

BURNET COUNTY TOURISM PROMOTION AGREEMENT

This Tourism Promotion Agreement ("Agreement") is entered into by and between **Burnet County, Texas** ("County") and the **Marble Falls Area Chamber of Commerce** ("Chamber").

Services to be provided

Chamber agrees that it shall assist the Burnet County Tourism Office in the promotion of tourism within Burnet County by:

1. Listing Burnet County Tourism and its contact information on Chamber's website and membership directory.
2. Maintaining a hyperlink to the County tourism website, currently located at www.highlandlakesofburnetcounty.com, including its lodging information.
3. Displaying Burnet County Tourism branding at Chamber visitor and promotional events.
4. Making available tourism and lodging information relating to lodging facilities located within Burnet County.

The parties acknowledge that the services are intended to directly promote tourism and the hotel and convention industry as authorized by Chapter 352 of the Texas Tax Code. County shall have authority to review all tourism-related information concerning Burnet County before publication to ensure accuracy and completeness. Chamber shall promptly correct any material inaccuracies identified by County. Chamber shall bear all expenses to correct errors in the event of failure to obtain County review of tourism information.

Compensation

County shall pay Chamber \$10,000.00 upon execution of this Agreement and receipt of an invoice.

Term and Termination

This Agreement begins October 1, 2026, and expires September 30, 2027.

Either party may terminate this Agreement upon thirty (30) days' written notice. Upon termination, Chamber shall refund compensation attributable to services not yet performed on a pro rata basis.

Compliance with Laws; ADA

Chamber shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Chamber shall ensure that its services under this Agreement, including publicly accessible web content developed or maintained pursuant to this Agreement, comply with applicable accessibility requirements of the Americans with Disabilities Act ("ADA") and related laws.

Records and Audit

Chamber shall maintain records demonstrating performance of services and expenditure of funds under this Agreement for at least four (4) years following expiration or termination and shall make such records available to County upon reasonable request.

Independent Contractor

Chamber is an independent contractor and not an employee, agent, or representative of County.

Governmental Provisions

This Agreement is subject to the availability and appropriation of funds by the Burnet County Commissioners Court. Nothing in this Agreement shall be construed as a waiver of any governmental immunity, defense, or limitation of liability available to County under Texas law. Chamber acknowledges that County is subject to the Texas Public Information Act.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and may be amended only by a written instrument signed by both parties. Texas law governs this Agreement, and venue for any action relating to this Agreement shall lie exclusively in Burnet County, Texas.

BURNET COUNTY, TEXAS

By: _____
County Judge

Date: _____

CHAMBER OF COMMERCE

By: _____

Name/Title: _____

Date: _____