

AGREEMENT FOR TOURISM PROMOTION AND TOURISM DEVELOPMENT
BETWEEN
ROOM TAX COMMISSION OF THE CITY OF MANITOWOC
AND
MANITOWOC AREA VISITOR AND CONVENTION BUREAU, INC.

THIS SERVICES AGREEMENT (hereinafter referred to as the "AGREEMENT") by and between the Room Tax Commission of the City of Manitowoc, Wisconsin, a municipal corporation, 900 Quay Street, Manitowoc, WI 54220-4543 (hereinafter referred to as "MANITOWOC"), and the Manitowoc Area Visitor and Convention Bureau, Inc., a Wisconsin Nonstock Corporation with its mailing address at PO BOX 0966, Manitowoc, WI 54221 (hereinafter referred to as "MAVCB").

The undersigned parties may hereinafter be referred to collectively as the "PARTIES" or individually as a "PARTY." Further, the governing body of the municipal corporation may hereinafter be referred to as a "COUNCIL," and the Manitowoc Area Convention and Visitor Bureau Board of Directors may be referred to as the "MAVCB Board."

RECITALS:

A. MANITOWOC is a Wisconsin Room Tax Commission that was created on March 21, 2016 by the Manitowoc Common Council, as authorized by Wis. Stat. §66.0615(1m)(b)1.

B. MAVCB is a Wisconsin non-stock corporation initially created on February 9, 1993 for the purposes of promoting tourism and economic development in Manitowoc, Wisconsin.

C. City of Manitowoc (hereinafter referred to as "MUNICIPALITY") collects room taxes pursuant to its Municipal Code and Wis. Stat. §66.0615. MUNICIPALITY currently imposes an 8% room tax and has since January 1, 2013.

D. MUNICIPALITY has a dedicated Department of Tourism branded as "Visit Manitowoc" (hereinafter referred to as "VISIT MANITOWOC").

ARTICLE I -
OBLIGATIONS OF PARTIES:

1. **Incorporation of Recitals.** The foregoing Recitals are mutually acknowledged to be true, correct and incorporated into this AGREEMENT.
2. **Funding of MAVCB.** In order to fund the obligations and extinguish the debts of the MAVCB, MANITOWOC agrees to contribute to the MAVCB a one-time initial lump sum of \$81,730.47 for tourism promotion and tourism development. Further, MANITOWOC shall, on an annual basis beginning June 1, 2025, and every June 1 thereafter while this AGREEMENT is in effect, issue payment to MAVCB in an annual amount of \$15,000.00. This annual payment to MAVCB is recognized by all parties as additional payment for tourism promotion and tourism development, satisfying MANITOWOC's obligation to enter into a contract with a tourism entity for tourism promotion and tourism development, as those terms are defined in Wis. Stat. 66.0615.
3. **Term.** This AGREEMENT shall take effect upon execution of the document and shall remain in effect through December 31, 2045. The PARTIES expressly acknowledge that this AGREEMENT shall be irrevocable, shall remain in full force and effect, and shall not be terminated on or before December 31, 2045 only and unless terminated prior to that date by the mutual consent of MANITOWOC and MAVCB or it shall be terminated if MUNICIPALITY is no longer statutorily allowed to collect room taxes.
4. **Services Provided to MANITOWOC.** MAVCB shall provide tourism promotion and tourism development, staff and services to MANITOWOC, as those terms are defined in Wis. Stat. 66.0615, as available.
5. **Organization.** On and after the effective date of this AGREEMENT, the MAVCB shall provide MANITOWOC with copies of any amendments or modifications to its corporate or organizational documents (By-Laws, Articles of Incorporation, and Corporate Borrowing Resolutions) that are adopted by the MAVCB Board, within 30 consecutive calendar days of adoption.
7. **Reporting.** The MAVCB shall present an accounting in each calendar year of this AGREEMENT to MANITOWOC. The accounting shall initially verify that all debts have been paid and, in subsequent years, beginning with calendar year 2026, it shall enumerate the amount of funds required for MAVCB to maintain its status as a corporation in the State of Wisconsin. The reports shall be submitted to MANITOWOC at least 45 days prior to the deadline for payment to the Wisconsin Department of Financial Institutions.
8. **Services to MANITOWOC.** MAVCB agrees that there shall be no additional charges or fees imposed on MANITOWOC for any MAVCB services rendered during the term

of this AGREEMENT unless such charges or fees are agreed to outside the scope of this AGREEMENT.

9. **Limitation of Authority.** The MAVCB agrees that it shall not, without the prior written consent of MANITOWOC:

- a. Acquire, consolidate or merge with or into any other organization or business entity; or
- b. Directly sponsor or operate any type of festival, celebration, business gathering or other event open to the general public at which more than 50 persons are likely to attend.

ARTICLE II -

DEFAULT AND TERMINATION OF AGREEMENT

1. **Default.** Upon execution of this AGREEMENT by the PARTIES and in the event any PARTY shall default in the performance of any of its obligations under the terms of this AGREEMENT, any non-defaulting PARTY may forward written notice to the defaulting PARTY outlining such default. The defaulting PARTY shall cure such default within 30 consecutive calendar days after the receipt of such notice pursuant to ARTICLE III, Section 3, except that the cure period shall be extended to a reasonable time to cure any default that cannot reasonably be cured within the 30-day period, provided that the defaulting PARTY has commenced to cure within the 30-day period and diligently pursues a cure at all times thereafter until the default is cured. If the defaulting PARTY shall fail or refuse to cure such default within the applicable cure period, the non-defaulting party shall be limited to the recovery of actual damages resulting from the default.

The non-defaulting PARTY may attempt to cure the default and shall be reimbursed by the defaulting PARTY for all reasonable, actual costs incurred in so doing, and the non-defaulting PARTY may take any action allowed by law or equity to enforce its rights, including, without limitation, obtaining injunctive relief, which the PARTIES recognize is an appropriate remedy since monetary damages may not be sufficient. In no case shall default be a cause for termination of this AGREEMENT and this AGREEMENT shall survive for the entirety of the Term.

2. **Termination of MAVCB and Disposition of Assets.** In the event the MAVCB ceases its operation for reasons including, but not limited to, the operation is no longer feasible, or the filing of a petition to take advantage of any insolvency law or a petition for reorganization, an assignment for the benefit of creditors, or for any other reason, then, prior to or concurrent with the date the MAVCB is no longer operational, all cash assets of the MAVCB shall be transferred to an account designated by MANITOWOC.

ARTICLE III -
OTHER PROVISIONS

1. **Approvals in Writing.** Whenever under this AGREEMENT approvals, authorizations, determinations, satisfactions or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized officer or agent of each of the PARTIES, and delivered to all other PARTIES to this AGREEMENT at the address specified in ARTICLE III, Section 3. Wherever any approval is required by the terms of this AGREEMENT, and request or application for such approval is duly made, such approval shall not be unreasonably withheld.
2. **Inspection of Records.** Pursuant to this AGREEMENT, MANITOWOC reserves the right to inspect and copy any and all records, contracts, financial statements, ledgers or written or electronic documents which relate to and are generated by the responsibilities and obligations of the MAVCB under the terms of this AGREEMENT. This right of inspection shall apply to not only those records and documents that are within the physical control and custody of the MAVCB but also any records, statements and documents that may be within the custody and control of third parties, or generated by third parties in the performance of the obligations and responsibilities hereunder.
3. **Notices and Demands.** A notice, demand or other communication under this AGREEMENT by any PARTY to any other PARTY shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the PARTY intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or delivered personally to:

City of Manitowoc Room Tax Commission
Attn: City Attorney
900 Quay Street
Manitowoc WI 54220

and

Manitowoc Area Visitor and Convention Bureau, Inc.
Attn: Board Chair/President
PO BOX 0966
Manitowoc WI 54221

Notice or demand given or made in any other manner shall be effective only if and when received by the PARTY intended and acknowledged by receipt. The above addresses may be changed at any time by the PARTIES by notice given in the manner provided above.

The PARTIES further agree that electronically reproduced signatures such as by facsimile transmission are valid for the original execution of this AGREEMENT, as well as any amendment or modification of this AGREEMENT, and that electronic transmission/facsimile is an authorized form of notice as that term is used in this AGREEMENT.

4. **No Liability.** MANITOWOC shall not have any obligation or liability to the MAVCB or any other party retained by MAVCB in the performance of the MAVCB obligations and responsibilities under the terms and conditions of this AGREEMENT. The MAVCB specifically agrees that no representations, statements, assurances, or guarantees will be made by the MAVCB to any third party, or by any third party, which is contrary to this provision.
5. **Severability.** If any provisions of this AGREEMENT are deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this AGREEMENT shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
6. **Entire Agreement.** This AGREEMENT is the entire agreement between the PARTIES with respect to the subject matter hereof, and can only be amended or modified in writing executed by MANITOWOC and MAVCB. Before any amendment or modification to this AGREEMENT shall become effective, it shall first require the approval by MANITOWOC and MAVCB.
7. **Successors and Assigns.** The terms of this AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, as well as their respective transferees, successors and assigns. Any transfer of any party's interest in this AGREEMENT shall not release the transferor from its obligations hereunder.
8. **Time of Essence.** Time is of the essence of this AGREEMENT and of every term, condition, or covenant to be performed by the PARTIES.
9. **Assignment.** No party to this AGREEMENT shall assign this AGREEMENT or any part of it, or its interest therein, without the prior written consent of MANITOWOC and MAVCB.
10. **Applicable Law.** This AGREEMENT shall be deemed to have been made in Manitowoc County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with, the law of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this AGREEMENT, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All PARTIES to this AGREEMENT hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
11. **Headings.** The section titles have been inserted in this AGREEMENT primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

12. **Pronouns.** Pronouns in this AGREEMENT (including, but not limited to, those referring to MANITOWOC and the MAVCB), importing any specific gender shall be interpreted to refer to corporations, partnerships, men and women, as the identity of the PARTIES hereto, or the PARTIES herein referred to, may require. Pronouns, verbs, and/or other words in this AGREEMENT importing the singular number shall be interpreted as plural, and plural words as singular, as the identity of the PARTIES hereto, or the PARTIES or objects herein referred to, may require.
13. **Integration and Conflicts.** If any provision of this AGREEMENT conflicts with any provision of agreements between the MAVCB and any other third party, the provisions of this AGREEMENT shall control.
14. **Relationship of PARTIES.** Nothing in this AGREEMENT nor any act of any of the PARTIES shall be deemed or construed to create any relationship of third-party beneficiary, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the PARTIES hereto.
15. **Construction.** MANITOWOC and the MAVCB have contributed to the drafting of this AGREEMENT. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this AGREEMENT or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any PARTY hereunder by virtue of that PARTY having drafted this AGREEMENT or any portion thereof.
16. **Representation and Warranties.** The PARTIES represent and warrant that at the time and date of execution of this AGREEMENT, the undersigned have the power, authority and legal right to execute and enter into this AGREEMENT, and to execute, enter into, and deliver all documents required to complete requirements contained in this AGREEMENT.
17. **Administrative Authority.** The following persons are designated as agents for MANITOWOC and the MAVCB, and are expressly authorized to implement on behalf of their respective cities and organizations, all terms and conditions of this AGREEMENT, unless this AGREEMENT requires the action of a different PARTY:

A. For MANITOWOC, its Chairperson or designee; and

B. For MAVCB, its Board President or designee.

The above referenced agents may be changed at any time by the PARTIES by notice given in the manner provided in ARTICLE III, Section 3.

18. **Counterparts.** This AGREEMENT may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

19. **Date.** This AGREEMENT shall be dated, and effective and binding as of the date of the last execution.

ROOM TAX COMMISSION OF CITY OF MANITOWOC

By: _____
Justin M. Nickels, Chairperson

Date

MANITOWOC AREA VISITOR AND CONVENTION BUREAU, INC.

By: Amy Meyer
Amy Meyer, Board President

5-19-25
Date