

**Agreement between
Florida Tourism Industry Marketing Corporation,
doing business as VISIT FLORIDA®,
and AviaReps Middle East**

THIS AGREEMENT, entered into and effective on the date it is signed by both parties (“the Effective Date”) by and between the Florida Tourism Industry Marketing Corporation, doing business as VISIT FLORIDA®, hereinafter referred to as “VISIT FLORIDA”, and AVIAREPS referred to as “Contractor”.

PURPOSE: VISIT FLORIDA hereby engages the Contractor to provide representation and marketing services for: Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates (GCC); Lebanon, Jordan, Syria; and Egypt. The Contractor’s main objectives are to ensure optimal integration of all travel trade sales initiatives, and increase Florida’s tourism market share.

1. **PARTIES.** The parties and their respective addresses for purposes of this Agreement are as follows:

VISIT FLORIDA
c/o Alfredo Gonzalez, Vice President, International Sales & Market
Development
2540 W. Executive Center Circle, Suite 200
Tallahassee, Florida 32301
(850) 205.3818
agonzalez@VISITFLORIDA.org

AVIAREPS S de RL de CV
c/o Glenn Johnston, General Manager
1908A Business Central Towers
PO Box 502657
Dubai Media City
Dubai, United Arab Emirates
gjohnston@aviareps.com

2. **TERM.** The term of this agreement shall begin March 1, 2017 and continue through June 30, 2017 unless terminated earlier as provided in Section 14.

3. **NOTICES.** All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested, or overnight express delivery. Telephone, fax or electronic transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notice of change of address is given.

4. **SCOPE OF WORK.** The primary function of the Contractor is to provide expertise in assisting VISIT FLORIDA with the development and implementation of a strategic marketing plan targeting: Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates (GCC); Lebanon, Jordan, Syria; and Egypt (“Foreign Market”). VISIT FLORIDA will lead the strategic direction and project planning for Contractor. VISIT FLORIDA will meet with Contractor via conference call, email and occasionally in person to strategize and review progress.

The services to be performed by the Contractor and covered by the Representation Fee outlined in Section 5 include the following activities:

4.1. **Administrative**

1. Contractor will provide one Tourism Manager and one Account Director to perform all deliverables and obligations of this Agreement from their Dubai office. The Account Director will be dedicated to VISIT FLORIDA.
2. Contractor will provide telephone and fax lines as part of the Retainer Fee outlined in Section 5.
3. Contractor will work with VISIT FLORIDA Partners and contractors, work with Tour Operators, travel agents, airlines and Online Travel Agencies (OTA) to promote visitation to Florida and education about Florida destinations.
4. Contractor will facilitate appointments for ATM (Arabian Travel Market) in April 2017.
5. Contractor will develop detailed budgets using VISIT FLORIDA budget forms for the approved Travel Trade Promotion events: Launch “VISIT FLORIDA” and Sales Mission. The detailed budgets will be attached as an Addendum to this Agreement and the Contractor is then approved to incur expenses on behalf of VISIT FLORIDA as outlined in these budgets. The detailed budgets are due by March 15, 2017 for the following events:
 - a. Launch “VISIT FLORIDA”: Contractor will negotiate with major GCC airline carriers to offer special fares to create VISIT FLORIDA packages for selling and promoting by travel agents and airline partners. Total budget not to exceed \$20,000.
 - i. Contractor will conduct sales calls and in-house agent training on VISIT FLORIDA packages.
 - ii. Contractor will create consumer and trade campaign flyers.
 - iii. Contractor will coordinate FAM trip to be conducted in conjunction with airline partners with commitment from agents to create VISIT FLORIDA packages.
 - iv. Contractor will develop an e-blast for Contractor’s GCC travel trade in-house database of 10,000+ promoting the VISIT FLORIDA packages.
 - v. Contractor will coordinate travel trade luncheon with the leading airline and a minimum of 50 agents in Dubai. Contractor will be responsible for all collateral creation and printing.

and/or purchased in advance by VISIT FLORIDA's Promotions Manager and must be contained in the budget.

4.3. Sales and Trade Show Activities

1. Contractor will coordinate sales and trade show activities through the Director of International Marketing & Events, Shari Bailey.
2. Contractor will promote visitation to Florida through travel trade channels and is responsible for product development and promotion in collaboration with key tour operators/wholesalers, retail travel agencies, online travel agencies (OTAs), airlines, traditional and non-traditional industry suppliers and other distribution intermediaries.
3. Contractor will accomplish these activities through the following:
 - a. Provide expertise on local market insights and intelligence on travel trade trends, distribution, consumer confidence and competitor analysis;
 - b. Identify new initiatives to promote Florida to consumers and the travel trade industry for future budget planning;
 - c. Identify key travel trade accounts and develop strategies and tactics to cultivate leisure business from the accounts;
 - d. Develop business relations with in-country industry partners and other travel associations to increase brand and destination awareness;
 - e. Guide and coordinate an educational strategy to train tour operators (product development, reservationists, etc.) and retail agents about Florida to include road shows (sales missions), workshops, familiarization trips to Florida, webinars and other creative vehicles to effectively communicate the state's tourism product offerings and VISIT FLORIDA's resources for travel planning;
 - f. Participate in industry events to include major trade and consumer fairs, roadshows/seminars, and workshops as budgeted and approved. Coordination will include industry solicitation and participation, and development of Florida-themed/branded pavilions and activities/initiatives to promote Florida's presence at these events;
 - g. Produce signature VISIT FLORIDA events as budgeted and approved around major trade and consumer fairs providing added value for VISIT FLORIDA industry partners through an exclusive atmosphere for key buyers;
 - h. Provide support for VISIT FLORIDA's Air Team Florida initiative through development of airline relationships and activities that support existing airline routes and encourage route development. Provide airline intelligence to Director of International Marketing & Events, such as new route development to competing sunshine or state destinations;
 - i. Promote attendance of key accounts to buyers and media for Florida Huddle;
 - j. Provide assistance in reviewing and editing travel trade and consumer collateral for International publications; and

- k. Provide on a quarterly basis updated database of top-producing tour operators, OTAs, retail agents and other qualified leads.
4. Contractor will provide representation for the planned activities outlined in the approved budgets that will be attached to the Agreement as an Addendum. Any deviations or newly assigned activities must be approved by the Director of International Sales & Market Development and documented in writing with an additional addendum to this Agreement by the Contracts Team.

4.4. **Reporting Requirements:**

- 1. Contractor will prepare a comprehensive monthly report that will include activities. The monthly report will include highlights of services provided, event participation, event production, market intelligence, feedback and evaluations of programs, and advice on strategies to capitalize on any opportunities. The monthly report should be submitted electronically by the 25th of each month.
- 2. Contractor will prepare Department highlights of all events for the previous month to be submitted electronically by the 10th of each month.
- 3. All reports will be submitted electronically to accounting@visitflorida.org.

5. **COMPENSATION.**

a. **Representation Fee.**

The compensation for representation services outlined in Section 4 will be \$3,500 per month starting March 1, 2017 and continue through June 30, 2017.

Representation fee is payable in arrears. Contractor will provide invoices for representation fees to VISIT FLORIDA by the 25th of each month. Invoices must be submitted to accounting@visitflorida.org with documentation of the Contractor's monthly activities as described in Section 4.

Invoices are payable within 15 days upon receipt of invoice and proper reporting documentation.

2. **Reimbursement.**

Expenses that are not part of the monthly representation fee and not directly paid by VISIT FLORIDA may be reimbursed. All such expenses must be authorized and approved in advance.

Prior to the approval of budgets Contractor must submit travel authorization or expense authorizations to VISIT FLORIDA's Contracts Team at contractsteam@visitflorida.org for approval in writing.

Once budgets are approved and attached as Addendums to the Agreement, this will constitute approval to the Contractor for expenses to be incurred as outlined in the budget.

Payment for reimbursable items shall be made payable to Contractor on monthly basis in arrears and payable within 15 days of date of invoice, subject to submission to VISIT FLORIDA of Contractor invoices and proof of expenditure as proper documentation.

6. **COSTS AND EXPENSES.** The total compensation as specified in Section 5 is inclusive of all costs and expenses associated with the production of the program as outlined in this agreement. No other costs or expenses will be paid by VISIT FLORIDA under this Agreement.

7. **PERFORMANCE.** Contractor agrees to perform all services in a professional, technically competent and timely manner, in accordance with industry standards and all applicable laws, rules and regulations. Contractor shall obtain all licenses and permits and pay all fees required to comply with such laws and regulations. In performance of these services, Contractor will not infringe any patent, copyright, trade secret or other proprietary right of any person or entity.

8. **CONTINGENT LIABILITY.** VISIT FLORIDA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement is terminated and VISIT FLORIDA has no further liability to the Contractor beyond that already incurred by the termination date.

9. **INDEPENDENT CONTRACTOR.** The Contractor shall act as an independent contractor and not as an employee of VISIT FLORIDA in the performance of the tasks and duties which are the subject of this Agreement. No statement in this Agreement shall be construed to make Contractor, its employees, contractors, servants or agents of the employees of VISIT FLORIDA, and they shall not be entitled to any of the rights, privileges or benefits of employees of VISIT FLORIDA.

VISIT FLORIDA shall not pay or withhold, and Contractor will hold VISIT FLORIDA harmless from, costs for employee benefits, employee taxes, insurance, and other costs typically arising from an employer-employee relationship. Contractor shall pay its own expenses, including salaries and commissions to Contractor's employees and all taxes incurred in doing business.

10. **INDEMNIFICATION AND INSURANCE.** The Contractor shall be liable, and agree to be liable for, and shall indemnify, defend and hold VISIT FLORIDA and its agents, officers, directors, employees and members harmless from all claims, suits, judgments or damages, including interest and attorney fees arising from the Contractor's activities and performance of the tasks and duties which are the subject of this Agreement. Contractor will maintain, during the period of this Agreement, liability

insurance of at least one million dollars in policy amounts covering claims or suits arising out of Contractor's services and will furnish to VISIT FLORIDA evidence of this insurance.

11. **EXCLUSIVE AGREEMENT.** This Agreement is an exclusive and personal agreement for professional service and products and may not be assigned by the Contractor without prior written approval of VISIT FLORIDA. Contractor shall not represent any other sun destination during the term of this Contract without the prior written approval of VISIT FLORIDA. Contractor shall inform VISIT FLORIDA of any Florida Tourism organization they represent.

12. **EXCLUSIVE PROPERTY.** Anything, by whatsoever designation it may be known, that is produced or developed in connection with this Agreement shall be the exclusive property of VISIT FLORIDA and participating Partners and may be copyrighted, patented or otherwise restricted by VISIT FLORIDA as provided by Florida Statutes or this agreement. Neither the Contractor nor any approved subcontractor shall have any proprietary interest in the products and materials developed under this Agreement.

13. **CONFIDENTIAL INFORMATION.** The parties hereto recognize that each shall come into possession of information that compromises valuable trade secrets and other confidential information which is exclusively owned by or otherwise in the possession of the conveying party ("Confidential Information"). Both parties expressly recognize that Confidential Information is being disclosed to them under conditions of confidentiality, and agree that they shall not disclose Confidential Information to any third party or use, directly or indirectly, any Confidential Information during the term of this Agreement, and for a period of two (2) years following the termination or expiration of this Agreement. The parties may, however, disclose Confidential Information to their employees or independent contractors who need to know such Confidential Information in order to perform the services contemplated by this Agreement. During the term of this Agreement and for a period of two (2) years after the termination hereof, Contractor will not, without consent of VISIT FLORIDA, provide services similar to those provided hereunder to any person, corporation or other entity generally considered to be a competitor of VISIT FLORIDA.

14. **TERMINATION.** The Agreement may be terminated by VISIT FLORIDA for breach upon failure of the Contractor to perform any requirement or provision of this Agreement upon no less than 24 hours' notice delivered in the manner set forth in Section 3 herein. This Agreement may be terminated by VISIT FLORIDA with 60 days notice given pursuant to Section 3. This Agreement may not be terminated by Contractor under any circumstances once full fees have been paid under provisions set forth in Section 5, until which time as the Contractor has returned all disbursed fees paid to Contractor, to VISIT FLORIDA.

On termination by either party and the payment of all amounts due at termination, Contractor shall return to VISIT FLORIDA all documents and materials belonging to or produced for VISIT FLORIDA by Contractor or by any third party including all copies of confidential documents.

15. **BANKRUPTCY OR CHANGE OF OWNERSHIP.** Contractor shall notify VISIT FLORIDA if Contractor files for bankruptcy or changes ownership, within five (5) business days of such filing or change in ownership. VISIT FLORIDA shall have the right to terminate this Agreement immediately upon receipt of such notification.

16. **NON-DISCRIMINATION.** Contractor agrees to comply with all provisions of United States and Florida law and policy regarding equal employment opportunities. Contractor also agrees to provide a harassment-free workplace and give priority management attention and action to any allegation of harassment.

17. **PUBLIC ENTITY CRIMES.** Contractor affirms that it is aware of the provisions of Section 287.133(1)(a), Florida Statutes, and that at no time has the Contractor been convicted of a Public Entity Crime. The Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Contractor shall insert a provision in accordance with this paragraph in any subcontract for services under this Agreement.

18. **ANTI-CORRUPTION COMPLIANCE.** The Contractor warrants that it has no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any government official or to any intermediary, broker, or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any government official. The Contractor also represents and warrants that it will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments, or transfers of property of any type be made to any government official, or to any intermediary, broker or agent who shall in turn, directly or indirectly, unlawfully pay, disburse, assign or transfer property to any government official, to unlawfully influence any act of decision of any government official. The contractor in carrying out this Agreement will comply with all applicable anti-corruption laws including the U.S. Foreign Corrupt Practices Act.

19. **RECORD MAINTENANCE.** Contractor agrees to maintain journals, ledgers, books and other records in good order and in sufficient detail to allow audit and post-audit activities required by law with respect to VISIT FLORIDA activities, and to maintain them for three years after expiration of this Contract.

20. **CERTIFICATION OF ELIGIBILITY.** Contractor certifies that it is not on the State of Florida convicted vendor list.

21. **WAIVER.** The failure of either party to this Agreement to object to or to take affirmative action with any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any further violation, breach or wrongful conduct.

22. **MODIFICATION.** This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized signer of the Contractor and an authorized signer of VISIT FLORIDA.

23. **LEGAL REQUIREMENTS.** With respect to its interpretation, construction, effect, performance, enforcement and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida.

24. **EXECUTION OF AGREEMENT.** The parties agree that the execution of this Agreement may be by electronic signature and maintained and transacted by electronic record.

IN WITNESS HEREOF, the parties have caused their hands and seals to be set to this Agreement by their respective officials hereto.

Florida Tourism Industry Marketing Corporation, d/b/a VISIT FLORIDA®

AviaReps Middle East



Michael Merner (Mar 20, 2017)

Signature: _____

Signature: _____

Printed Name: **Ken Lawson**

Printed Name: **Michael Merner**

Title: **CEO/President**

Title: **Chairman**

Date: **Mar 19, 2017**

Date: **Mar 20, 2017**