

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Santa Fe** (the "City") and **Certified Folder Display Service, Inc.** (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. The contractor shall promote Santa Fe to New Mexico and the surrounding region by distributing our Santa Fe Travel Planners to over 1,500 visitor orientated brochure racks located in and around targeted cities in New Mexico, Texas, Oklahoma, Arizona, and Colorado.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Forty Four Thousand Eight Hundred Fifty One Dollars and Fifty One cents (\$44,851.51), inclusive of applicable gross receipts taxes as described in

Exhibit "A" attached hereto and incorporated herein. Payment for the optional 3 years of additional contract service shall not increase more than 2% each year subsequently.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective on July 1, 2018, and shall terminate on June 30th, 2019, unless sooner pursuant to Article 6 below. There will be an option to renew for up to three additional years.

6. TERMINATION

A. This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of

all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in

the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age,

religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

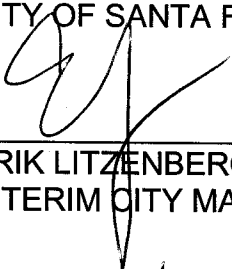
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
PO Box 909
Santa Fe, NM 87504-0909

Certified Folder Display Service, Inc.:
1120 Joshua Way
Vista, California 92081

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:



ERIK LITZENBERG,
INTERIM CITY MANAGER

DATE: 5/23/18

CONTRACTOR:

Certified Folder Display Ser., Inc.



BILL DEERING,
SENIOR VICE PRESIDENT

DATE: 5/29/18

CRS# 02044154001
City of Santa Fe Business
Registration # 18-00124182

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM 5/9
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

Kent DeYoung AM
KENT DEYOUNG INTERIM FINANCE DIRECTOR

22108.510310
Business Unit Line Item



CERTIFIED FOLDER DISPLAY SERVICE, INC. SALES/PERSON: 061300 - Jay Anderson

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

RENEWAL

REF: 18-0108830

FEDERAL TAX ID:

ADVERTISER ID: 127010

PO NUMBER:

SHIP TO:

ADVERTISER: Santa Fe CVB

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

CONTACT: Randy Randall

EMAIL: randy@santafenm.gov

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street

NEW ADDRESS:

ADDRESS2:

ADDRESS2:

CITY: Santa Fe

CITY: Santa Fe

STATE: NM

STATE: NM

ZIP: 87501

ZIP: 87501

PHONE: (505) 955-6209

FAX: (505) 955-6222

PHONE: (505) 955-6209

FAX: (505) 955-6222

INVENTORY ID NUMBER: 009270

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	GOVT	BACLOC	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 -Magazines	163	07/01/18	06/30/19	810.00	12	9,720.00	-1,458.00	-413.10	7,377.97
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/18	06/30/19	390.00	12	4,680.00	-702.00	-198.90	3,552.35
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/18	06/30/19	390.00	12	4,680.00	-702.00	-198.90	3,552.35
1-VM-12-SW/MO	Midland - Magazines	130	07/01/18	06/30/19	645.00	12	7,740.00	-1,161.00	-328.95	5,875.05
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/18	06/30/19	480.00	12	5,760.00	-864.00	-244.80	4,372.13
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/18	06/30/19	175.00	12	2,100.00	-315.00	-89.25	1,594.00
1-VM-11-CN/OKC	Oklahoma City - Modified	247	07/01/18	06/30/19	0.00	12	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/18	06/30/19	875.00	12	10,500.00	-1,575.00	-446.25	7,970.02
1-VM-11-SW/AR	Arlington -Modified	37	07/01/18	09/30/18	225.00	3	675.00	-101.25	-32.70	512.36
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magaz	241	07/01/18	06/30/19	135.00	12	1,620.00	-243.00	-68.85	1,229.66
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/18	02/28/19	860.00	8	6,880.00	-1,032.00	-292.40	5,222.26
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/18	02/28/19	270.00	8	2,160.00	-324.00	-91.80	1,639.55
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/18	06/30/19	205.00	9	1,845.00	-276.75	-78.41	1,400.45
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico	1	07/01/18	06/30/19	0.00	12	0.00	0.00	0.00	0.00

EXHIBIT A



CERTIFIED
FOLDER DISPLAY
SERVICE, INC.
SALESPERSON: 061300 - Jay Anderson

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

RENEWAL

REF: 18-0108830

FEDERAL TAX ID:

ADVERTISER ID: 127010

PO NUMBER:

SHIP TO:

ADVERTISER: Santa Fe CVB

BILL TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

CONTACT: Randy Randall

EMAIL: rrandy@santefenn.gov

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street

ADDRESS1: 201 West Marcy Street

ADDRESS2: ☐

NEW ADDRESS: ☐

CITY: Santa Fe

CITY: Santa Fe

STATE: NM ZIP: 87501

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

PHONE: (505) 955-6209 FAX: (505) 955-6222

NAME OF BROCHURE / PUBLICATION:

Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE DISTRIBUTION PROGRAM AREA

#SITES START DATE END DATE

#MONTHS MONTHLY FEE

GROSS FEE

OVERLAP GOVT

BACKLOG

NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

Print Date: May 07, 2018 at 11:42 AM

White Copy - Corporate Yellow Copy - Advertiser Pink Copy - Salesperson

Page: 2 of 2

CF070DIS rev. 10/29/16

TOTAL NET FEE: 44,298.15
APPLICABLE SALES TAX: 553.35
TOTAL FEE: 44,851.50

MONTHLY BILLING SCHEDULE (including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	4,034.91	Jul	4,034.91	Aug	4,034.90	Sept	4,019.73	Oct	4,019.73	Nov	4,019.73
Dec	4,019.73	Jan	4,019.78	Feb	3,162.01	Mar	3,162.01	Apr	3,162.01	May	3,162.02

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL NET FEE: 44,298.15

SUBTOTAL: 44,298.15
APPLICABLE SALES TAX: 553.35
TOTAL FEE: 44,851.50

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.



CERTIFIED
FOLDER DISPLAY
SERVICE, INC.
PERSON: 061300 - Jay Anderson

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

RENEWAL

REF: 18-0108829

FEDERAL TAX ID:

ADVERTISER ID: 127010

PO NUMBER:

SHIP TO:

ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santafenm.gov

ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street

ADDRESS1: 201 West Marcy Street

NAME OF BROCHURE / PUBLICATION:

Santa Fe Travel Planner

ADDRESS2:

ADDRESS2:

CITY:

CITY:

STATE:

STATE:

ZIP: 87501

ZIP: 87501

PHONE:

PHONE: (505) 955-6209

FAX: (505) 955-6222

FAX: (505) 955-6222

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER/IN	GOVT	BACKLOG	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 - Magazines	163	07/01/19	06/30/20	810.00	12	9,720.00	-1,292.76	-421.36	-480.35	7,525.53
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/19	06/30/20	390.00	12	4,680.00	-622.44	-202.88	-231.28	3,623.40
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/19	06/30/20	390.00	12	4,680.00	-622.44	-202.88	-231.28	3,623.40
1-VM-12-SW/MO	Midland - Magazines	130	07/01/19	06/30/20	645.00	12	7,740.00	-1,029.42	-335.53	-382.50	5,992.55
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/19	06/30/20	480.00	12	5,760.00	-766.08	-249.70	-284.65	4,459.57
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/19	06/30/20	175.00	12	2,100.00	-279.30	-91.04	-103.78	1,625.89
1-VM-11-CN/OKC	Oklahoma City - Modified	247	07/01/19	06/30/20	875.00	12	10,500.00	-1,396.50	-455.18	-518.90	8,129.43
1-VM-12-R/D	Denver - Magazines	37	07/01/19	09/30/19	225.00	3	675.00	-89.78	-29.26	-33.36	522.61
1-VM-11-SW/AR	Arlington - Modified	241	07/01/19	06/30/20	135.00	12	1,620.00	-215.46	-70.23	-80.06	1,254.25
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	241	07/01/19	02/29/20	860.00	8	6,880.00	-915.04	-298.25	-340.00	5,326.71
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	52	07/01/19	02/29/20	270.00	8	2,160.00	-287.28	-93.64	-106.74	1,672.34
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	39	10/01/19	06/30/20	205.00	9	1,845.00	-245.39	-79.98	-91.18	1,428.46
1-CI-12-SW/DAL	Dallas Corporate - Magazines	1	07/01/19	06/30/20	0.00	12	0.00	0.00	0.00	0.00	0.00
2-VT-TB-SW/NM	V Tips Top Banner Ad - New Mexico										



CERTIFIED
FOLDER DISPLAY
SERVICE, INC.
PERSON: 061300 - Jay Anderson

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RENEWAL

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PO NUMBER:
NEW ADDRESS:
INVENTORY ID NUMBER: 009270
We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

DATE: 05/07/2018 CONTRACT: 18-0108825 REV: 00001

START DATE: 07/01/2019 END DATE: 06/30/2020

#SITES START DATE END DATE MONTHLY FEE #MONTHS GROSS FEE GOVT BACKLOC NET FEE

DISTRIBUTION PROGRAM AREA

COMMENTS/SPECIAL INSTRUCTIONS:

APPROVED BY (Certified Folder Display corporate office)

Signature: _____ Name (print): _____ Title: _____

Date: _____

Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

APPROVED BY ADVERTISER

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____

Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____

Date: _____

Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

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Name (print): _____

Title: _____

Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____

Date: _____

Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

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Your Signature: _____

Name (print): _____

Title: _____

Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____

Date: _____

Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

APPROVED BY ADVERTISER

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Your Signature: _____

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Date: _____

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Title: _____

Date: _____

Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

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Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

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Title: _____

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Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

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Name (print): _____

Title: _____

Date: _____

Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

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Name (print): _____

Title: _____

Date: _____

Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

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Date: _____

Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

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Date: _____

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Signature: _____

Name (print): _____

Title: _____

Date: _____

Print Date: May 07, 2018 at 11:33 AM

White Card - Corporate Yellow Card - Advertiser Pink Card - Salesperson

Page: 2 of 2

CF07001S rev. 10/29/16

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Your Signature: _____

Name (print): _____

Title: _____

Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____



CERTIFIED
FOLDER DISPLAY
SERVICE, INC.
SINGLE PERSON: 061300 - Jay Anderson

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 722-5100 fax (760) 722-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

RENEWAL

FEDERAL TAX ID: REF: 18-0108825

DATE: 05/07/2018
CONTACT: 18-0108829 REV: 00001
START DATE: 07/01/2020
END DATE: 06/30/2021

NAME OF BROCHURE / PUBLICATION:
Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

ADVERTISER ID: 127010
SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santafenm.gov
ADDRESS1: 201 West Marcy Street
ADDRESS2: ☐
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222
NEW ADDRESS:
ADDRESS1: 201 West Marcy Street
ADDRESS2: ☐
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222
WEB SITE: santafe.org
CONTACT: Randy Randall
ADVERTISER: Santa Fe CVB
FEDERAL TAX ID: REF: 18-0108825

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVERLAP	GOVT	RACKLOC	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 - Magazines	163	07/01/20	06/30/21	810.00	12	9,720.00	-1,215.00	-425.25	-403.99	7,675.76
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/20	06/30/21	390.00	12	4,680.00	-585.00	-204.75	-194.51	3,695.74
1-VM-12-SW/ILU	Lubbock - Magazines	80	07/01/20	06/30/21	390.00	12	4,680.00	-585.00	-204.75	-194.51	3,695.74
1-VM-12-SW/MO	Midland - Magazines	130	07/01/20	06/30/21	645.00	12	7,740.00	-967.50	-338.63	-321.69	6,112.18
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/20	06/30/21	480.00	12	5,760.00	-720.00	-252.00	-239.40	4,548.60
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/20	06/30/21	175.00	12	2,100.00	-262.50	-91.88	-87.28	1,658.34
1-VM-11-CN/OKC	Oklahoma City - Modified	247	07/01/20	06/30/21	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/20	06/30/21	875.00	12	10,500.00	-1,312.50	-459.38	-436.41	8,291.72
1-VM-11-SW/AR	Arlington - Modified	37	07/01/20	09/30/20	225.00	3	675.00	-84.38	-29.53	-28.05	533.04
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	37	07/01/20	06/30/21	135.00	12	1,620.00	-202.50	-70.88	-67.33	1,279.29
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/20	02/28/21	860.00	8	6,880.00	-860.00	-301.00	-285.95	5,433.05
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/20	02/28/21	270.00	8	2,160.00	-270.00	-94.50	-89.78	1,705.72
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/20	06/30/21	205.00	9	1,845.00	-230.63	-80.72	-76.68	1,456.97
2-VT-TB-SW/NM	V Tips Top Banner Ad - New Mexico	1	07/01/20	06/30/21	0.00	12	0.00	0.00	0.00	0.00	0.00



CERTIFIED
FOLDER DISPLAY
SERVICE, INC.
SINCE 1982

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

RENEWAL

REF: 18-0108825

FEDERAL TAX ID:

ADVERTISER ID: 127010

PO NUMBER:

SHIP TO:

ADVERTISER: Santa Fe CVB

ADVERTISER:

CONTACT: Randy Randall, Executive Director

CONTACT: Randy Randall

EMAIL: rrandy@santafenm.gov

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street

ADDRESS1: 201 West Marcy Street

ADDRESS2:

ADDRESS2:

CITY:

Santa Fe

CITY: Santa Fe

STATE:

NM

STATE: NM

ZIP: 87501

ZIP: 87501

PHONE: (505) 955-6209

FAX: (505) 955-6222

PHONE: (505) 955-6209

FAX: (505) 955-6222

CODE

DISTRIBUTION PROGRAM AREA

#SITES

START DATE

END DATE

MONTHLY FEE

#MONTHS

GROSS FEE

GOVT

BACKLOC

NET FEE

DATE: 05/07/2018

CONTRACT: 18-0108829

REV: 00001

START DATE: 07/01/2020

END DATE: 06/30/2021

NAME OF BROCHURE / PUBLICATION:

Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

COMMENTS/SPECIAL INSTRUCTIONS:

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____

Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____

Date: _____

Print Date: May 07, 2018 at 11:36 AM

White Copy - Corporate

Yellow Copy - Advertiser

Pink Copy - Salesperson

Page: 2 of 2

CF070DIS rev. 10/29/16

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Month	Jun	Jul	Aug	Sept	Oct	Nov
Amount	4,197.80	4,197.80	4,197.80	4,182.01	4,182.01	4,182.01
Month	Dec	Jan	Feb	Mar	Apr	May
Amount	4,182.01	4,181.98	3,289.66	3,289.66	3,289.66	3,289.39

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one)

☐ Yes

☐ No

(0.00% on all applicable programs)

0.00

SUBTOTAL: 46,086.15

APPLICABLE SALES TAX: 575.68

TOTAL NET FEE: 46,661.83

TOTAL NET FEE: 46,086.15

APPLICABLE SALES TAX: 575.68

TOTAL FEE: 46,661.83

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

TOTAL NET FEE: 46,086.15



CERTIFIED FOLDER DISPLAY SERVICE, INC. SINCE 1990

SALESPERSON: 061300 - Jay Anderson

ADVERTISER ID: 127010

SHIP TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

EMAIL: randy@santafenm.gov

ADDRESS1: 201 West Marcy Street

ADDRESS2: ☐

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:

REF: 18-0108829

PO NUMBER:

BILL TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street

ADDRESS2: ☐

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

DATE: 05/07/2018

CONTRACT: 18-0108833

START DATE: 07/01/2021

END DATE: 06/30/2022

REV: 00001

NAME OF BROCHURE / PUBLICATION:

Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

DISTRIBUTION PROGRAM AREA				#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER/UNDER	GOVT	BACLOC	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 - Magazines			163	07/01/21	06/30/22	810.00	12	9,720.00	-1,044.90	-433.76	-412.07	7,829.28
1-VM-12-SW/AM	Amarillo - Magazines			78	07/01/21	06/30/22	390.00	12	4,680.00	-503.10	-208.85	-198.40	3,769.65
1-VM-12-SW/LU	Lubbock - Magazines			80	07/01/21	06/30/22	390.00	12	4,680.00	-503.10	-208.85	-198.40	3,769.65
1-VM-12-SW/MO	Midland - Magazines			130	07/01/21	06/30/22	645.00	12	7,740.00	-832.05	-345.40	-328.13	6,234.42
1-VM-12-SW/EP	El Paso Area - Magazines			114	07/01/21	06/30/22	480.00	12	5,760.00	-619.20	-257.04	-244.19	4,639.57
1-CI-12-SW/HO	Houston-Corporate-Magazines			36	07/01/21	06/30/22	175.00	12	2,100.00	-225.75	-93.71	-89.03	1,691.51
1-VM-11-CN/OKC	Oklahoma City - Modified			07/01/21	06/30/22	0.00	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines			247	07/01/21	06/30/22	875.00	12	10,500.00	-1,128.75	-468.56	-445.13	8,457.55
1-VM-11-SW/AR	Arlington - Modified			07/01/21	09/30/21	225.00	225.00	3	675.00	-72.56	-30.12	-28.62	543.70
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazines			37	07/01/21	06/30/22	135.00	12	1,620.00	-174.15	-72.29	-68.68	1,304.88
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines			241	07/01/21	02/28/22	860.00	8	6,880.00	-739.60	-307.02	-291.67	5,541.71
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines			52	07/01/21	02/28/22	270.00	8	2,160.00	-232.20	-96.39	-91.57	1,739.84
1-CI-12-SW/DAL	Dallas Corporate - Magazines			39	10/01/21	06/30/22	205.00	9	1,845.00	-198.34	-82.33	-78.22	1,486.11
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico			1	07/01/21	06/30/22	0.00	12	0.00	0.00	0.00	0.00	0.00



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PO NUMBER:

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PHONE: (505) 955-6209 FAX: (505) 955-6222

REF: 18-0108829

DISTRIBUTION SERVICE AGREEMENT

RENEWAL

DATE: 05/07/2018

CONTRACT: 18-0108833 REV: 00001

START DATE: 07/01/2021

END DATE: 06/30/2022

NAME OF BROCHURE / PUBLICATION:

Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

DISTRIBUTION PROGRAM AREA

CODE

#SITES START DATE END DATE

MONTHLY FEE #MONTHS

GROSS FEE

OVERLAP

GOVT

RACELC

NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

APPROVED BY ADVERTISER

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

Print Date: May 07, 2018 at 12:53 PM

All fees billed 30 days in advance of service
While Copy - Corporate Yellow Copy - Advertiser Pink Copy - Salesperson

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	4,281.74	Jul	4,281.74	Aug	4,281.75	Sept	4,265.63	Oct	4,265.63	Nov	4,265.63
Dec	4,265.63	Jan	4,265.66	Feb	3,355.44	Mar	3,355.44	Apr	3,355.44	May	3,355.30

PREPAID OPTION

PREPAYMENT DISCOUNT (Please check one)

☐ Yes

☐ No

(0.00% on all applicable programs)

0.00

SUBTOTAL: 47,007.87

APPLICABLE SALES TAX: 587.20

TOTAL NET FEE: 47,595.07

TOTAL NET FEE: 47,007.87

APPLICABLE SALES TAX: 587.20

TOTAL FEE: 47,595.07

TERMS: The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

TOTAL NET FEE: 47,007.87