

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/07/2020

Contract/Lease Control #: C15-2284-TDD

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: STR, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2021

Expiration Date: 12/31/2021

Description of: HOTEL DATA SOFTWARE

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C15-2284-TRD Tracking Number: 4168-20  
Procurement/Contractor/Lessee Name: STR Grant Funded: YES \_\_\_ NO X  
Purpose: Hotel Data  
Date/Term: 12-31-21  
Department #: 1151  
Account #: 548041  
Amount: 10,285.00  
Department: TRD Dept. Monitor Name: Adams

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 11-18-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Gillian Gordon

**Risk Management Review**

Approved as written: see email attached Date: 11-23-2020  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 12-7-2020  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: [Signature] Date: 11-18-2020

**IT Review (if applicable)**

Approved as written: NA Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, December 7, 2020 8:52 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** RE: STR/Emerald Coast CVB Renewal Agreement 2021

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, November 18, 2020 11:16 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: STR/Emerald Coast CVB Renewal Agreement 2021

Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Monday, November 23, 2020 10:45 AM  
**To:** DeRita Mason  
**Subject:** RE: STR/Emerald Coast CVB Renewal Agreement 2021

This is approved, no insurance element.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, November 18, 2020 10:16 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: STR/Emerald Coast CVB Renewal Agreement 2021

Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason





CONTRACT#: C15-2284-TDD  
 STR, INC.  
 HOTEL DATA SOFTWARE  
 EXPIRES: 12/31/2021

November 17, 2020

Jennifer Adams  
 Okaloosa County Emerald Coast Convention & Visitor Bureau  
 1540 Miracle Strip Pkwy., SE  
 Fort Walton Beach, FL 32548

Jennifer:

Thank you for selecting STR as your source of hotel data. We trust you have found the reports you have received over the past year to be valuable market tracking tools and hope you will take this opportunity to renew.

The pricing and delivery schedule are as follows:

Report	Frequency	Subscription Period	Price
Multi-Segment (11 segments)	Monthly	1/1/21 – 12/31/21	\$2,805
(3) TRENDS	Monthly	1/1/21 – 12/31/21	\$5,610
TREND	Weekly	1/1/21 – 12/31/21	\$1,870
<b>TOTAL</b>			<b>\$10,285</b>

**\*\*Price includes 15% discount.**

The Destination Client Terms and Conditions you signed previously have not changed, therefore it is not necessary for you to sign another copy. They continue to govern your subscription.

Please note that the Terms and Conditions, along with this letter, comprise your agreement with us.

We appreciate the opportunity to continue to serve you. Please do not hesitate to call if you have any questions and thank you for your business.

Regards,

**Lysie  
 Bennett**

Digitally signed by  
 Lysie Bennett  
 Date: 2020.11.17  
 09:38:28 -06'00'

Lysie Bennett  
 Director of Business Development, Industry Partners & Destinations

I accept the revised terms and conditions of this agreement as outlined above and in the attached agreement. I understand that the Destination Client Terms and Conditions will supersede any previous Terms and Conditions I have signed with STR.

Client: Okaloosa County Board of County Commissioners

By: **Jeffrey A Hyde** Digitally signed by Jeffrey A Hyde  
 Date: 2020.12.07 11:20:05 -06'00'

Title: **Purchasing Manager**

Date: \_\_\_\_\_

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/19/2019

Contract/Lease Control #: C15-2284 TDD

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: STR, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2018

Expiration Date: 12/31/2019

Description of Contract/Lease: HOTEL DATA SOFTWARE

Department: TDD

Department Monitor: J. ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/23/2019

Contract/Lease Control #: C15-2284-TDD

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: STR, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2020

Expiration Date: 12/31/2020

Description of HOTEL DATA SOFTWARE

Department: IDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C15-2284-TDD Tracking Number: 3740-19  
Procurement/Contractor/Lessee Name: STR Grant Funded: YES \_\_\_ NO X  
Purpose: Emerald Coast CVB agreement  
Date/Term: 12-31-20  
Amount: \$10,285.00  
Department: TDD  
Dept. Monitor Name: Adams

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 12-19-19  
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: no federal funds  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached  
Date: 12-19-19  
Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached  
Date: 12-20-19  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
Date: \_\_\_\_\_  
Finance Manager or designee



## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Thursday, December 19, 2019 2:44 PM  
**To:** DeRita Mason  
**Subject:** RE: STR/Emerald Coast CVB Renewal Agreement 2020

DeRita

This is approved by risk management for insurance purposes. There is no insurance element.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)

\*\*\*Risk Management has moved\*\*\*  
Please note new Address



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, December 19, 2019 12:15 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: STR/Emerald Coast CVB Renewal Agreement 2020

Please review and approve the attached.

Thank you,

DeRita Mason

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, December 20, 2019 8:13 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** RE: STR/Emerald Coast CVB Renewal Agreement 2020

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, December 19, 2019 1:15 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** FW: STR/Emerald Coast CVB Renewal Agreement 2020

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road



CONTRACT#: C15-2284-TDD  
 STR, INC.  
 HOTEL DATA SOFTWARE  
 EXPIRES: 12/31/2020

December 19, 2019

Jennifer Adams  
 Okaloosa County Emerald Coast Convention & Visitor Bureau  
 1540 Miracle Strip Pkwy., SE  
 Fort Walton Beach, FL 32548

Jennifer:

Thank you for selecting STR as your source of hotel data. We trust you have found the reports you have received over the past year to be valuable market tracking tools, and hope you will take this opportunity to renew.

The pricing and delivery schedule are as follows:

Report	Frequency	Subscription Period	Price
Multi-Segment (11 segments)	Monthly	1/1/20 – 12/31/20	\$2,805
(3) TRENDS	Monthly	1/1/20 – 12/31/20	\$5,610
TREND	Weekly	1/1/20 – 12/31/20	\$1,870
<b>TOTAL</b>			<b>\$10,285</b>

**\*\*Price includes 15% discount.**

The Destination Client Terms and Conditions you signed previously have not changed, therefore it is not necessary for you to sign another copy. They continue to govern your subscription.

Please note that the Terms and Conditions, along with this letter, comprise your agreement with us.

We appreciate the opportunity to continue to serve you. Please do not hesitate to call if you have any questions and thank you for your business.

Regards,

Lynsie  
 Bennett

Digitally signed by Lynsie  
 Bennett  
 Date: 2019.12.19 10:42:24  
 -06'00'

Lynsie Bennett  
 Director of Business Development, Industry Partners & Destinations

I accept the revised terms and conditions of this agreement as outlined above and in the attached agreement. I understand that the Destination Client Terms and Conditions will supersede any previous Terms and Conditions I have signed with STR.

Client: Okaloosa County  
 By: Jeffrey A. Hyde  
 Title: Purchasing Manager

Date: 12/20/2019



## Destination Client Standard Terms and Conditions

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, STR, LLC and the licensee identified elsewhere in this Agreement ("Licensee") agree as follows:

### 1. LICENSE

#### 1.1 Definitions.

(a) "Agreement" means: these Standard Terms and Conditions; any additional terms specifically set out in writing in the document(s) (if any) to which these Standard Terms and Conditions are attached or in which they are incorporated by reference, and, if applicable, any additional terms specifically set out in writing in any Schedule or Exhibit attached hereto.

(b) "Licensed Materials" means any newsletter, report, database, survey, or other similar resource, and all lodging industry data contained therein, which has been created by STR and provided to Licensee hereunder.

**1.2 Grant of License.** Subject to the terms and conditions of this Agreement, and except as may be expressly permitted or limited elsewhere in this Agreement, STR hereby grants to Licensee a non-exclusive, non-transferable, indivisible, non-sublicensable license to use, copy, manipulate and extract data from the Licensed Materials for its own INTERNAL business purposes only, with the exception of the External Sharing Rights in section 1.3.

#### 1.3 External Sharing Rights.

(a) Licensee may share data for the current month, and year-to-date, for Licensee's local area, with Licensee's Stakeholders. "Stakeholders" means board members, local hoteliers, restaurants, attractions, and media in Licensee's local geographic area. Data may be shared on Licensee's website, in a newsletter, or in other regularly distributed publications. Licensee shall update the data each month; old data shall be replaced with new figures for the previously reported month. For example, published data showing performance for the month of October, as well as year-to-date performance during the same time period, would be replaced with data showing same figures for the month of November. Licensee shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website.

(b) If Licensee shares any STR Data in any form, STR must be clearly and conspicuously identified as the source of such data by means of the following notation: **SOURCE: STR, LLC. REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF STR IS STRICTLY PROHIBITED.** The notation shall appear immediately below or in conjunction with any and all graphs, charts or tables derived from STR Data. Licensee shall be responsible for any breach of the foregoing prohibition by any person or organization that receives STR Data from Licensee. If Licensee wishes to share additional data, or share data with other recipients, Licensee must execute a Reproduction Rights Agreement.

(c) Licensee acknowledges, understands and agrees that the STR Data is proprietary to STR. Prior to using local market report data in its publications, advertising or marketing efforts as authorized above, Licensee agrees to provide STR with a copy of the proposed publication masthead, advertisement, or marketing plan in form and substance acceptable to STR. Copies of all publications, whether they be electronic or hard copy, containing STR data must be emailed to [destinfo@str.com](mailto:destinfo@str.com). STR and Licensee further agree that STR has the right to amend or change the masthead, advertisement, marketing plan or other materials to the extent STR believes is reasonably necessary to comply with the terms and conditions hereof.

**1.4 Copies.** Except as may be expressly permitted or limited elsewhere in this Agreement, Licensee may make and maintain no more than two (2) copies of any Licensed Materials.

**1.5 No Service Bureau Use.** Except as may be expressly permitted or limited elsewhere in this Agreement, Licensee is prohibited from using the Licensed Materials in any way in connection with any service bureau or similar services. "Service bureau" means the processing of input data that is supplied by one or more third parties and the generation of output data (in the form of reports, charts, graphs or other pictorial representations, or the like) that is sold or licensed to any third parties.

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**1.7 Reservation of Rights.** Licensee has no rights in connection with the Licensed Materials other than those rights expressly enumerated in the Agreement. All rights to the Licensed Materials not expressly enumerated herein are reserved to STR.

**1.8 Security and Confidentiality.** Except as may be expressly permitted or limited in this Agreement, Licensee agrees that the Licensed Materials contain confidential information and that it will distribute Licensed Materials only to those officers, directors, employees, agents, affiliates or subsidiaries who have a need to know such information or who have a right to access such information under applicable law. Licensee shall use commercially reasonable efforts to protect against unauthorized access to and to maintain the confidentiality of Licensed Materials. This provision shall survive indefinitely the termination of this agreement.

### 2. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**2.1 Disclaimer of Warranties.** THE LICENSED MATERIALS ARE PROVIDED TO THE LICENSEE ON AN "AS IS" AND "AS AVAILABLE" BASIS. STR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, THE SERVICES PROVIDED OR THE

RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, STR DOES NOT WARRANT THAT THE LICENSED MATERIALS, THE SERVICES PROVIDED OR THE USE THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. STR MAKES NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE.

**2.2 Disclaimers.** TO THE EXTENT PERMITTED BY APPLICABLE LAW STR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF STR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, STR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM RELATING IN ANY WAY TO (i) ANY DECISION MADE OR ACTION TAKEN BY LICENSEE IN RELIANCE UPON THE LICENSED MATERIALS.

**2.3 Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW STR'S TOTAL LIABILITY TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, INFRINGEMENT, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, SHALL BE LIMITED TO ALL FEES PAID TO STR BY THE LICENSEE DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CAUSE OF ACTION FIRST AROSE.

### 3. MISCELLANEOUS

**3.1 Term.** Either party may terminate this Agreement at any time with thirty (30) days written notice to the other party.

**3.2 Obligations upon Termination.** Within thirty (30) days of the termination or expiration of this Agreement for any reason, Licensee shall cease all use of the Licensed Materials and shall return or destroy, at STR's option, all copies of the Licensed Materials and all other information relating thereto in Licensee's possession or control as of such date. This provision shall survive indefinitely the expiration or termination of this Agreement for any reason.

**3.3 Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the substantive laws of the State of Florida, without regard to its or any other jurisdiction's laws governing conflicts of law. Action from or relating to this Agreement shall be brought only in the federal or state courts having jurisdiction in Florida. The parties also expressly waive any objections to venue.

**3.4 Assignment.** Licensee is prohibited from assigning this Agreement or delegating any of its duties under this Agreement without the prior written consent of STR.

**3.5 Independent Relationship.** The relationship between the parties is that of an independent contractor. Nothing in this agreement shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship.

**3.6 Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given i) when delivered in person, at the time of such delivery; ii) when delivered by facsimile transmission or e-mail, at the time of transmission (provided, however, that notice delivered by facsimile transmission shall only be effective if such notice is also delivered by hand or deposited in the mail, postage prepaid, registered, certified or express mail or by courier service within two (2) business days after its delivery by facsimile transmission); iii) when delivered by a courier service or by express mail, at the time of receipt; or iv) five (5) business days after being deposited in the mail, postage prepaid, registered or certified mail, addressed (in any such case) to the addresses listed on the first page of this Agreement or to such other address as either party may notify the other in writing.

**3.7 Waiver.** No waiver of any breach of this Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision.

**3.8 Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the parties, with the exception of the [www.str.com](http://www.str.com) Terms of Use and Privacy Policy.

**3.9 Amendment.** This Agreement may be amended only by the written agreement of both parties.

**3.10 Recovery of Litigation Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**3.11 Notice of Unauthorized Access.** Licensee shall notify STR immediately upon Licensee's becoming aware of any facts indicating that a third party may have obtained or may be about to obtain unauthorized access to the Licensed Materials, and shall fully cooperate with STR in its efforts to mitigate the damages caused by any such breach or potential breach.

**3.12 Conflicting Provisions.** In the event that any provision of these Standard Terms and Conditions directly conflicts with any other provision of the Agreement, the conflicting terms of such other provision shall control.

**3.13 Remedies.** In addition to any other rights or remedies that either party may have under applicable law for material breach of this Agreement, in the event of any material breach of

#### STR Corporate Headquarters

735 East Main Street, Hendersonville, TN 37075 USA  
T: +1 (615) 824 8664 [www.str.com](http://www.str.com)





this Agreement by either party, and following notice to the breaching party by the non-breaching party, the non-breaching party's obligations under this contract shall terminate.

**3.14 Website.** Licensee acknowledges that it is subject to the Terms of Use and Privacy Policy governing the use of [www.str.com](http://www.str.com), the terms of which are fully incorporated herein. In the event of any conflict between any provision of the Terms of Use or Privacy Policy and any provision of this Agreement, the terms of this Agreement shall control.

**3.15 Open Records Laws.** STR acknowledges that Licensee may be subject to open records laws which require disclosure of data or reports which would otherwise be prohibited by this agreement. For the avoidance of doubt, any data shared by Licensee pursuant to an

open records request, as required by state law, shall not be a breach of this Agreement. Notwithstanding the foregoing, STR is not a custodian of records for Licensee, and STR will not respond to any open records requests on Licensee's behalf.

I have read and agree to the Standard Terms and Conditions.

---

Signature

Date

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C15-2284 TDD <sup>renewal</sup> Tracking Number: 3285-19  
Procurement/Contractor/Lessee Name: STL, Inc Grant Funded: YES \_\_\_ NO X  
Purpose: hotel data software  
Date/Term: 1yr exp. 12/31/19  
Amount: \$10,285  
Department: TDD  
Dept. Monitor Name: K. Dunworth

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Victoria Taravella Date: 1/17/19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: N/A Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email Date: 1/18/19  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email Date: 1/18/19  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## Victoria Taravella

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, January 18, 2019 9:19 AM  
**To:** Victoria Taravella  
**Cc:** Jeffrey Hyde  
**Subject:** RE: C15-2284 Renewal

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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---

**From:** Victoria Taravella <[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)>  
**Sent:** Thursday, January 17, 2019 2:55 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Jeffrey Hyde <[jhyde@myokaloosa.com](mailto:jhyde@myokaloosa.com)>  
**Subject:** C15-2284 Renewal

Could you please review this renewal for legal and risk sufficiency?  
Thank you,

*Victoria Taravella*

Contracts & Lease Coordinator  
Okaloosa County Purchasing Dept.  
5479A Old Bethel Road  
Crestview, FL 32536

[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)  
Phone: (850) 689-5960  
Fax: (850) 689-5970

*Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CONTRACT # 15-2284-TDD  
 STR, INC.  
 HOTEL DATA SOFTWARE  
 EXPIRES: 12/31/2019

January 10, 2019

Jennifer Adams  
 Okaloosa County Emerald Coast Convention & Visitor Bureau  
 1540 Miracle Strip Pkwy., SE  
 Fort Walton Beach, FL 32548

Jennifer:

Thank you for selecting STR as your source of hotel data. We trust you have found the reports you have received over the past year to be valuable market tracking tools, and hope you will take this opportunity to renew.

The pricing and delivery schedule are as follows:

Report	Frequency	Subscription Period	Price
Multi-Segment (11 segments)	Monthly	1/1/19 – 12/31/19	\$2,805
(3) TRENDS	Monthly	1/1/19 – 12/31/19	\$5,610
TREND	Weekly	1/1/19 – 12/31/19	\$1,870
<b>TOTAL</b>			<b>\$10,285</b>

**\*\*Price includes 15% discount.**

The Standard Terms and Conditions you signed previously are now the “Destination Client Terms and Conditions”, and have changed to clarify the External Sharing Rights included with your subscription, which are separate from any additional republication data. The changes to section 1.2, and newly inserted section 1.3 are outlined below. A copy of the revised Destination Terms and Conditions are also attached for your review, so please read the attached Destination Terms and Conditions and understand this document before signing. If you should need to publish additional data, you will need to execute a Republication Rights Agreement, and additional costs may apply.

**Revisions to the Destination Client Terms and Conditions:**

1.2 Grant of License. Subject to the terms and conditions of this Agreement, and except as may be expressly permitted or limited elsewhere in this Agreement, STR hereby grants to Licensee a non-exclusive, non-transferable, indivisible, non-sublicensable license to use, copy, manipulate and extract data from the Licensed Materials for its own INTERNAL business purposes only, with the exception of the External Sharing Rights in section 1.3.

1.3 External Sharing Rights.

(a) Licensee may share the current month, and year-to-date, for Licensee’s local area, with Licensee’s Stakeholders. “Stakeholders” means board members, local hoteliers, restaurants, attractions, and media in Licensee’s local geographic area. External may be shared on Licensee’s website, in a newsletter, or in other regularly distributed publications. Last reported month & year-to-date performance of LICENSEE’s Market\*. LICENSEE shall update the data each month; old data shall be replaced with new figures for the previously reported month. For example, published data showing performance for the month of October, as well as year-to-date performance during the same time period, would be replaced with data showing same figures for the month of November. LICENSEE shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website.

(b) If Licensee shares any STR Data in any form, STR must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: STR, INC. REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF STR IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with any and all graphs, charts or tables derived from STR Data. Licensee shall be responsible for any breach of the foregoing prohibition by any person or organization that receives STR Data from Licensee. If Licensee wishes to share additional data or share data with other recipients, Licensee must execute a Republication Rights Agreement.

(c) LICENSEE acknowledges, understands and agrees that the STR Data is proprietary to STR. Prior to using local market report data in its publications, advertising or marketing efforts as authorized above, LICENSEE agrees to provide STR with a copy of the proposed publication masthead, advertisement, or marketing plan in form and substance acceptable to STR. Copies of all publications, whether they be electronic or

STR Corporate Headquarters  
 735 East Main Street, Hendersonville, TN 37075 USA  
 T: +1 (615) 824 8664 www.str.com





## Destination Client Standard Terms and Conditions

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, STR, Inc. and the licensee identified elsewhere in this Agreement ("Licensee") agree as follows:

### 1. LICENSE

#### 1.1 Definitions.

(a) "Agreement" means: these Standard Terms and Conditions; any additional terms specifically set out in writing in the document(s) (if any) to which these Standard Terms and Conditions are attached or in which they are incorporated by reference, and, if applicable, any additional terms specifically set out in writing in any Schedule or Exhibit attached hereto.

(b) "Licensed Materials" means any newsletter, report, database, survey, or other similar resource, and all lodging industry data contained therein, which has been created by STR and provided to Licensee hereunder.

**1.2 Grant of License.** Subject to the terms and conditions of this Agreement, and except as may be expressly permitted or limited elsewhere in this Agreement, STR hereby grants to Licensee a non-exclusive, non-transferable, indivisible, non-sublicensable license to use, copy, manipulate and extract data from the Licensed Materials for its own INTERNAL business purposes only, with the exception of the External Sharing Rights in section 1.3.

#### 1.3 External Sharing Rights.

(a) Licensee may share data for the current month, and year-to-date, for Licensee's local area, with Licensee's Stakeholders. "Stakeholders" means board members, local hoteliers, restaurants, attractions, and media in Licensee's local geographic area. Data may be shared on Licensee's website, in a newsletter, or in other regularly distributed publications. Licensee shall update the data each month; old data shall be replaced with new figures for the previously reported month. For example, published data showing performance for the month of October, as well as year-to-date performance during the same time period, would be replaced with data showing same figures for the month of November. Licensee shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website.

(b) If Licensee shares any STR Data in any form, STR must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: STR, INC. REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF STR IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with any and all graphs, charts or tables derived from STR Data. Licensee shall be responsible for any breach of the foregoing prohibition by any person or organization that receives STR Data from Licensee. If Licensee wishes to share additional data, or share data with other recipients, Licensee must execute a Republication Rights Agreement.

(c) Licensee acknowledges, understands and agrees that the STR Data is proprietary to STR. Prior to using local market report data in its publications, advertising or marketing efforts as authorized above, Licensee agrees to provide STR with a copy of the proposed publication masthead, advertisement, or marketing plan in form and substance acceptable to STR. Copies of all publications, whether they be electronic or hard copy, containing STR data must be emailed to [destinfo@str.com](mailto:destinfo@str.com). STR and Licensee further agree that STR has the right to amend or change the masthead, advertisement, marketing plan or other materials to the extent STR believes is reasonably necessary to comply with the terms and conditions hereof.

**1.4 Copies.** Except as may be expressly permitted or limited elsewhere in this Agreement, Licensee may make and maintain no more than two (2) copies of any Licensed Materials.

**1.5 No Service Bureau Use.** Except as may be expressly permitted or limited elsewhere in this Agreement, Licensee is prohibited from using the Licensed Materials in any way in connection with any service bureau or similar services. "Service bureau" means the processing of input data that is supplied by one or more third parties and the generation of output data (in the form of reports, charts, graphs or other pictorial representations, or the like) that is sold or licensed to any third parties.

**1.6 No Distribution to Third Parties.** Except as may be expressly permitted or limited in this Agreement, Licensee is prohibited from distributing, republishing or otherwise making the Licensed Materials or any part thereof (including any excerpts of the data and any manipulations of the data) available in any form whatsoever to any third party, other than Licensee's accountants, attorneys or other professional advisors who are bound by a duty of confidentiality not to disclose such information.

**1.7 Reservation of Rights.** Licensee has no rights in connection with the Licensed Materials other than those rights expressly enumerated in the Agreement. All rights to the Licensed Materials not expressly enumerated herein are reserved to STR.

**1.8 Security and Confidentiality.** Except as may be expressly permitted or limited in elsewhere in this Agreement, Licensee agrees that the Licensed Materials contain confidential information and that it will distribute Licensed Materials only to those officers, directors, employees, agents, affiliates or subsidiaries who have a need to know such information or who have a right to access such information under applicable law. Licensee shall use commercially reasonable efforts to protect against unauthorized access to and to maintain the confidentiality of Licensed Materials. This provision shall survive indefinitely the termination of this agreement.

### 2. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**2.1 Disclaimer of Warranties.** THE LICENSED MATERIALS ARE PROVIDED TO THE LICENSEE ON AN "AS IS" AND "AS AVAILABLE" BASIS. STR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, THE SERVICES PROVIDED OR THE

RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, STR DOES NOT WARRANT THAT THE LICENSED MATERIALS, THE SERVICES PROVIDED OR THE USE THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. STR MAKES NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE.

**2.2 Disclaimers.** TO THE EXTENT PERMITTED BY APPLICABLE LAW STR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF STR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, STR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM RELATING IN ANY WAY TO (i) ANY DECISION MADE OR ACTION TAKEN BY LICENSEE IN RELIANCE UPON THE LICENSED MATERIALS.

**2.3 Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW STR'S TOTAL LIABILITY TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, INFRINGEMENT, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, SHALL BE LIMITED TO ALL FEES PAID TO STR BY THE LICENSEE DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CAUSE OF ACTION FIRST AROSE.

### 3. MISCELLANEOUS

**3.1 Term.** Either party may terminate this Agreement at any time with thirty (30) days written notice to the other party.

**3.2 Obligations upon Termination.** Within thirty (30) days of the termination or expiration of this Agreement for any reason, Licensee shall cease all use of the Licensed Materials and shall return or destroy, at STR's option, all copies of the Licensed Materials and all other information relating thereto in Licensee's possession or control as of such date. This provision shall survive indefinitely the expiration or termination of this Agreement for any reason.

**3.3 Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the substantive laws of the State of Florida, without regard to its or any other jurisdiction's laws governing conflicts of law. Action from or relating to this Agreement shall be brought only in the federal or state courts having jurisdiction in Florida. The parties also expressly waive any objections to venue.

**3.4 Assignment.** Licensee is prohibited from assigning this Agreement or delegating any of its duties under this Agreement without the prior written consent of STR.

**3.5 Independent Relationship.** The relationship between the parties is that of an independent contractor. Nothing in this agreement shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship.

**3.6 Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given i) when delivered in person, at the time of such delivery; ii) when delivered by facsimile transmission or e-mail, at the time of transmission (provided, however, that notice delivered by facsimile transmission shall only be effective if such notice is also delivered by hand or deposited in the mail, postage prepaid, registered, certified or express mail or by courier service within two (2) business days after its delivery by facsimile transmission); iii) when delivered by a courier service or by express mail, at the time of receipt; or iv) five (5) business days after being deposited in the mail, postage prepaid, registered or certified mail, addressed (in any such case) to the addresses listed on the first page of this Agreement or to such other address as either party may notify the other in writing.

**3.7 Waiver.** No waiver of any breach of this Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision.

**3.8 Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the parties, with the exception of the [www.str.com](http://www.str.com) Terms of Use and Privacy Policy.

**3.9 Amendment.** This Agreement may be amended only by the written agreement of both parties.

**3.10 Recovery of Litigation Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**3.11 Notice of Unauthorized Access.** Licensee shall notify STR immediately upon Licensee's becoming aware of any facts indicating that a third party may have obtained or may be about to obtain unauthorized access to the Licensed Materials, and shall fully cooperate with STR in its efforts to mitigate the damages caused by any such breach or potential breach.

**3.12 Conflicting Provisions.** In the event that any provision of these Standard Terms and Conditions directly conflicts with any other provision of the Agreement, the conflicting terms of such other provision shall control.

**3.13 Remedies.** In addition to any other rights or remedies that either party may have under applicable law for material breach of this Agreement, in the event of any material breach of



hard copy, containing STR data must be emailed to [destininfo@str.com](mailto:destininfo@str.com) STR and LICENSEE further agree that STR has the right to amend or change the masthead, advertisement, marketing plan or other materials to the extent STR believes is reasonably necessary to comply with the terms and conditions hereof.

Please note that the Standard Terms and Conditions, along with this letter, comprise your agreement with us.

We appreciate the opportunity to continue to serve you. Please do not hesitate to call if you have any questions and thank you for your business.

Regards,

Lynsie Bennett  
Thu Jan 10 2019 15:46:18

Lynsie Bennett  
Director of Business Development, Industry Partners & Destinations

-----  
I accept the revised terms and conditions of this agreement as outlined above and in the attached agreement. I understand that the Destination Client Terms and Conditions will supersede any previous Terms and Conditions I have signed with STR.

Client: Okaloosa County  
By: Jeffrey A. Ryde  
Title: Purchasing Manager

Date: 01/18/2019

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/29/2017

Contract/Lease Control #: C15-2284-TDD

Procurement #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: STR, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2018

Expiration Date: 12/31/2018

Description of Contract/Lease: HOTEL DATA SOFTWARE

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Coley Insurance Agency 113 EAST MAIN STREET P.O. BOX 1435 GALLATIN, TN 37066		<b>CONTACT NAME:</b> Kelly Coley <b>PHONE (A/C, No, Ext):</b> (615) 452-3651 <b>E-MAIL ADDRESS:</b> kelly@coleyins.com	<b>FAX (A/C, No):</b> (615) 230-9699
		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  STR, Inc. 735 E. Main St.  Hendersonville TN 37075	<b>INSURER A:</b> PHOENIX INSURANCE		25623
	<b>INSURER B:</b> TRAVELERS IND CO OF CONN		25682
	<b>INSURER C:</b> TRAVELERS INDEMNITY COMPANY		25658
	<b>INSURER D:</b> THE TRAVELERS COMM CAS CO		40282
	<b>INSURER E:</b> TRAVELERS PROPERTY CASUALTY INS CO		36161
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 18-19 Master                      **REVISION NUMBER:**

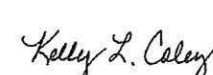
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		680-167K1005-18-42	04/14/2018	04/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Other Ins Addl Ins \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BA-781W1590-18-SEL	04/14/2018	04/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y		CUP7470W754-18-42	04/14/2018	04/14/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE    OTH-ER
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ITM-UB-5K100212-18-42	04/14/2018	04/14/2019	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Cyber			PL-#105558289 CY#106057348	02/01/2018	02/01/2019	Professional Limit \$3,000,000 Cyber Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County is an additional insured per attached CGD1050494 and CAT4200215. The coverage is primary and non-contributory. 30 Day Notice of Cancellation applies to General Liability and Business Auto.

C15-2284-TDD

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479A Old Bethel Road  Crestview FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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Contract # C15-2284-TDD  
STR, Inc.  
Hotel Data Software  
Expires: 12/31/2018

December 19, 2017

Ms. Jennifer Adams  
Okaloosa County Emerald Coast Convention & Visitor Bureau  
1540 Miracle Strip Pkwy, SE  
Fort Walton Beach, FL 32548

Jennifer:

Thank you for selecting STR and its family of companies as your source of hotel data. We trust you have found the reports you have received over the past year to be valuable market tracking tools, and hope you will take this opportunity to renew.

The pricing and delivery schedule are as follows:

Report	Frequency	Subscription Period	Price
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(3) TRENDS	Monthly	1/1/18 – 12/31/18	\$5,100
TREND	Weekly	1/1/18 – 12/31/18	\$1,700
<b>TOTAL</b>			<b>\$9,350</b>

**\*\*Price includes 15% discount.**

The Standard Terms and Conditions you signed previously have not changed; therefore it is not necessary for you to sign another copy. They continue to govern your subscription.

The republishing rights clarify what data can be republished, how long this data can be made available to the public and the costs for additional rights should you require expanded coverage. So, please read the attached Republication Rights Renewal Agreement and understand this document before signing. Please note that if STR does not have a **current** signed Republication Rights Renewal Agreement on file, you will not have the right to publish or share *any* data.

Please note that the Republication Rights Renewal Agreement, the Standard Terms and Conditions, along with this letter, comprise your agreement with us.

We appreciate the opportunity to continue to serve you. Please do not hesitate to call if you have any questions and thank you for your business.

Regards,

Lynsie Bennett  
Tue Dec 19 2017 16:15:32

Lynsie Bennett  
Director of Business Development, Industry Partners & Destinations

**STR Corporate Headquarters**  
735 East Main Street, Hendersonville, TN 37075 USA  
T: +1 (615) 824 8664 [www.str.com](http://www.str.com)



-----  
I accept the terms and conditions of this agreement as outlined above and in the attached agreement.

Client: *[Handwritten Signature]*

By: **Greg Kisela**

Title: *Purchasing Direct*

Date: *12/28/17*

**STR, INC**  
**REPUBLICATION RIGHTS RENEWAL AGREEMENT**

Licenses:	Okaloosa County Emerald Coast Convention & Visitors Bureau
Primary Contact Names:	Jennifer Adams
Primary Contact Phone:	+1 (850) 609-5387
Mailing Address:	1540 Miracle Strip Pkwy., SE
City, State, Zip:	Fort Walton Beach, FL 32548
Effective Date:	January 1, 2018

This Republication Rights Renewal Agreement is made effective as of the Effective Date by and between STR, INC., a Tennessee corporation with its principal offices at 735 East Main Street, Hendersonville, Tennessee 37075, and the undersigned LICENSEE, with offices at the address identified above.

**RECITALS:**

A. STR compiles, analyzes, organizes and publishes information about the lodging industry, including newsletters, custom reports and databases (the "STR Data").

B. LICENSEE desires to RENEW its rights to extract, reuse and republish certain STR Data in accordance with the terms of this Agreement, subject to the terms set forth below.

**1. Republication Rights RENEWAL.** Subject to the terms and conditions of this Agreement, STR hereby RENEWS its grant to LICENSEE of a non-exclusive, non-transferable, non-sublicensable license to copy, manipulate, extract, republish and distribute STR Data contained in any issues of the *STR Destination Reports* purchased from STR by LICENSEE solely for LICENSEE'S internal business use and as set forth on **Addendum 1** attached hereto and incorporated herein by reference. Internal users are defined as employees, board members, accountants, attorney's, marketing professionals or other professional advisors who are bound by a duty of confidentiality not to disclose such information. LICENSEE stakeholders and members, including member hotels, are not considered internal users.

**2. Restrictions.**

(a) Nothing in this Agreement shall be interpreted so as to give LICENSEE any right to obtain from STR any STR Data for which LICENSEE has not paid STR in accordance with STR's standard pricing terms.

(b) This Agreement shall only apply to STR Data published in issues of the *STR Destination Reports* for which LICENSEE has paid STR. STR Data from the HOST Report or from any trend or forecast report may not be republished without express written permission from STR, which may be withheld for any reason and which may be made subject to any terms and conditions set forth by STR.

(c) Nothing in this Agreement shall be interpreted so as to permit LICENSEE to republish all or substantially all of the STR Data in a manner that would have the effect of substantially duplicating the information in and organization of any issue or series of issues of any STR general publication. Any such republication of STR Data is strictly prohibited.

3. **Duration of Rights.** The republication rights granted herein shall remain in effect for the duration of the subscription, at which time this Agreement shall automatically terminate.

4. **Acknowledgment and Restriction on Downstream Use.**

(a) LICENSEE acknowledges, understands and agrees that the STR Data is proprietary to STR. Prior to using local market report data in its publications, advertising or marketing efforts as authorized in Addendum 1, LICENSEE agrees to provide STR with a copy of the proposed publication masthead, advertisement, or marketing plan in form and substance acceptable to STR. Copies of all publications, whether they be electronic or hard copy, containing STR data must be emailed to info@str.com STR and LICENSEE further agree that STR has the right to amend or change the masthead, advertisement, marketing plan or other materials to the extent STR believes is reasonably necessary to comply with the terms and conditions hereof.

(b) If LICENSEE republishes any STR Data in any form, STR must be clearly and conspicuously identified as the source of such data by means of the following notation: **SOURCE: STR, INC. REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF STR IS STRICTLY PROHIBITED.** The notation shall appear immediately below or in conjunction with any and all graphs, charts or tables derived from STR Data. LICENSEE shall be responsible for any breach of the foregoing prohibition by any person or organization that receives STR Data from LICENSEE.

5. **Forecasts and Projections.** Any and all forecasts or projections that include or are derived from STR Data shall be clearly and conspicuously identified as forecasts or projections of LICENSEE, and not STR.

6. **Standard Terms and Conditions.** The attached Standard Terms and Conditions are incorporated herein by reference.

7. **Entire Agreement.** This Republication Rights Renewal Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and supersedes and replaces any prior republication rights agreements between the Parties.

IN WITNESS WHEREOF, the parties have executed this Republication Rights Renewal Agreement as of the date first written above.

STR, INC.

OKALOOSA COUNTY



By: Lynsie Bennett  
Tue Dec 19 2017 16:17:40

Name: Lynsie Bennett  
Title: Director of Business Development,  
Industry Partners & Destinations

  
By: \_\_\_\_\_

Name: **Greg Kisela**

Title: **Purchasing Director**

## ADDENDUM 1

### Monthly:

As consideration for payment, LICENSEE has the exclusive authorization to publish on its website, in a newsletter or in other regularly distributed publications, monthly lodging data from *The Destination Report(s)* as follows:

**Fort Walton Beach, FL**

**Last reported month & year-to-date performance**

**Last reported month & year-to-date performance of LICENSEE's Market\*. LICENSEE shall update the data each month; old data shall be replaced with new figures for the previously reported month. For example, published data showing performance for the month of October, as well as year-to-date performance during the same time period, would be replaced with data showing same figures for the month of November. LICENSEE shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website**

\*"Market" is comprised of the area which LICENSEE represents. Should LICENSEE wish to republish data for areas outside its Market, any such rights shall be at an additional cost.



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C15-2284-T00 Tracking Number: 2141-18  
Procurement/Contractor/Lessee Name: STR Grant Funded: YES \_\_\_ NO \_\_\_  
Purpose: STR / Emerald Coast CVB Renewal  
Date/Term: 1-18-18 - 12/31/18  
Amount: 9,350.<sup>00</sup>  
Department: TAD  
Dept. Monitor Name: Adams

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 12/14/17  
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

**2CFR Compliance Review (if required)**

Approved as written:  
[Signature] Date: 12/14/17  
Grants Coordinator Renee Biby

**Risk Management Review**

Approved as written: see Approval Dated Date: 12/14/17  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: See Approval Dated Date: 12/19/17  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_



## Matthew Young

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, December 19, 2017 9:27 AM  
**To:** Matthew Young  
**Cc:** Lynn Hoshihara; Renee (Gayla) Biby; Krystal King; Laura Porter; Charlotte Dunworth  
**Subject:** RE: STR/Emerald Coast CVB Renewal Agreement/ coordination no. 2141-18

This renewal is approved for legal purposes.

---

**From:** Matthew Young [mailto:myoung@co.okaloosa.fl.us]  
**Sent:** Thursday, December 14, 2017 9:26 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Renee (Gayla) Biby; Krystal King; Laura Porter; Charlotte Dunworth  
**Subject:** FW: STR/Emerald Coast CVB Renewal Agreement/ coordination no. 2141-18  
**Importance:** High

Please see the attached item for coordination.

Note: Request to remove Mr. Jones is seen in the second attachment.

Respectfully,



**Matthew Young**

Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us)  
5479 Old Bethel Rd, Suite A Crestview, FL 32536

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*Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

**From:** Charlotte Dunworth  
**Sent:** Monday, December 11, 2017 2:47 PM  
**To:** Matthew Young <[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)>  
**Subject:** STR/Emerald Coast CVB Renewal Agreement

Hi Matthew,  
Please begin contract coordination for this renewal. Thanks!

[http://www.co.okaloosa.fl.us/sites/default/files/contracts/contra\\_pdf/C15-2284-TDD.pdf](http://www.co.okaloosa.fl.us/sites/default/files/contracts/contra_pdf/C15-2284-TDD.pdf)

Sunny Regards,  
Charlotte Dunworth  
Finance, Administration, & Compliance Manager

## Matthew Young

---

**From:** Krystal King  
**Sent:** Thursday, December 14, 2017 9:56 AM  
**To:** Matthew Young; Parsons, Kerry  
**Cc:** Lynn Hoshihara; Renee (Gayla) Biby; Laura Porter; Charlotte Dunworth  
**Subject:** RE: STR/Emerald Coast CVB Renewal Agreement/ coordination no. 2141-18

Risk Management approved.

*Krystal King*  
Okaloosa County  
Risk Management  
(850)689-5977  
Fax (850)689-5973

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records available to the public and media upon request. Therefore, this written email communication including your email address, may be subject to public disclosure.

**From:** Matthew Young  
**Sent:** Thursday, December 14, 2017 8:26 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Renee (Gayla) Biby <rbiby@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>  
**Subject:** FW: STR/Emerald Coast CVB Renewal Agreement/ coordination no. 2141-18  
**Importance:** High

Please see the attached item for coordination.

Note: Request to remove Mr. Jones is seen in the second attachment.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us)  
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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**From:** Charlotte Dunworth  
**Sent:** Monday, December 11, 2017 2:47 PM

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/29/2016

Contract/Lease Control #: C15-2284-TDD

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: STR

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/17

Term: 12/31/2017

Description of Contract/Lease: HOTEL DATA SOFTWARE

Department: TDD

Department Monitor: DUNWORTH

Monitor's Telephone #: 850-609-5385

Monitor's FAX # or E-mail: cdunworth@co.okaloosa.fl.us

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C15-2284-TDD Tracking Number: 2098-17  
Contractor/Lessee Name: Smith Travel Research Grant Funded: YES \_\_\_ NO \_\_\_  
Purpose: Lodging Industry Data Analysis  
\_\_\_\_\_  
\_\_\_\_\_  
Date/Term: Dec 31, 2017 1.  GREATER THAN \$50,000  
Amount: \$ 9,350 2.  GREATER THAN \$25,000  
Department: TDD 3.  \$25,000 OR LESS  
Dept. Monitor Name: Dunwoorth  
Document has been reviewed and includes any attachments or exhibits.

## Purchasing Review

Procurement requirements are met:  
Ch - Powell Date: 10/21/2016  
Purchasing Director or designee Zan Fedorak, Charles Powell, DeRita Mason

## Risk Management Review

Approved as written: with insurance as per attached  
Laura J. Porter Date: 10/24/16  
Risk Manager or designee Laura Porter or Krystal King

## County Attorney Review

Approved as written: See approval dated 10/21/2016  
\_\_\_\_\_  
Date: \_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

## Contract & Grant

Document has been received:  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Contracts & Grants Manager



**TOURIST DEVELOPMENT DEPARTMENT  
CONTRACT APPROVAL FORM**

**CONTRACTOR NAME:** SMITH TRAVEL RESEARCH  
**PURPOSE:** LODGING INDUSTRY DATA ANALYSIS  
**TERM:** 1/1/17 to 12/31/17  
**AMOUNT:** \$9,350

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

**(Initial applicable authorization)**

KP This approval authorizes the contract **to be entered into by the County and executed by the appropriate authorizing official in accordance with the Okaloosa County Purchasing Manual.**

This approval authorizes the payment under the Contract **to be processed for payment.**

**APPROVED AS TO FORM AND LEGALITY:**

  
TDD ATTORNEY

for  
LYNN HOSHIHARA

OCTOBER 21, 2016



**Contract # C15-2284-TDD**  
**STR**  
**HOTEL DATA SOFTWARE**  
**EXPIRES: 12/31/2017**

November 1, 2016

Mr. Darrel Jones  
Okaloosa County Emerald Coast Convention & Visitor Bureau  
1540 Miracle Strip Pkwy, SE  
Fort Walton Beach, FL 32548

Darrel:

Thank you for selecting STR and its family of companies as your source of hotel data. We trust you have found the reports you have received over the past year to be valuable market tracking tools, and hope you will take this opportunity to renew.

The pricing and delivery schedule are as follows:

Report	Frequency	Subscription Period	Price
Multi-Segment (11 segments)	Monthly	1/1/17 – 12/31/17	\$2,550
(3) TRENDSe	Monthly	1/1/17 – 12/31/17	\$5,100
TREND	Weekly	1/1/17 – 12/31/17	\$1,700
<b>TOTAL</b>			<b>\$9,350</b>

**\*\*Price includes 15% discount.**

The Standard Terms and Conditions you signed previously have not changed; therefore it is not necessary for you to sign another copy. They continue to govern your subscription.

The republishing rights clarify what data can be republished, how long this data can be made available to the public and the costs for additional rights should you require expanded coverage. So, please read the attached Republication Rights Renewal Agreement and understand this document before signing. Please note that if STR does not have a current signed Republication Rights Renewal Agreement on file, you will not have the right to publish or share any data.

Please note that the Republication Rights Renewal Agreement, the Standard Terms and Conditions, along with this letter, comprise your agreement with us.

We appreciate the opportunity to continue to serve you. Please do not hesitate to call if you have any questions and thank you for your business.

Regards,

Lysie Bennett  
Director of Business Development, Industry Partners & Destinations

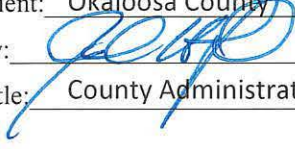




.....

I accept the terms and conditions of this agreement as outlined above and in the attached agreement.

Client: Okaloosa County

By: 

Title: County Administrator

Date: 1/4/17

**STR, INC**  
**REPUBLICATION RIGHTS RENEWAL AGREEMENT**

Licensees:	Emerald Coast Convention & Visitors Bureau
Primary Contact Names:	Darrel Jones
Primary Contact Phone:	+1 (850) 609-5387
Mailing Address:	1540 Miracle Strip Pkwy., SE
City, State, Zip:	Fort Walton Beach, FL 32548
Effective Date:	January 1, 2017

This Republication Rights Renewal Agreement is made effective as of the Effective Date by and between STR, INC., a Tennessee corporation with its principal offices at 735 East Main Street, Hendersonville, Tennessee 37075, and the undersigned LICENSEE, with offices at the address identified above.

**RECITALS:**

A. STR compiles, analyzes, organizes and publishes information about the lodging industry, including newsletters, custom reports and databases (the "STR Data").

B. LICENSEE desires to RENEW its rights to extract, reuse and republish certain STR Data in accordance with the terms of this Agreement, subject to the terms set forth below.

**1. Republication Rights RENEWAL.** Subject to the terms and conditions of this Agreement, STR hereby **RENEWS** its grant to LICENSEE of a non-exclusive, non-transferable, non-sublicensable license to copy, manipulate, extract, republish and distribute STR Data contained in any issues of the *STR Destination Reports* purchased from STR by LICENSEE solely for LICENSEE'S internal business use and as set forth on **Addendum 1** attached hereto and incorporated herein by reference. Internal users are defined as employees, board members, accountants, attorney's, marketing professionals or other professional advisors who are bound by a duty of confidentiality not to disclose such information. LICENSEE stakeholders and members, including member hotels, are not considered internal users.

**2. Restrictions.**

(a) Nothing in this Agreement shall be interpreted so as to give LICENSEE any right to obtain from STR any STR Data for which LICENSEE has not paid STR in accordance with STR's standard pricing terms.

(b) This Agreement shall only apply to STR Data published in issues of the *STR Destination Reports* for which LICENSEE has paid STR. STR Data from the HOST Report or from any trend or forecast report may not be republished without express written permission from STR, which may be withheld for any reason and which may be made subject to any terms and conditions set forth by STR.

(c) Nothing in this Agreement shall be interpreted so as to permit LICENSEE to republish all or substantially all of the STR Data in a manner that would have the effect of substantially duplicating the information in and organization of any issue or series of issues of any STR general publication. Any such republication of STR Data is strictly prohibited.

3. **Duration of Rights.** The republication rights granted herein shall remain in effect for the duration of the subscription, at which time this Agreement shall automatically terminate.

4. **Acknowledgment and Restriction on Downstream Use.**

(a) LICENSEE acknowledges, understands and agrees that the STR Data is proprietary to STR. Prior to using local market report data in its publications, advertising or marketing efforts as authorized in Addendum 1, LICENSEE agrees to provide STR with a copy of the proposed publication masthead, advertisement, or marketing plan in form and substance acceptable to STR. Copies of all publications, whether they be electronic or hard copy, containing STR data must be faxed to (615) 824-3848 or emailed to info@str.com STR and LICENSEE further agree that STR has the right to amend or change the masthead, advertisement, marketing plan or other materials to the extent STR believes is reasonably necessary to comply with the terms and conditions hereof.

(b) If LICENSEE republishes any STR Data in any form, STR must be clearly and conspicuously identified as the source of such data by means of the following notation: **SOURCE: STR, INC. REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF STR IS STRICTLY PROHIBITED.** The notation shall appear immediately below or in conjunction with any and all graphs, charts or tables derived from STR Data. LICENSEE shall be responsible for any breach of the foregoing prohibition by any person or organization that receives STR Data from LICENSEE.

5. **Forecasts and Projections.** Any and all forecasts or projections that include or are derived from STR Data shall be clearly and conspicuously identified as forecasts or projections of LICENSEE, and not STR.

6. **Standard Terms and Conditions.** The attached Standard Terms and Conditions are incorporated herein by reference.

7. **Entire Agreement.** This Republication Rights Renewal Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and supersedes and replaces any prior republication rights agreements between the Parties.

IN WITNESS WHEREOF, the parties have executed this Republication Rights Renewal Agreement as of the date first written above.

STR, INC.

By: Lynsie Bennett

Name: Lynsie Bennett

Title: Director of Business Development,  
Industry Partners & Destinations

**OKALOOSA COUNTY**  
**EMERALD COAST CVB**

By: [Signature]

Name: John Hofstad

Title: County Administrator

## ADDENDUM 1

### Monthly:

As consideration for payment, LICENSEE has the exclusive authorization to publish on its website, in a newsletter or in other regularly distributed publications, monthly lodging data from *The Destination Report(s)* as follows:

**Fort Walton Beach, FL**

**Last reported month & year-to-date performance**

**Last reported month & year-to-date performance of LICENSEE's Market\*. LICENSEE shall update the data each month; old data shall be replaced with new figures for the previously reported month. For example, published data showing performance for the month of October, as well as year-to-date performance during the same time period, would be replaced with data showing same figures for the month of November. LICENSEE shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website**

\*"Market" is comprised of the area which LICENSEE represents. Should LICENSEE wish to republish data for areas outside its Market, any such rights shall be at an additional cost.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coley Insurance Agency 113 EAST MAIN STREET P.O. BOX 1435 GALLATIN, TN 37066	CONTACT NAME: Jamie Stewart	
	PHONE (A/C, No, Ext): (615) 452-3651	FAX (A/C, No): (615) 230-9699
INSURED STR, Inc. DEA: Hotel News Now DBA: STR Analytics 735 E. Main St. Hendersonville TN 37075	E-MAIL ADDRESS: jamie@coleyins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: TRAVELERS IND OF AM	NAIC # 25666
	INSURER B: TRAVELERS IND CO OF CONN	25682
	INSURER C: TRAVELERS INDEMNITY COMPANY	25658
	INSURER D: THE TRAVELERS COMM CAS CO	40282
	INSURER E: TRAVELERS PROPERTY CASUALTY INS CO	36161
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2016-2017 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-167K1005-16-42	4/14/2016	4/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-781W1590-16-SEL	4/14/2016	4/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP-7470W754-16-42	4/14/2016	4/14/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ITM-UB-700Y349-6-16	4/14/2016	4/14/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			105558289	2/1/2016	2/1/2017	Limit \$1,000,000
E	Cyber			106057348	2/1/2016	2/1/2017	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Okaloosa County is an additional insured per attached CGD1050494 and CAT4200215. The coverage is primary and non-contributory. 30 Day Notice of Cancellation applies to General Liability and Business Auto.

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County  
 5479A Old Bethel Road  
 Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jamie Stewart/JS

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## Charlotte Dunworth

---

**From:** Elizabeth Bentle <EBentle@str.com>  
**Sent:** Wednesday, November 02, 2016 9:29 AM  
**To:** Jenny Trotter  
**Subject:** FW: STR/Emerald Coast CVB Renewal Agreement  
**Attachments:** EmeraldCoastCVB Renewal Agreement 2017.pdf; insurance requirements.pdf; STR, Inc - Okaloosa County COI.PDF; TIC - Blanket AI CGD105 04 94.pdf; TIC - Auto Cov Plus Endt CA T4 20(02-15).pdf

**From:** Jamie - Coley Insurance Agency [<mailto:jamie@coleyins.com>]  
**Sent:** Wednesday, November 2, 2016 9:16 AM  
**To:** Elizabeth Bentle <[EBentle@str.com](mailto:EBentle@str.com)>  
**Subject:** FW: STR/Emerald Coast CVB Renewal Agreement

Elizabeth,

Please see attached COI and policy forms.

Just confirming one of the bullet points.....we are not versed in Florida state laws so I can't confirm that ALL laws being conformed to. I am licensed here in TN and my policies comply with TN laws. I can't see where this would change anything especially since you have no presence in that state.

Thanks,  
Jamie Stewart  
(615)452-3651 – Phone  
(615)230-9699 - Fax  
Coley Insurance Agency  
PO Box 1435  
Gallatin, TN 37066

**From:** Charlotte Dunworth [<mailto:cdunworth@co.okaloosa.fl.us>]  
**Sent:** Wednesday, October 26, 2016 8:02 AM  
**To:** Jenny Trotter  
**Subject:** FW: STR/Emerald Coast CVB Renewal Agreement

Good morning Jenny,

The agreement has been approved, with the attached insurance requirements included. Please be as kind as to:

1. Provide an original agreement signed in blue ink to my attention at the address in my signature block below. The County has not yet adopted electronic signatures.
2. Provide a current certificate of insurance.

Thank you!

**Charlotte Dunworth**  
Finance, Administration, & Compliance Manager  
850.609.5385 | [CDunworth@co.okaloosa.fl.us](mailto:CDunworth@co.okaloosa.fl.us)

Emerald Coast Convention & Visitors Bureau  
1540 Miracle Strip Pkwy. SE  
Fort Walton Beach, FL 32548



[EmeraldCoasting.com »](#)  
[Find us on Facebook »](#)  
[Visit our blog »](#)

Please note: Due to Florida's very broad public records law, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

**From:** Nancy Hussong  
**Sent:** Thursday, October 20, 2016 1:45 PM  
**To:** Charlotte Dunworth <[cdunworth@co.okaloosa.fl.us](mailto:cdunworth@co.okaloosa.fl.us)>  
**Subject:** FW: STR/Emerald Coast CVB Renewal Agreement

Good Morning Darrel and Nancy,

I hope you both are doing well!

Please find your 2017 destination renewal agreement.

**\*\*Note that the invoice will be emailed in early January 2017.**

Please review the attachment and take a moment to review the original standard terms and conditions, as well as the republishing agreement, which you signed with us. Do not hesitate to contact me if you require a copy of either document. Also, please remember that using data in a manner that violates the terms of these documents could result in immediate suspension of our services and/or possible legal action, depending on the nature and extent of the violation. Therefore, if you have any questions about how to use STR data, or need clarification on what is permitted under the agreements, please contact Kelsey Waite or Jennifer Foster as soon as possible so they can assist you.

Please review the attachment and return a signed copy to me either electronically or via mail.

***An electronic copy is preferred please.***

Thank you for your continued business, and if you have any questions please contact at [destininfo@str.com](mailto:destininfo@str.com).

Best Regards,

Jenny

**Jenny Trotter, CHIA**  
Contract Manager  
**STR**  
735 East Main Street  
Hendersonville, TN 37075, USA  
Tel: +1 (615) 824 8664 x3310  
Fax: +1 (615) 824 3848  
Email: [jenny@str.com](mailto:jenny@str.com)  
[www.str.com](http://www.str.com)

**Benchmarking**  
↑ your world

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NOTICE: This email and any attached files are confidential and intended solely for the use of the intended addressee. If you have received this email in error, please notify the sender and delete it immediately, without disclosing or using its contents for any purpose. STR, Inc. accepts no liability for any damage caused by any virus transmitted by this email.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BLANKET ADDITIONAL INSURED</b></li> <li><b>B. EMPLOYEE HIRED AUTO</b></li> <li><b>C. EMPLOYEES AS INSURED</b></li> <li><b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>E. TRAILERS – INCREASED LOAD CAPACITY</b></li> <li><b>F. HIRED AUTO PHYSICAL DAMAGE</b></li> <li><b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b></li> <li><b>I. WAIVER OF DEDUCTIBLE – GLASS</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. AUTO LOAN LEASE GAP</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> </ul> |
|---|---|

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

*Do not add this form to a policy. It is for informational purposes only.*



## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

### I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

#### Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

*Do not add this form to a policy. It is for informational purposes only.*

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

**(2) Any:**

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Do not add this form to a policy. It is for informational purposes only.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS:**

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
  - a. Limits of Insurance – The following limits of liability apply:
    1. The limits which you agreed to provide; or
    2. The limits shown on the declarations, whichever is less.
  - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
  - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
  - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    2. Supervisory, inspection or engineering services.



# **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 02/09/16

## **RESPONDENT'S INSURANCE**

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

### **WORKERS' COMPENSATION INSURANCE**

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is

issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

**LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

		<u>LIMIT</u>
1.	Worker’s Compensation	
	1.) State	Statutory
	2.) Employer’s Liability	\$100,000 each accident
2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000
5.	E&O/Professional Liability	\$1,000,000 (claims made)

**NOTICE OF CLAIMS OR LITIGATION**

The Respondent agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence,

recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

#### **UMBRELLA INSURANCE**

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/09/2015

Contract/Lease Control #: C15-2284-TDD

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: STR

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/15/2015

Term: 12/31/2016

Description of Contract/Lease: HOTEL DATA SOFTWARE

Department: TDD

Department Monitor: SCHROEDER

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: ESCHROEDER@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office



735 East Main Street  
Hendersonville, TN 37075

615 824 8664 PHONE  
615 824 3848 FAX

November 2, 2015

Mr. Ed Schroeder  
Emerald Coast Convention & Visitor Bureau  
1540 Miracle Strip Pkwy, SE  
Fort Walton Beach, FL 32548

Ed:

Thank you for selecting STR and its family of companies as your source of hotel data. We trust you have found the reports you have received over the past year to be valuable market tracking tools, and hope you will take this opportunity to renew.

The pricing and delivery schedule are as follows:

Report	Frequency	Subscription Period	Price
Multi-Segment	Monthly	1/1/16 – 12/31/16	\$2,550
(3) TRENDS	Monthly	1/1/16 – 12/31/16	\$5,100
TREND	Weekly	1/1/16 – 12/31/16	\$1,700
<b>TOTAL</b>			<b>\$9,350</b>

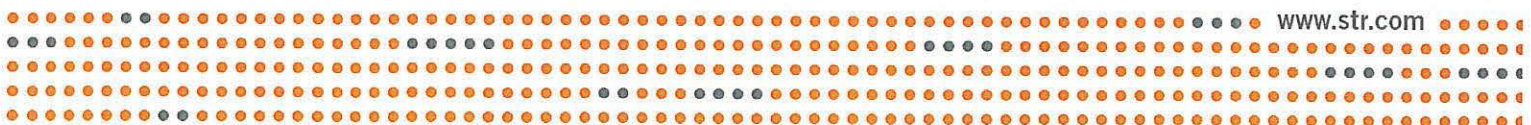
**\*\*Price includes 15% discount.**

The Standard Terms and Conditions you signed previously have not changed; therefore it is not necessary for you to sign another copy. They continue to govern your subscription.

The republishing rights clarify what data can be republished, how long this data can be made available to the public and the costs for additional rights should you require expanded coverage. So, please read the attached Republication Rights Renewal Agreement and understand this document before signing. Please note that if STR does not have a **current** signed Republication Rights Renewal Agreement on file, you will not have the right to publish or share *any* data.

Please note that the Republication Rights Renewal Agreement, the Standard Terms and Conditions, along with this letter, comprise your agreement with us.

**CONTRACT # C15-2284-TDD**  
**STR**  
**HOTEL DATA SOFTWARE**  
**EXPIRES: 12/31/2016**





735 East Main Street  
Hendersonville, TN 37075

615 824 8664 PHONE  
615 824 3848 FAX

We appreciate the opportunity to continue to serve you. Please do not hesitate to call if you have any questions and thank you for your business.

Regards,

*Karrie Keen*

Karrie Keen  
Sr. Client Account Manager, Destinations

.....  
I accept the terms and conditions of this agreement as outlined above and in the attached agreement.

Client: Okaloosa County

By: Zou Jilong zou@okaloosa.com

Title: Purchasing Manager

Date: 11/18/15

**STR, INC**  
**REPUBLICATION RIGHTS RENEWAL AGREEMENT**

Licensees:	Emerald Coast Convention & Visitors Bureau
Primary Contact Names:	Ed Schroeder
Primary Contact Phone:	+1 (850) 609-5387
Mailing Address:	1540 Miracle Strip Pkwy., SE
City, State, Zip:	Fort Walton Beach, FL 32548
Effective Date:	January 1, 2016

This Republication Rights Renewal Agreement is made effective as of the Effective Date by and between STR, INC., a Tennessee corporation with its principal offices at 735 East Main Street, Hendersonville, Tennessee 37075, and the undersigned LICENSEE, with offices at the address identified above.

**RECITALS:**

A. STR compiles, analyzes, organizes and publishes information about the lodging industry, including newsletters, custom reports and databases (the "STR Data").

B. LICENSEE desires to RENEW its rights to extract, reuse and republish certain STR Data in accordance with the terms of this Agreement, subject to the terms set forth below.

**1. Republication Rights RENEWAL.** Subject to the terms and conditions of this Agreement, STR hereby **RENEWS** its grant to LICENSEE of a non-exclusive, non-transferable, non-sublicensable license to copy, manipulate, extract, republish and distribute STR Data contained in any issues of the *STR Destination Reports* purchased from STR by LICENSEE solely for LICENSEE'S internal business use and as set forth on **Addendum 1** attached hereto and incorporated herein by reference. Internal users are defined as employees, board members, accountants, attorney's, marketing professionals or other professional advisors who are bound by a duty of confidentiality not to disclose such information. LICENSEE stakeholders and members, including member hotels, are not considered internal users.

**2. Restrictions.**

(a) Nothing in this Agreement shall be interpreted so as to give LICENSEE any right to obtain from STR any STR Data for which LICENSEE has not paid STR in accordance with STR's standard pricing terms.

(b) This Agreement shall only apply to STR Data published in issues of the *STR Destination Reports* for which LICENSEE has paid STR. STR Data from the HOST Report or from any trend or forecast report may not be republished without express written permission from STR, which may be withheld for any reason and which may be made subject to any terms and conditions set forth by STR.

(c) Nothing in this Agreement shall be interpreted so as to permit LICENSEE to republish all or substantially all of the STR Data in a manner that would have the effect of substantially duplicating the information in and organization of any issue or series of issues of any STR general publication. Any such republication of STR Data is strictly prohibited.



3. **Duration of Rights.** The republication rights granted herein shall remain in effect for the duration of the subscription, at which time this Agreement shall automatically terminate.

4. **Acknowledgment and Restriction on Downstream Use.**

(a) LICENSEE acknowledges, understands and agrees that the STR Data is proprietary to STR. Prior to using local market report data in its publications, advertising or marketing efforts as authorized in Addendum 1, LICENSEE agrees to provide STR with a copy of the proposed publication masthead, advertisement, or marketing plan in form and substance acceptable to STR. Copies of all publications, whether they be electronic or hard copy, containing STR data must be faxed to (615) 824-3848 or emailed to info@str.com STR and LICENSEE further agree that STR has the right to amend or change the masthead, advertisement, marketing plan or other materials to the extent STR believes is reasonably necessary to comply with the terms and conditions hereof.

(b) If LICENSEE republishes any STR Data in any form, STR must be clearly and conspicuously identified as the source of such data by means of the following notation: **SOURCE: STR, INC. REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF STR IS STRICTLY PROHIBITED.** The notation shall appear immediately below or in conjunction with any and all graphs, charts or tables derived from STR Data. LICENSEE shall be responsible for any breach of the foregoing prohibition by any person or organization that receives STR Data from LICENSEE.

5. **Forecasts and Projections.** Any and all forecasts or projections that include or are derived from STR Data shall be clearly and conspicuously identified as forecasts or projections of LICENSEE, and not STR.

6. **Standard Terms and Conditions.** The attached Standard Terms and Conditions are incorporated herein by reference.

7. **Entire Agreement.** This Republication Rights Renewal Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and supersedes and replaces any prior republication rights agreements between the Parties.

IN WITNESS WHEREOF, the parties have executed this Republication Rights Renewal Agreement as of the date first written above.

STR, INC.

By: Karrie Keen

Name: Karrie Keen

Title: Sr. Client Account Manager, Destinations

EMERALD COAST CVB

By: Okaloosa County

Name: Zenith Lorak van Fedorak

Title: Purchasing Manager



## ADDENDUM 1

### Monthly:

As consideration for payment, LICENSEE has the exclusive authorization to publish on its website, in a newsletter or in other regularly distributed publications, monthly lodging data from *The Destination Report(s)* as follows:

**Fort Walton Beach, FL**

**Last reported month & year-to-date performance**


**Last reported month & year-to-date performance of LICENSEE's Market\*. LICENSEE shall update the data each month; old data shall be replaced with new figures for the previously reported month. For example, published data showing performance for the month of October, as well as year-to-date performance during the same time period, would be replaced with data showing same figures for the month of November. LICENSEE shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website**

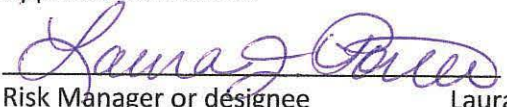
\*"Market" is comprised of the area which LICENSEE represents. Should LICENSEE wish to republish data for areas outside its Market, any such rights shall be at an additional cost.


# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C15-2284-TDD Tracking Number: 1536-16  
Grant Funded: YES \_\_\_ NO \_\_\_  
Contractor/Lessee Name: Smith Travel Research  
Purpose: Republication Rights  
Date/Term: 12/31/16  
Amount: \$9,350.00  
Department: TDD  
Dept. Monitor Name: Schroeder/Dunworth  
Document has been reviewed and includes any attachments or exhibits.

1.  GREATER THAN \$50,000  
2.  GREATER THAN \$25,000  
3.  \$25,000 OR LESS

**Purchasing Coordination**  
  
Purchasing Manager or Designee: \_\_\_\_\_ Date: 10-12-15  
Joanne Kublik or Sunnie Estes

**Risk Management Review**  
Approved as written:  
  
Risk Manager or designee: \_\_\_\_\_ Date: 10-20-15  
Laura Porter or Krystal King

**County Attorney Review**  
Approved as written:  
  
County Attorney: \_\_\_\_\_ Date: 10/14/15  
Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or designee

Following Okaloosa County approval:

**Contracts & Grants**  
Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Contracts & Grants Manager

**TOURIST DEVELOPMENT DEPARTMENT  
CONTRACT APPROVAL FORM**

**CONTRACTOR NAME:** SMITH TRAVEL RESEARCH  
**PURPOSE:** LODGING INDUSTRY DATA ANALYSIS  
**TERM:** 1/1/16 to 12/31/16  
**AMOUNT:** \$9,350

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

**(Initial applicable authorization)**

  LH   This approval authorizes the contract **to be entered into by the County and executed by the appropriate authorizing official in accordance with the Okaloosa County Purchasing Manual.**

\_\_\_\_\_ This approval authorizes the payment under the Contract **to be processed for payment.**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
TDD ATTORNEY

**LYNN HOSHIHARA**

**OCTOBER 9, 2015**

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/09/2015

Contract/Lease Control #: C15-2284-TDD

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: STR

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/15/2015

Term: 12/31/2015

Description of Contract/Lease: HOTEL DATA SOFTWARE

Department: TDD

Department Monitor: SCHROEDER

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: ESCHROEDER@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office

USER NAME  PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

### Entity Dashboard

- [Entity Overview](#)
- [Entity Record](#)
- [Core Data](#)
- [Assertions](#)
- [Reps & Certs](#)
- [POCs](#)
- [Reports](#)
- [Service Contract Report](#)
- [BioPreferred Report](#)
- [Exclusions](#)
- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

RETURN TO SEARCH

SMITH TRAVEL RESEARCH, INC.  
 DUNS: 184789063 CAGE Code: 3AW74  
 Status: Active

735 E MAIN ST  
 HENDERSONVILLE, TN, 37075-2608,  
 UNITED STATES

Expiration Date: 12/31/2015  
 Purpose of Registration: All Awards

### Entity Overview

Entity Information

**Name:** SMITH TRAVEL RESEARCH, INC.  
**Business Type:** Business or Organization  
**POC Name:** Debbie Gryzko  
**Registration Status:** Active  
**Activation Date:** 01/02/2015  
**Expiration Date:** 12/31/2015

---

Exclusions

**Active Exclusion Records?** No





LH ✓

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: \_\_\_\_\_ Tracking Number: 1260-15

Contractor/Lessee Name: STR Grant Funded: YES \_\_\_ NO \_\_\_

Purpose: Notel Data

Date/Term: 1/15/15 - 12/31/15 1.  GREATER THAN \$50,000

Amount: \$9,350 2.  GREATER THAN \$25,000

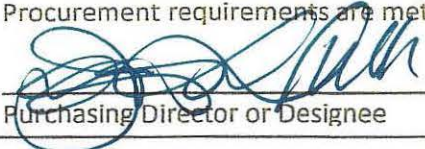
Department: TDD 3.  \$25,000 OR LESS

Dept. Monitor Name: Schroeder / Dunworth

Document has been reviewed and includes any attachments or exhibits.

**Purchasing Review**

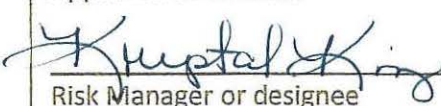
Procurement requirements are met:

 Date: 1-23-15

Purchasing Director or Designee: \_\_\_\_\_ Joanne Kublik

**Risk Management Review**

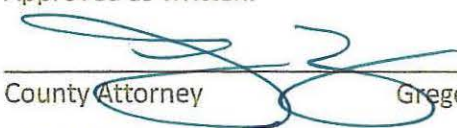
Approved as written:

 Date: 1-26-15

Risk Manager or designee: \_\_\_\_\_ Kay Godwin or Krystal King

**County Attorney Review**

Approved as written:

 Date: 1/26/15

County Attorney: \_\_\_\_\_ Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:

\_\_\_\_\_ Date: \_\_\_\_\_

Contracts & Grants Manager



735 East Main Street  
Hendersonville, TN 37075

615 824 8664 PHONE  
615 824 3548 FAX

January 7, 2014

Mr. Ed Schroeder  
Emerald Coast Convention & Visitor Bureau  
PO Box 609  
Fort Walton Beach, FL 32549-0609

Ed:

Thank you for selecting STR and its family of companies as your source of hotel data. We trust you have found the reports you have received over the past year to be valuable market tracking tools, and hope you will take this opportunity to renew.

The pricing and delivery schedule are as follows:

Report	Frequency	Subscription Period	Price
Multi-Segment	Monthly	1/15/15 – 12/31/15	\$2,550
(3) TRENDS	Monthly	1/15/15 – 12/31/15	\$5,100
TREND	Weekly	1/15/15 – 12/31/15	\$1,700
<b>TOTAL</b>			<b>\$9,350</b>

\*\*Price includes 15% discount.

The Standard Terms and Conditions you signed previously have not changed; therefore it is not necessary for you to sign another copy. They continue to govern your subscription.

The republishing rights clarify what data can be republished, how long this data can be made available to the public and the costs for additional rights should you require expanded coverage. So, please read the attached Republication Rights Renewal Agreement and understand this document before signing. Please note that if STR does not have a current signed Republication Rights Renewal Agreement on file, you will not have the right to publish or share *any* data.

Please note that the Republication Rights Renewal Agreement, the Standard Terms and Conditions, along with this letter, comprise your agreement with us.

**CONTRACT # C15-2284-TDD**  
**STR**  
**HOTEL DATA SOFTWARE**  
**EXPIRES: 12/31/2015**

03-09-15A06:46 RCVD



735 East Main Street  
Hendersonville, TN 37075

615 824 8664 PHONE  
615 824 3848 FAX

We appreciate the opportunity to continue to serve you. Please do not hesitate to call if you have any questions and thank you for your business.

Regards,

*Karrie Keen*

Karrie Keen  
Sr. Client Account Manager, Destinations

.....  
I accept the terms and conditions of this agreement as outlined above and in the attached agreement.

Client: *Zenit Dorak*

By: *Ozan Fedorak*

Title: *Purchasing Manager*

Date: *3/9/15*



## STANDARD TERMS AND CONDITIONS

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, STR, Inc. and the licensee identified elsewhere in this Agreement ("Licensee") agree as follows:

### 1.1 Definitions.

- (a) "Agreement" means these Standard Terms and Conditions; any additional terms specifically set out in writing in the document(s) (if any) to which these Standard Terms and Conditions are attached or in which they are incorporated by reference, and, if applicable, any additional terms specifically set out in writing in any Schedule or Exhibit attached hereto,
- (b) "Licensed Materials" means any newsletter, report, database, survey, or other similar resource, and all lodging industry data contained therein, which has been created by STR and provided to Licensee hereunder."

**1.2 Grant of License.** Subject to the terms and conditions of this Agreement, and except as may be expressly permitted or limited elsewhere in this Agreement, STR hereby grants to Licensee a non-exclusive, non-transferable, indivisible, non-sublicensable license to use, copy, manipulate and extract data from the Licensed Materials for its own INTERNAL business purposes only.

**1.3 Copies.** Except as may be expressly permitted or limited elsewhere in this Agreement, Licensee may make and maintain no more than two (2) copies of any Licensed Materials.

**1.4 No Service Bureau Use.** Except as may be expressly permitted or limited elsewhere in this Agreement, Licensee is prohibited from using the Licensed Materials in any way in connection with any service bureau or similar services. "Service bureau" means the processing of input data that is supplied by one or more third parties and the generation of output data (in the form of reports, charts, graphs or other pictorial representations, or the like) that is sold or licensed to any third parties.

**1.5 No Distribution to Third Parties.** Except as may be expressly permitted or limited in this Agreement, Licensee is prohibited from distributing, republishing or otherwise making the Licensed Materials or any part thereof (including any excerpts of the data and any manipulations of the data) available in any form whatsoever to any third party, other than Licensee's accountants, attorneys or other professional advisors who are bound by a duty of confidentiality not to disclose such information.

**1.6 Reservation of Rights.** Licensee has no rights in connection with the Licensed Materials other than those rights expressly enumerated in the Agreement. All rights to the Licensed Materials not expressly enumerated herein are reserved to STR.

**1.7 Security and Confidentiality.** Except as may be expressly permitted or limited in elsewhere in this Agreement, Licensee agrees that the Licensed Materials contain confidential information and that it will distribute Licensed Materials only to those officers, directors, employees, agents, affiliates or subsidiaries who have a need to know such information or who have a right to access such information under applicable law. Licensee shall use commercially reasonable efforts to protect against unauthorized access to and to maintain the confidentiality of Licensed Materials. This provision shall survive indefinitely the termination of this agreement.

### 2. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**2.1 Disclaimer of Warranties.** THE LICENSED MATERIALS ARE PROVIDED TO THE LICENSEE ON AN "AS IS" AND "AS AVAILABLE" BASIS. STR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, THE SERVICES PROVIDED OR THE RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, STR DOES NOT WARRANT THAT THE LICENSED MATERIALS, THE SERVICES PROVIDED OR THE USE THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. STR MAKES NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE.

**2.2 Disclaimers.** TO THE EXTENT PERMITTED BY APPLICABLE LAW STR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF STR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, STR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM RELATING IN ANY WAY TO (I) ANY DECISION MADE OR ACTION TAKEN BY LICENSEE IN RELIANCE UPON THE LICENSED MATERIALS.

**2.3 Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW STR'S TOTAL LIABILITY TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, INFRINGEMENT, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, SHALL BE LIMITED TO ALL FEES PAID TO STR BY THE LICENSEE DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CAUSE OF ACTION FIRST AROSE.

### 3. MISCELLANEOUS

**3.1 Liquidated Damages.** In the event of a disclosure or distribution of the Licensed Materials by Licensee that violates the terms of this Agreement, Licensee shall be required to pay STR an amount equal to the sum of (i) the highest aggregate price that STR, in accordance with its then-current published prices, could have charged the unauthorized recipients for the Licensed Materials that are the subject of the violation, and (ii) the full price of the lowest level of republishing rights that Licensee would have been required to purchase from STR in order to have the right to make the unauthorized distribution, regardless of whether Licensee has previously paid for any lower level of republishing rights. This provision shall survive indefinitely the expiration or termination of this Agreement for any reason and does not waive either Party's right to seek equitable or injunctive relief as may be available from any court of competent jurisdiction to restrain the other from breaching or threatening to breach this Agreement.

### 1. LICENSE

**3.2 Term.** Either party may terminate this Agreement at any time with thirty (30) days written notice to the other party.

**3.3 Obligations upon Termination.** Within thirty (30) days of the termination or expiration of this Agreement for any reason, Licensee shall cease all use of the Licensed Materials and shall return or destroy, at STR's option, all copies of the Licensed Materials and all other information relating thereto in Licensee's possession or control as of the such date. This provision shall survive indefinitely the expiration or termination of this Agreement for any reason.

**3.4 Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the substantive laws of the State of Tennessee, without regard to its or any other jurisdiction's laws governing conflicts of law. Action from or relating to this Agreement shall be brought only in the federal or state courts having jurisdiction in Tennessee. The parties also expressly waive any objections to venue.

**3.5 Assignment.** Licensee is prohibited from assigning this Agreement or delegating any of its duties under this Agreement without the prior written consent of STR.

**3.6 Independent Relationship.** The relationship between the parties is that of an independent contractor. Nothing in this agreement shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship.

**3.7 Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given i) when delivered in person, at the time of such delivery; ii) when delivered by facsimile transmission or e-mail, at the time of transmission (provided, however, that notice delivered by facsimile transmission shall only be effective if such notice is also delivered by hand or deposited in the mail, postage prepaid, registered, certified or express mail or by courier service within two (2) business days after its delivery by facsimile transmission); iii) when delivered by a courier service or by express mail, at the time of receipt; or iv) five (5) business days after being deposited in the mail, postage prepaid, registered or certified mail, addressed (in any such case) to the addresses listed on the first page of this Agreement or to such other address as either party may notify the other in writing.

**3.8 Waiver.** No waiver of any breach of this Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision.

**3.9 Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the parties, with the exception of the www.strglobal.com Terms of Use and Privacy Policy.

**3.10 Amendment.** This Agreement may be amended only by the written agreement of both parties.

**3.11 Recovery of Litigation Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**3.12 Notice of Unauthorized Access.** Licensee shall notify STR immediately upon Licensee's becoming aware of any facts indicating that a third party may have obtained or may be about to obtain unauthorized access to the Licensed Materials, and shall fully cooperate with STR in its efforts to mitigate the damages caused by any such breach or potential breach.

**3.13 Conflicting Provisions.** In the event that any provision of these Standard Terms and Conditions directly conflicts with any other provision of the Agreement, the conflicting terms of such other provision shall control.

**3.14 Remedies.** In addition to any other rights or remedies that either party may have under applicable law for material breach of this Agreement, in the event of any material breach of this Agreement by either party, and following notice to the breaching party by the non-breaching party, the non-breaching party's obligations under this contract shall terminate.

**3.15 Indemnification.** Licensee shall indemnify, defend and hold STR harmless against any claims, actions, losses, liabilities, damages and expenses (including reasonable attorneys fees and court costs) brought against STR by any third party that relates to or arises out of Licensee's unauthorized disclosure of, misuse of or misrepresentation of the Licensed Materials.

**3.16 Website.** Licensee acknowledges that it is subject to the Terms of Use and Privacy Policy governing the use of www.strglobal.com, the terms of which are fully incorporated herein. In the event of any conflict between any provision of the Terms of Use or Privacy Policy and any provision of this Agreement, the terms of this Agreement shall control.

**STR, INC**  
**REPUBLICATION RIGHTS RENEWAL AGREEMENT**

Licensees:	Emerald Coast Convention & Visitors Bureau
Primary Contact Names:	Ed Schroeder
Primary Contact Phone:	(850) 609-5387
Mailing Address:	P O Box 609
City, State, Zip:	Fort Walton Beach, FL 32549-0609
Effective Date:	January 15, 2015

This Republication Rights Renewal Agreement is made effective as of the Effective Date by and between STR, INC., a Tennessee corporation with its principal offices at 735 East Main Street, Hendersonville, Tennessee 37075, and the undersigned LICENSEE, with offices at the address identified above.

**RECITALS:**

A. STR compiles, analyzes, organizes and publishes information about the lodging industry, including newsletters, custom reports and databases (the "STR Data").

B. LICENSEE desires to RENEW its rights to extract, reuse and republish certain STR Data in accordance with the terms of this Agreement, subject to the terms set forth below.

**1. Republication Rights RENEWAL.** Subject to the terms and conditions of this Agreement, STR hereby RENEWS its grant to LICENSEE of a non-exclusive, non-transferable, non-sublicensable license to copy, manipulate, extract, republish and distribute STR Data contained in any issues of the *STR Destination Reports* purchased from STR by LICENSEE solely for LICENSEE'S internal business use and as set forth on **Addendum 1** attached hereto and incorporated herein by reference. Internal users are defined as employees, board members, accountants, attorney's, marketing professionals or other professional advisors who are bound by a duty of confidentiality not to disclose such information. LICENSEE stakeholders and members, including member hotels, are not considered internal users.

**2. Restrictions.**

(a) Nothing in this Agreement shall be interpreted so as to give LICENSEE any right to obtain from STR any STR Data for which LICENSEE has not paid STR in accordance with STR's standard pricing terms.

(b) This Agreement shall only apply to STR Data published in issues of the *STR Destination Reports* for which LICENSEE has paid STR. STR Data from the HOST Report or from any trend or forecast report may not be republished without express written permission from STR, which may be withheld for any reason and which may be made subject to any terms and conditions set forth by STR.

(c) Nothing in this Agreement shall be interpreted so as to permit LICENSEE to republish all or substantially all of the STR Data in a manner that would have the effect of substantially duplicating the information in and organization of any issue or series of issues of any STR general publication. Any such republication of STR Data is strictly prohibited.



3. **Duration of Rights.** The republication rights granted herein shall remain in effect for the duration of the subscription, at which time this Agreement shall automatically terminate.

4. **Acknowledgment and Restriction on Downstream Use.**

(a) LICENSEE acknowledges, understands and agrees that the STR Data is proprietary to STR. Prior to using local market report data in its publications, advertising or marketing efforts as authorized in Addendum 1, LICENSEE agrees to provide STR with a copy of the proposed publication masthead, advertisement, or marketing plan in form and substance acceptable to STR. Copies of all publications, whether they be electronic or hard copy, containing STR data must be faxed to (615) 824-3848 or emailed to info@str.com STR and LICENSEE further agree that STR has the right to amend or change the masthead, advertisement, marketing plan or other materials to the extent STR believes is reasonably necessary to comply with the terms and conditions hereof.

(b) If LICENSEE republishes any STR Data in any form, STR must be clearly and conspicuously identified as the source of such data by means of the following notation: **SOURCE: STR, INC. REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF STR IS STRICTLY PROHIBITED.** The notation shall appear immediately below or in conjunction with any and all graphs, charts or tables derived from STR Data. LICENSEE shall be responsible for any breach of the foregoing prohibition by any person or organization that receives STR Data from LICENSEE.

5. **Forecasts and Projections.** Any and all forecasts or projections that include or are derived from STR Data shall be clearly and conspicuously identified as forecasts or projections of LICENSEE, and not STR.

6. **Standard Terms and Conditions.** The attached Standard Terms and Conditions are incorporated herein by reference.

7. **Entire Agreement.** This Republication Rights Renewal Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and supersedes and replaces any prior republication rights agreements between the Parties.

IN WITNESS WHEREOF, the parties have executed this Republication Rights Renewal Agreement as of the date first written above.

STR, INC.

By: Karrie Keen

Name: Karrie Keen

Title: Sr. Client Account Manager, Destinations

EMERALD COAST CVB

By: Zan Fedorak

Name: Zan Fedorak

Title: Purchasing Manager

## ADDENDUM 1

### Monthly:

As consideration for payment, LICENSEE has the exclusive authorization to publish on its website, in a newsletter or in other regularly distributed publications, monthly lodging data from *The Destination Report(s)* as follows:

**Fort Walton Beach, FL**

**Last reported month & year-to-date performance**

**Last reported month & year-to-date performance of LICENSEE's Market\*. LICENSEE shall update the data each month; old data shall be replaced with new figures for the previously reported month. For example, published data showing performance for the month of October, as well as year-to-date performance during the same time period, would be replaced with data showing same figures for the month of November. LICENSEE shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website**

\*"Market" is comprised of the area which LICENSEE represents. Should LICENSEE wish to republish data for areas outside its Market, any such rights shall be at an additional cost.

to Ban  
1/27

### SOLE SOURCE PURCHASE DATA SHEET

Date: \_\_\_\_\_ PR No.: R1500569 Requestor: Peter Mayer Phone No.: 504-581-7191

Department/Division: Tourist Development Department (TDD)

Item Description: Travel Lodging Research

Requesting Department's Suggested Vendor: Smith Travel Research

Vendor's Address: 735 East Main Street, Hendersonville, TN 37075

Vendor's Telephone No.: 615-824-8664 Point of Contact: \_\_\_\_\_

Sole Source Justification: STR is the leading global provider of competitive benchmarking for the hotel industry

  
Requesting Department Director Signature

1/28/15  
Date

REVIEW BY PURCHASING DEPARTMENT  
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED

Vendor #1 Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Vendor #2 Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Vendor #3 Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Buyer Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Buyer Who Reviewed \_\_\_\_\_ Date

Purchasing Services Coordinator Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Purchasing Services Coordinator Signature \_\_\_\_\_ Date

PURCHASING MANUAL - SOLE SOURCE DETERMINATION

Comments: \_\_\_\_\_  
\_\_\_\_\_

Approve: JF

Disapprove: \_\_\_\_\_

Amount of Purchase: \_\_\_\_\_

Date: \_\_\_\_\_

Zentorak  
Purchasing Director Signature

3/9/15  
Date