



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 9/27/2018 Meeting Date: 10/4/2018

Name: Paula Vann Department: Tourist Development

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "Paula Vann", is written over a light blue circular stamp.

1. Nature and purpose of agenda item:

Requesting approval of the 2018-2019 Smith Travel Research (STR) Contract.

2. Recommended Motion/Action:

Motion to approve the 2018-2019 Smith Travel Research Contract for \$8,540

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 107-5200-552.30-54 DUES & SUBSCRIPTIONS




971 West Duval Street, Suite 145
Post Office Box 1847
Lake City, Florida 32056-1847
(386) 758-1312
www.SpringsRUs.com

Memorandum

DATE: 9.25.2018

TO: David Kraus, Assistant County Manager

FROM: Paula Vann, Tourist Development Executive Director 

RE: Smith Travel Report (STR) Contract

The Columbia County TDC requests approval of the annual Smith Travel Report (STR) contract for \$8,540.

The Smith Travel Report (STR) is utilized by Destination Marketing Organizations (DMOs) to evaluate current trends and future trends in a specific market. This report provides data to assist Columbia County in its marketing plan and budget process, as it reveals peaks and downtimes for our travel market. The TDC can recognize if our trends are in line with the region and state, and evaluate where marketing efforts should be focused.

We are contracting to receive three reports for the 2018-2019 fiscal year: Multi-Segment Destination Report, Trend Report and an 18-month Market Forecast. The reports are outlined below.

Multi-Segment Destination Report (Monthly and Weekly)

Destination Reports provide occupancy, average daily rate (ADR) and revenue per available room (Rev Par) for our chosen regions, markets and selected sets. The reports are customized, allowing us to display key performance data for seven segments and time-frames. Additionally, we receive supply and demand data for these seven segments.

Trend Report (Monthly and Weekly)

A monthly Trend Report displays eighteen months (and current year-to-date) of historical monthly performance data including: occupancy, average daily rate (ADR), revenue per available room (Rev Par), supply and demand.

Market Forecast

Market Forecasts draw upon the complete historical data STR holds on the market, the supply pipeline, key hotel demand drivers (e.g. events), and economic indicators at the market, national and international level to project future performance. The report is updated and delivered one time-annually, providing up-to-date insight on the industry and an overview of the current economic conditions. Hotel Market Forecasts are the ultimate resource to project future performance of our market's key metrics.



September 13, 2018

Paula Vann
Columbia County Tourist Development
263 NW Lake City Avenue
Lake City, FL 32055

Paula:

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 (7 segments)	Monthly	10/1/18 – 9/30/19	\$1,890
TREND	Monthly	10/1/18 – 9/30/19	\$1,980
TREND	Weekly	10/1/18 – 9/30/19	\$1,980
Multi-Segment (7 segments)	Weekly	10/1/18 – 9/30/19	\$1,890
Custom Forecast	One-time	10/1/18 – 9/30/19	\$800
TOTAL			\$8,540

****Destination reports include 10% 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

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



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 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 Sep 13 2018 09:19:12

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: _____

By: _____

Title: _____

Date: _____

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 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.

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

2.2 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.

2.3 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.

2.4 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.

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.str.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.

STR Corporate Headquarters

735 East Main Street, Hendersonville, TN 37075 USA

T: +1 (615) 824 8664 www.str.com



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.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.

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

Signature

Date