



# WEST VIRGINIA

DEPARTMENT OF TOURISM

## COOPERATIVE ADVERTISING PROGRAM PARTICIPATION AGREEMENT

The West Virginia Department of Tourism's Cooperative (Co-Op) Advertising Program provides partners with the opportunity to leverage state resources and brand identity for the advertising of individual destinations, attractions, lodging and events. The dollar-for-dollar partnership\* program offers participating tourism industry partners a mix of national, regional and local advertising and marketing opportunities.

The goals of this program are to:

- Increase awareness of the West Virginia brand, products and partners;
- Create a positive shift in 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.

In consideration of the foregoing, (the Applicant) and the West Virginia Department of Tourism ("Department of Tourism", "we", "us") agree as follows.

### 1. PROGRAM PARTICIPANTS

A. Requests must include at least one of the identified participants. Other partners, such as restaurants, may partner with one of the following participants, but may not apply on their own.

1. Destination Marketing Organizations (regions or areas containing three or more attractions)
2. Tourism-Related Businesses, Attractions & Events, which include:

- |                                    |   |
|------------------------------------|---|
| a. Cultural/historic sites         | e. Zoos, aquariums, wild animal parks               |
| i. Fairs & festivals               | f. Destination lodging                              |
| ii. Museums                        | i. Bed & breakfasts                                 |
| b. Entertainment establishments    | ii. Campgrounds                                     |
| i. Casinos                         | iii. Hotels and motels                              |
| ii. Craft breweries                | iv. Resorts   |
| iii. Distilleries                  | v. Vacation rentals                                 |
| iv. Performing arts centers        | g. Destination entity/organization that             |
| v. Sporting organizations & venues | provides recreational activities, including but not |
| vi. Vineyards/wineries             | limited to, whitewater rafting, skiing and snow     |
| c. Scenic or natural areas         | activities, mountain biking, hunting and fishing.   |
| d. Theme or amusement parks        | h. Destination shopping                             |

3. Government Partners

B. All participating partners must have a mobile-responsive website featuring more information on the partner's destination.

C. The partnership(s) must be strategically applicable to the Department of Tourism's goals, objectives and target markets.

D. 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.

E. 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 and passing along final campaign results and tracking information to all other parties.

### 2. PLACEMENT OF ADVERTISING

The Department of Tourism 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 Department of Tourism under the Cooperative Advertising Program, the undersigned Applicant agrees to all of the terms and conditions contained in this Agreement.

*\*The partnership match can be adjusted at the Secretary's discretion for special circumstances.*



### 3. ADVERTISING REQUESTS & PLACEMENTS

- A. The Department of Tourism 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 Department of Tourism 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 Department of Tourism 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 Department of Tourism. All assets are to be uploaded directly into the Department of Tourism partner 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 approved placements.
- G. The Department of Tourism 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 Department of Tourism 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 Department of Tourism 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 Department of Tourism for placement of advertising under this Agreement and that information is made part of this Agreement.
- K. The Department of Tourism does not guarantee a certain outcome or result to participants in the program.

### 4. PROGRAM RULES OF PARTICIPATION

- A. The goal of the program is to showcase industry partners as featured destinations within recognizable state marketing campaigns. As such, all call to action's for broadcast, out-of-home and print media partnerships will direct to the Department of Tourism website: [www.WVtourism.com](http://www.WVtourism.com). Digital partnerships will link directly to the partner website, pending partner site adheres to Department of Tourism web standards and requirements. Partners should have the Department of Tourism's logo on their website with a link back to [WVtourism.com](http://WVtourism.com). Specific URL verbiage and usage will be determined on a case-by-case basis due to group versus single partner, ad placement, size and type.
- B. To qualify for the state's match, the Department of Tourism'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.
- C. Creative costs will be covered by the Department of Tourism. Creative messages by partners must adhere to and complement the Department of Tourism's creative strategy and brand.
- D. The Department of Tourism will ensure that each participating group has a dedicated landing page and each participating single partner has an enhanced listing on the Department of Tourism's website.
- E. Partners will be asked to provide information on deals, packages, itineraries, events and attractions to the Department of Tourism for web, social media and public relations use. In addition, partners may be asked to provide giveaways for relevant promotions.
- F. The Department of Tourism will track and report all web activity for dedicated partner pages or group partnership pages on the Department of Tourism's website.
- G. Partners can receive the creative from the cooperative advertising campaign for future use in marketing efforts upon pre-approval from the Department of Tourism; however, creative cannot be later altered in any way without written permission.



H. The Department of Tourism has an exclusive license to use the words, music and recording of Country Roads. The Department of Tourism must give its written permission for any use of the same.

## 5. RATES AND PAYMENTS

- A. The Applicant will make payment via a check to the West Virginia Department of Tourism: Building 3, Suite 100, State Capitol Complex, 1900 Kanawha Boulevard, East, Charleston, WV 25305. Please mail Attn: West Virginia Department of Tourism Co-Op Program.
- B. Multi-partner Groups: All members of a multi-partner group will be billed separately for their share of the total of the advertising purchased by the group. Partners will be billed for the percentage of the partner share indicated on the application in Section VIII. Applicant Information, below.
- 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 at the conclusion of the advertising placement.
- D. The Department of Tourism will charge Applicant for applicable sales tax. Applicant will be responsible for payment of all other sales and use tax.
- E. Partners will be billed at the conclusion of the advertising season after all vendors have been paid in full by the Department of Tourism. Payments are due within 30 days of the invoice date. Outstanding balances will be notified via monthly statements on the first of each month.
- F. A participant whose account is more than 60 days past due may not place advertising under the program until its entire balance is paid, unless an approved payment plan has been established. When the balance of such a current participant is paid in full, it may request advertising under the program.
- G. The Department of Tourism reserves the right to undertake appropriate collection actions for any unpaid balance.
- H. The Department of Tourism 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 Department of Tourism's reasonable opinion, that might affect future payments hereunder.

## 6. 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.

## 7. 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 Department of Tourism 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 Department of Tourism, 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.

Any advertising material generated, placed and disseminated through the program, including duly licensed audio recordings, remains the property of the West Virginia Department of Tourism and may not be used without its express written permission.

*Notwithstanding the above, this section does not apply to state agencies, boards, commissions or other public entities.*



8. 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

All program applicants should complete this section. All members of multi-partner groups should complete this application individually.

Form fields for Applicant information: Company Name, Company Phone, Company Address, City, State, Zip, Contact Name, Contact Title, Phone, Email, Website.

MULTI-PARTNER GROUPS

If you are a member of a multi-partner group, please list all group members and a contact for each below. Please also indicate what share of the partner costs each participant will contribute.

Table with 3 columns: COMPANY, CONTACT, SHARE OF COSTS. Includes a row with 100% in the SHARE OF COSTS column.

CREATIVE AGENCY

If applicant or group will work with a creative services agency, i.e. an advertising agency of record, please provide contact information here. If applicant will not work with a creative agency for this program, skip this section.

Form fields for Creative Agency information: Agency Name, Agency Address, City, State, Zip, Contact Name, Contact Title, Phone, Email.



9. APPLICANT CHECKLIST

Applicant is registered with the Secretary of State at sos.wv.gov. (Please note, municipalities, county commissions, and sole proprietorships are the only organizations not required to register.) If not, please explain:

Three horizontal lines for text input.

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.

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

Three horizontal lines for text input.

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:

Three horizontal lines for text input.

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

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 Department of Tourism.

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

The Department of Tourism 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.

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 Department of Tourism.

AGREED AND ACCEPTED FOR THE APPLICANT:

AGREED AND ACCEPTED FOR THE DEPARTMENT OF TOURISM

Authorized Signature

Date

Authorized Signature

Date

Printed Name & Title

Printed Name & Title