TRAVELNET SOLUTIONS

Advertising Agreement

This Advertising Agreement is voluntarily made between TravelNet Solutions, Inc. ('Intermediary'), having a business address of 9900 Hemingway Avenue South, Cottage Grove, MN 55016 and **Burnet County Tourism** having an address of: 220 S. PIERCE ST BURNET, TX 78611 US on this 17th day of September, 2019.

WHEREAS, Intermediary has marketing distribution channels that utilize advanced Web and Phone tracking technology to track confirmed sales sent direct to businesses.

WHEREAS, Retail Merchant desires to pay Intermediary a marketing fee to promote their business in various marketing distribution channels and utilize advanced Web and Phone tracking technology to track revenue direct to their business.

WHEREAS, the parties desire to specify in this Agreement the terms and conditions of the provision of services related to such services; and

IN CONSIDERATION of the promises contained herein, the parties hereto agree as follows:

I. GENERAL

Start Date:	**September, 2019**
Contract Term:	**12 Months**
Investment:	**$28,000.00 USD**
Terms:	**$28,000.00 due on or before September 30, 2019** **Diamond Listing, Platinum Listing, 8-Gold Listings and Compensation Listing (Gold $6000 Value) for Highland Lakes of Burnet County. $7000 compensation off of original contract value of $35,000 for Blog/Banner Total Compensation of $13,000 ($7000 off of original $35,000 plus $6000 gold Listing)**

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II. PRODUCT INSERTION

TravelNet Solutions: Diamond Placement - USA/Texas/Hill Country Texas - Log Country Cove
TravelNet Solutions: Platinum Placement - USA/Texas/Hill Country Texas - Canyon of the Eagles
TravelNet Solutions: Gold Placement - USA/Texas/Hill Country Texas - Including: Heart of Texas Lake Resort, Camp Balcones Springs, Thunderbird Resort, Painted Sky Inn, Camp Champions Retreat/LBJ, Campside Creek, Inks Lake State Park, Big Chief and Highland Lakes of Burnet County

III. TERMS & CONDITIONS

1. Payment Terms

Payment(s) will be made by Retail Merchant as defined above (Payment Terms)

2. Uncollected Amounts and Default

Intermediary shall have the right to recover expenses, including collection costs and reasonable attorney's fees, incurred in collecting overdue amounts. In the event any check submitted for payment is dishonored or any payment is 30 or more days late from the invoice date(s), Intermediary reserves the right to charge the total amount due to the credit card on file or remove the Retail Merchant from all marketing distribution channels until the account is brought current.

3. No Assignment

The services offered pursuant to this Agreement are personal to the Retail Merchant, and under no circumstances may those services be assigned or transferred by Retail Merchant without Intermediary's prior written consent. Any attempted agreement or transfer shall be null and void and shall result in the immediate and automatic termination of the service and the licenses granted pursuant to this Agreement.

4. Authority to Bind

The Parties agree that they have disclosed to one another everything which could adversely affect the decision to enter into this agreement and each warrants that the person who is signing this agreement is authorized to do so and to execute all other documents necessary to carry out the terms of this agreement.

5. Arbitration/Governing Law

Intermediary and Retail Merchant expressly agree that any controversy or claim arising out of or relating to this Agreement (expressly excepting any claim by Intermediary for payment due from Retail Merchant hereunder) shall be settled by arbitration in Ramsey County, Minnesota, in accordance with the substantive laws of the State of Minnesota and the Commercial Arbitration Rules of the American Arbitration Association. It is further expressly agreed between Intermediary and Retail Merchant that judgment upon any award rendered by a single arbitrator may be entered in any court of competent jurisdiction. It is expressly agreed between Intermediary and Retail Merchant that this Agreement shall be construed and governed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions.

6. Indemnification

Both parties shall indemnify, defend and hold harmless each other and their affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all losses arising from, in connection with or relating to, third party allegations of any Retail Merchant breaches of its obligations with respect to this Agreement.

7. Limitation of Liability

Notwithstanding anything to the contrary, Intermediary and its suppliers shall not be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other theory: (a) for cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, exemplary, incidental, special or consequential damages, even if Intermediary has been advised of the possibility of such loss or damage; (c) for any matter beyond Intermediary reasonable control; or (d) for any amounts that, together with amounts associated with all other claims, exceed of fees paid by customer to Intermediary for the services under this agreement in the 12 months prior to the act that rise to the liability.

8. Right to Cure

No act or omission of any party shall constitute an event of default or breach by such party of the Agreement unless the non-breaching party shall first notify such party in writing setting forth such alleged breach or default and such party shall not cure the same within thirty (30) days after receipt of such notice.

9. Force Majeure

No party shall be liable to the other party because of any failure to perform hereunder caused by any cause beyond said party's control, including without limitation fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God or law, except as expressly provided herein to the contrary.

10. Termination

Billing under this Agreement shall be subject to termination by Intermediary by giving notice to Retail Merchant. This Agreement may be terminated if the account becomes delinquent. In the event billing under this Agreement is terminated, any amount for services rendered but as yet unbilled shall immediately become due and payable to Intermediary and any amount for services paid but not yet rendered shall be refunded to the Retail Merchant. Billing may be terminated under this agreement without terminating or affecting any service agreement between the Parties. In such event, billing under the billing procedure terms as described in the Advertising Agreement will be resumed; however, nothing in this Agreement shall be construed to waive Intermediary's rights to discontinue service in the event of failure to make full and prompt payment as due, or for any other lawful cause as set forth in the Advertising Agreement.

Signature:

Email: comcrt@burnetcountytexas.org

Signature:

Email: billingteam@tnsinc.com