



**PARTICIPATION AGREEMENT
West Virginia Tourism Office Co-Op Advertising Program**

The West Virginia Tourism Office Co-Op Advertising Program provides partners with the opportunity to leverage state resources and brand identity for the advertising of individual destinations, attractions, and events. Any advertising material generated, placed and disseminated through the program, including duly licensed audio recordings, remains the property of the West Virginia Tourism Office and may not be used without its express written permission.

The goals of this program are to:

- Increase awareness of the West Virginia brand, products and partners;
- Create a positive shift in visitors’ and travelers’ attitudes and perceptions;
- Provide measurable advertising outcomes for every dollar spent; and
- Leverage state resources and partner budgets to maximize the industry’s overall economic effects.

The West Virginia Tourism Office does not warrant or guarantee that program participants will attain a particular result or benefit from participation in the Co-Op Advertising Program.

In consideration of the foregoing, (the Applicant) and the West Virginia Tourism Office (“Tourism Office”, “we”, “us”) agree as follows.

I. APPLICANT INFORMATION

The Applicant agrees that the information contained in this section of the Agreement related to the Applicant was accurate when originally provided. The Applicant acknowledges that there is an ongoing duty to supplement this information. Therefore, the Applicant must also supplement this information if, at the time that an advertising request is made, there are material changes.

Applicant Information

Business Name _____	Phone _____
Address _____	Fax _____
City, State, Zip _____	Email _____

Contact Person & Lead Billing Representative

Contact Name _____

Phone _____

Address _____

Fax _____

City, State, Zip _____

Email _____

If Applicant is an advertising agency, name and address of the client for whom advertising is being placed

Client Name _____

Phone _____

Address _____

Fax _____

City, State, Zip _____

Email _____

If Applicant represents a multi-partner group, please list below all participating group members and indicate each member's contribution percentage.

Participant	Contribution
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

II. PLACEMENT OF ADVERTISING

The Tourism Office shall place the advertising created in coordination with the Applicant, according to Section IV of the Agreement, in the media property(s) requested by the Applicant, pursuant to Section III of the Agreement, under the Cooperative Advertising Program. To have advertising placed by the Tourism Office under the Cooperative Advertising Program, the undersigned Applicant agrees to all of the terms and conditions contained in this Agreement.

III. PROGRAM PARTICIPANTS

- A. Requests must include at least one of the identified participants. Other partners, such as hotels, motels and restaurants, may partner with one of the following participants, but may not apply on their own.
- Destination Marketing Organizations (regions or areas containing three or more attractions)
 - Tourism-Related Businesses, Attractions & Events, which include:
 - Cultural/historic sites
 - Fairs & festivals
 - Museums
 - Entertainment establishments
 - Casinos
 - Performing arts centers
 - Sporting organizations & venues
 - Vineyards/wineries
 - Craft breweries
 - Distilleries
 - Scenic or natural areas
 - Theme or amusement parks
 - Zoos, aquariums, wild animal parks
 - Destination lodging
 - Campgrounds
 - Bed & Breakfasts
 - Vacation rentals
 - Resorts
 - Destination entity/organization that provides recreational activities, including but not limited to, whitewater rafting, skiing and snow activities, mountain biking, hunting and fishing.
 - Destination shopping
 - Government Partners
- B. The partnership(s) must be strategically applicable to the Tourism Office's 2018 goals, objectives and target markets.
- C. Partnerships can include individual destination marketing organizations or coalitions of regional, industrial, or activity-based groups. Preference will be given to groups of partners that come together to advertise as a destination.

- D. Each partner or group of partners should identify one representative to serve as the main point of contact throughout the advertising process. If working with a group, the point of contact will be responsible for sharing creative proofs, notifying partners of their contributions toward the final invoice, and passing along final campaign results and tracking information with all other parties.

IV. ADVERTISING REQUESTS & PLACEMENTS

- A. The Tourism Office will decide all advertising opportunities and placements. Applicants may recommend and suggest opportunities and markets for consideration; however, applicants may not procure advertising opportunities for program inclusion.
- B. All co-ops are solely for tourism-related advertising and may only advertise and promote public locations, attractions and events. The Tourism Office will provide final approval of all co-op media plans and creative.
- C. All cooperative advertising requests made through the co-op portal are binding requests. There shall be no changes in the request after the buy is approved.
- D. For each advertising placement requested by the Applicant under this Agreement, the Applicant shall provide proper materials according to Tourism Office instructions and follow the below program rules of participation.
- E. Upon notification that the requested advertisement has been approved, the Applicant shall promptly **provide the information required in this document to the Tourism Office**. All assets are to be uploaded directly into the Tourism Office co-op portal.
- F. If materials are late or applicants fail to submit required materials, applicants are at risk of not being included in the co-op and will be charged the full price for their requested placements.
- G. The Tourism Office reserves the right to determine the acceptability and value of all written, graphic and visual material as to its content and appropriateness for the general public and for the state's efforts to promote tourism.
- H. The Tourism Office reserves the right to determine the acceptability of advertising to ensure that it does not portray the State of West Virginia, or foreseeably lead to the portrayal of the State of West Virginia in a derogatory or negative manner.
- I. The Tourism Office reserves the right to exclude participants whose product does not comport with or further the goals, objects and target markets of the Cooperative Advertising Program.
- J. The information provided by the Applicant pursuant to this section of the Agreement is the only direction considered to be given by the Applicant to the Tourism Office for placement of advertising under this Agreement and that information is made part of this Agreement.
- K. The Tourism Office does not guarantee a certain outcome or result to participants in the program.

V. PROGRAM RULES OF PARTICIPATION

- A. The Tourism Office's web address will be the singular call-to-action and landing page for all ad partnerships, unless otherwise noted.
- B. To qualify for the state's match, the Tourism Office's brand identity, creative strategy and hashtag (#AlmostHeaven) must be utilized and maintained throughout the partnership. All participants include every individual member of a multi-partner group. Creative costs will be covered by the Tourism Office. Creative messages by partners must adhere to and complement the Tourism Office's creative strategy and brand.
- C. Throughout the duration of co-op ad buys, partner(s) must use the Tourism Office's hashtag (#AlmostHeaven) in all social promotion activities to promote a unified brand message for the State of West Virginia.
- D. The Tourism Office will ensure that each participating group has a dedicated landing page and each participating single partner has an enhanced listing on the Tourism Office's website.
- E. Partners will be asked to provide information on deals, packages, itineraries, events and attractions to the Tourism Office for web, social media and public relations use. In addition, partners may be asked to provide giveaways for relevant promotions.
- F. The Tourism Office will track and report all web activity for dedicated partner pages or group partnership pages on the Tourism Office's website. These analytics will be provided to participating partners monthly.
- G. Partners can receive the creative from the cooperative advertising campaign for future use in marketing efforts upon pre-approval from the Tourism Office; however, creative cannot be later altered in any way.
- H. The Tourism Office has an exclusive license to use the words, music and recording of Country Roads. The Tourism Office must give its written permission for any use of the same.

VI. RATES AND PAYMENTS

- A. The Applicant will make payment via a check to the West Virginia Tourism Office: Building 3, Suite 100, State Capitol Complex, 1900 Kanawha Boulevard, East, Charleston, WV 25305. Please mail Attn: West Virginia Tourism Office Co-Op Program.
- B. The lead billing representative on partner group accounts is responsible for mailing the check on behalf of the group and collecting partner contributions toward the final invoice.
- C. The Applicant will pay at the rate and in the amount charged by the applicable media to the Cooperative Advertising Program for the placement requested by the Applicant on the date each placement is requested under this Agreement.

- D. The Tourism Office will charge Applicant for applicable sales tax. Applicant will be responsible for payment of all other sales and use tax.
- E. Payment for participants whose existing accounts are not more than 30 days past due is due on the last Friday of each month.
- F. A participant whose account is more than 45 days past due may not place advertising under the program until its entire balance is paid. When the balance of such a current participant is paid in full, it may request advertising under the program.
- G. The Tourism Office reserves the right to undertake appropriate collection actions for any unpaid balance.
- H. The Tourism Office reserves the right to change payment terms in the event of delinquencies in Applicant's payments, or when there has been impairment of Applicant's credit in the Tourism Office's reasonable opinion, that might affect future payments hereunder.

VII. GOVERNING LAW

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and may not be altered or waived except by a writing signed by both parties. This Agreement shall be governed by the Laws of the State of West Virginia.

VIII. PERSONAL GUARANTEE

Each undersigned representative of the Applicant personally and individually guarantees unconditionally full and prompt payment of past, present and future obligations due under this Agreement for the Applicant and any successor in interest, corporate or non-corporate, in the Applicant's business.

IX. HOLD HARMLESS

Applicant represents and warrants that any intellectual property provided by Applicant for use hereunder does not infringe any trademark, copyright, patent or other proprietary right of any third party and to Applicant's knowledge, no action, suit or claim has been initiated or threatened against Applicant with respect to the use of such intellectual property provided by Applicant.

Applicant will indemnify and hold the Tourism Office harmless with respect to any claims or actions instituted by third parties which result from (a) the use of materials furnished to us by Applicant, (b) a change made by Applicant to material created by us; (c) any claims for damages, indemnification or contribution arising from the use of Applicant's products or services. Information or data obtained from Applicant to substantiate claims made in advertising shall be deemed to be "materials furnished by Applicant".

In the event of any proceedings against Applicant by any regulatory agency or in the event of any court action or self-regulatory action challenging and advertising of Applicant, Applicant will reimburse us any out-of-pocket costs we may incur in connection with any such action or proceeding.

We will use our reasonable best efforts to guard against any loss to Applicant caused by the failure of media, suppliers, or others to perform in accordance with their commitments, but we will not be responsible for any such loss or failure on their part, or any destruction or unauthorized use by others of Applicant's property.

The Applicant agrees to indemnify and hold harmless the Tourism Office, and its respective agents, officers and employees with regard to any claim made as a result of any advertising placed by the Applicant under this Agreement, and further agrees to defend, at its sole expense, any action or proceeding commenced for the purpose of asserting a claim related to advertising placed under this Agreement.

X. APPLICANT CHECKLIST

A. All applicant partners are registered with the Secretary of State at: <http://apps.sos.wv.gov/business/corporations/>. If not, please explain:

Please note, municipalities, county commissions, and sole proprietorships are the only organizations not required to register.

B. The applicant and all of the partners are now in compliance with all state, federal and local laws, including but not limited to, Hotel/Motel tax and payments to Workers' Compensation and Unemployment Compensation.

C. Is the applicant or any partner now involved in a bankruptcy proceeding? If so, who may be contacted for details of the bankruptcy proceeding:

D. Are there any members of the applicant organization who serve as also board members for any of the partners or vice versa? If so, detail the connection between the applicant organization and all partners:

E. An irrevocable promise of the applicant and partners to pay the approved expenses.

F. A promise by the applicant not to assign or transfer any of the rights, duties or obligations of the applicant without the written consent of the Tourism Office.

G. The information provided within the application is true and correct, and the applicant has read and understands this agreement.

- H. The Tourism Office reserves the right to reject any application on the basis of the amount of funding sought and the right to deny or to defer consideration of any incomplete application.
- I. Upon discovery of any violation of the terms of the agreement, these rules, or state or federal law by the applicant or by any partner to the application, the state may terminate any project agreement and/or reject any future applications from such applicant or any partner to the application.

Please indicate your acceptance of the terms and conditions of this agreement by signing below and returning it to the Tourism Office.

Agreed and accepted for the Applicant:

Authorized Signature

Printed Name

Title

Date

Agreed and accepted by the Tourism Office

Signature

Date