursed prior to payment made by a recipient.
- m. Disbursement of funds will follow accepted accounting practices of the Guildford County Finance Department.
- n. The Bureau reserves the right to inspect at any time the grant recipient's records to ensure compliance with program guidelines and accuracy of financial reporting.
- o. In the event an applicant pursue funding for brochure production, monies awarded will be limited to development and first printing of a brochure and not subsequent printings of the brochure. Funds will not be awarded for additional printings of an existing brochure. Brochure funding will be awarded as a dollar-for-dollar match; for every one dollar (\$1.00) spent by a grant recipient, the Bureau will match one dollar (\$1.00). This funding will not exceed \$5,000.
- p. Funds awarded will be disbursed no sooner than 60 days following award decisions by the Bureau's Board of Directors.

- q. The Bureau reserves the right to inspect your records at any time for the purpose of audit and compliance with grant regulations.

### **SPONSORSHIP TERMS AND CONDITIONS**

3. Event Obligations. Section 1 above applies to Sponsorships.
4. Termination. The Bureau may terminate the Organizer's Sponsorship Agreement immediately upon written notice to Organizer if, in the Bureau's sole discretion, the value of the sponsorship association for the Bureau is materially diminished, or such association may cause the Bureau harm to its reputation, as a result of:
  - a. a material change in the Event, including a change in its timing, location, content, purpose, or target audience, including any change that is caused by or related to a Force Majeure (as defined in Section 13); or
  - b. Organizer's or any of its officers', directors', or employees' engaging in, or any of their or the Event's, becoming the subject of a regulatory or law enforcement inquiry or action alleging conduct that is unlawful, unethical, otherwise harmful to the reputation of the Organizer or the Event.

### **MEDIA USE PERMISSION TERMS AND CONDITIONS**

5. License Grants. All uses of Organizer's Media, and all goodwill associated therewith, shall inure solely to the benefit of Organizer, and Organizer shall retain all right, title, and interest in and to its Media.
6. Expiration or Earlier Termination of the Agreement. All licenses granted under the Agreement will terminate on expiration or earlier termination of the Agreement and the Bureau shall immediately cease using Organizer's media.
7. Representations and Warranties. Organizer represents and warrants that Organizer Media and the Bureau's use thereof in accordance with the Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.

### **GENERAL TERMS AND CONDITIONS**

8. Termination. Either party may terminate the Agreement, immediately upon written notice to the other party if:
  - a. the other party materially breaches the Agreement or these Terms, and such breach:
    - i. is incurable of cure; or
    - ii. being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice thereof; or
  - b. the other party:
    - i. becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
    - ii. files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
    - iii. makes or seeks to make a general assignment for the benefit of its creditors; or
    - iv. applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. the Organizer:

- i. becomes the subject of a scandal, investigation, or widely publicized conduct (including on social media) that is unlawful, unethical, or otherwise likely to reflect poorly on the Bureau or the community.

The Bureau may also terminate the Agreement, immediately upon written notice to the Organizer if the Bureau experiences a budget shortfall or reallocation of funding priorities that, in its reasonable judgment, requires the modification, reduction, or cancellation of previously approved sponsorship commitments. The Bureau shall not be liable for any damages, losses, or costs resulting from a termination under this Section, beyond the amount of any incentive already approved and disbursed.

9. Compliance with Laws. Organizer and the Event, as applicable, must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
10. Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented in the Organizer's Sponsorship Agreement under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has full right, power, and authority to enter into Organizer's Sponsorship Agreement and these Sponsorship Terms, to grant the rights granted under both documents, and to perform its obligations under both documents; (iii) the execution of Organizer's Sponsorship Agreement and these Sponsorship Terms by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, Organizer's Sponsorship Agreement and these Sponsorship Terms, collectively, will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
11. Indemnification. Organizer shall indemnify, defend, and hold harmless the Bureau and officers, directors, employees, agents, successors, and assigns (each, a "**Bureau Indemnitee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**"), resulting from any claim, suit, action, or proceeding (each, an "**Action**") arising out of or related to: (i) the Event, including but not limited to claims of bodily injury, death, or property damage occurring during or in connection with the Event, whether caused by the Organizer, its contractors, vendors, staff, or attendees; (ii) Organizer's advertising, marketing, or promotion of the Event; (iii) any use, presentation, display, or distribution of the Bureau's materials in a manner not expressly permitted by Organizer's Sponsorship Agreement or these Terms; or (iv) Organizer's breach of representation, warranty, covenant, or obligation of Organizer under Organizer's Sponsorship Agreement or these Terms. This indemnity includes claims brought by any third party, including without limitation event attendees, vendors, and contractors.
12. Confidentiality.
  - a. In connection with the Agreement, each party (for purposes of this Section 12, the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (for purposes of this Section 12, the "**Receiving Party**"). As a condition to being provided any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party shall:
    - i. not access or use the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under the Agreement or these Terms;
    - ii. not use the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive benefit with respect to the Disclosing Party;

- iii. not disclose or permit access to Confidential Information other than to its Representatives who:
      - 1. need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement and these Terms;
      - 2. have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 12; and
      - 3. are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 12; and
    - iv. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care;
  - b. Confidential Information does not include information that the Receiving party can demonstrate by written or other documentary records:
    - i. was already known to the Receiving Party without restriction on use or disclosure prior to its receipt or access to such information in connection with the Agreement or these Terms;
    - ii. was or becomes generally known by the public other than by breach of the Agreement or these Terms, or other wrongful act of, the Receiving Party or any of its Representatives;
    - iii. was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party or any other person to maintain the confidentiality of such information; or
    - iv. was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

13. Force Majeure.

- a. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached Organizer's Sponsorship Agreement or these Sponsorship Terms, for any failure or delay in fulfilling or performing any term of either document, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, or explosion; (iii) war, terrorism, invasion, riot, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of Organizer's Sponsorship Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; (viii) national or regional shortage of adequate power, telecommunications, or transportation facilities; or (ix) material construction delays, damage, or closures at the venue or facility contracted for the Event that render the space unsafe or unusable for its intended purpose (each of the foregoing, a "**Force Majeure**"), in each case, provided that (A) such event is outside the reasonable control of the affected party; (B) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (C) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.
  - b. Section 13(a) does not limit or impair the Bureau's right to terminate the Organizer's Sponsorship Agreement pursuant to Section 8(a) of these Terms, notwithstanding that such change may result from or be related to a Force Majeure.
14. Cooperation. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to the Agreement or these Terms.

15. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
16. Construction. For purposes of the Agreement and these Terms, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, the Agreement or these Terms, as applicable; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of the Agreement or these Terms to the same extent as if they were set forth verbatim therein or herein.
17. Headings. The headings in the Agreement or these Terms are for reference only and do not affect the interpretation of the Agreement or these Terms, as applicable.
18. Entire Agreement. The Agreement, together with these Terms, constitutes the entire agreement of the parties with respect to the subject matter contained therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
19. Assignment. Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other party’s prior written consent, provided, however, that the Bureau may assign or otherwise transfer all or any of its rights, and delegate or otherwise transfer all or any of its obligations or performance, under the Agreement or these Terms without Organizer’s consent to the successor to all or substantially all of its business to which the Agreement relates. For purposes of the preceding sentence, and without limiting the generality, any merger, consolidation, or reorganization involving Organizer (regardless of whether Organizer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under the Agreement and these Terms for which the Bureau’s prior written consent is required. No delegation or other transfer will relieve the delegating or transferring party of any of its obligations or performance under the Agreement or these Terms. Any purported assignment, delegation, or transfer in violation of this Section 19 is void. The Agreement and these Terms are binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
20. Sole Benefit. The Agreement is for the sole benefit of the parties thereto and their respective permitted successors and permitted assigns and nothing therein or herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of the Agreement or these Terms.
21. Amendment. No amendment to or modification of the Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions thereof or hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege thereunder or hereunder preclude any other or further exercise thereof of hereof or the exercise of any other right, remedy, power, or privilege.

22. Severability. If any provision of the Agreement or these Terms are invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of either document or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify either document so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated be consummated as originally contemplated to the greatest extent possible.
23. Governing Law. The Agreement and these Terms are governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action, or proceeding arising out of or related to Organizer's Sponsorship Agreement or these Sponsorship Terms shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in the city of Greensboro and the County of Guilford, and each such party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth in the Agreement shall be effective service of process for any suit, action, or other proceeding brought in any such court. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
24. Counterparts. The Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

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