

TOURISM ENTITY AGREEMENT

AGREEMENT made and entered into this 8th day of August, 2016, by and between the **VILLAGE OF BELGIUM**, a municipal corporation (hereinafter “the Village”), and **BELGIUM AREA CHAMBER OF COMMERCE, INC.**, a Wisconsin nonprofit corporation, (hereinafter “the Chamber”).

WHEREAS, effective January 1, 2017, Wisconsin law requires the Village to forward the portion of its room tax revenue required to be spent on tourism promotion and development to a tourism commission or qualified tourism entity; and

WHEREAS, the Chamber is a qualified “tourism entity” as defined in sec. 66.0615(1)(f), Wis. Stats., and its governing body complies with sec. 66.0615(1m)(d)8, Wis. Stats.; and

WHEREAS, the Village and Chamber desires to enter into an agreement whereby the Chamber will provide tourism promotion and development services to the Village.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Funding.** Beginning January 1, 2017, the Village shall forward to the Chamber, on a quarterly or more frequent basis, all of that portion of the Village room tax that is required by Wisconsin law to be spent on tourism promotion and development.

2. **Expenditure of room tax revenue.** The Chamber shall spend all of the room tax revenue that it receives from the Village on tourism promotion and development, as defined in sec. 66.0615(1)(fm), Wis. Stats.

3. **Duties.** The Chamber shall perform the functions of a “tourism entity” as defined in sec. 66.0615(1)(f), Wis. Stats. The Chamber shall provide the services and materials necessary and proper to successfully promote, develop and attract tourist trade to the Village of Belgium, such as, but not limited to, tourist sales staff and promotional and advertising materials and services.

4. **Budget and tourism plan.** The Chamber shall prepare and present to the Village for approval by March 1st of each year a tourism budget and tourism promotion plan for that year.

5. **Accounting.** The Chamber shall provide an annual accounting of the receipt and disbursement of the Village’s room tax funds by March 1st of the following year. The Chamber shall also provide such information to the Village as is required for the Village to comply with the accounting and reporting provisions of sec. 66.0615(4), Wis. Stats.

6. **Term.** The term of this Agreement shall be three years, commencing on January 1, 2017, and shall thereafter automatically renew on a one-year basis unless either party to this Agreement, at least ninety (90) days prior to the end of the term, notifies the other party in writing of its intention to terminate the Agreement. This Agreement may be terminated by the Village for a breach of the Agreement upon thirty (30) days written notice to the Chamber, and

may be terminated by either party without cause upon ninety (90) days written notice to the other party.

7. **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties and supersedes all prior representations or agreements, either written or oral. This Agreement may only be amended by the written agreement of the parties hereto. _

8. **Enforceability.** The enforceability of this Agreement shall not be affected by changes in the form of government, or changes in elected officials or officers. Accordingly, the parties agree that this Agreement shall be construed to be binding upon the parties, as well as their respective successors and assigns. The parties will not litigate the provisions of this Agreement, except upon breach by a party.

9. **Waiver.** The failure of a party to require strict performance of any provision of this Agreement shall not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other rights or obligations.

10. **Indemnification and hold harmless.** The Chamber agrees to indemnify and hold harmless the Village from any and all claims arising out of the Chamber's activities in the performance of this Agreement. The Village agrees to indemnify and hold harmless the Chamber arising out of the Village's activities in the performance of this Agreement.

11. **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, send by facsimile, or sent by certified mail, postage prepaid, to the following:

Village of Belgium
104 Peter Thein Ave.
Belgium, WI 53004

Belgium Area Chamber of Commerce
PO Box 215
Belgium, WI 53004

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

VILLAGE OF BELGIUM

**BELGIUM AREA CHAMBER OF
COMMERCE, INC.**

BY: _____
Vickie Boehnlein
Village President

BY: _____
Ann Noster
President

BY: _____
Julie Lesar
Village Clerk

BY: _____
Secretary