




# City of Santa Fe, New Mexico

## Memorandum



**DATE:** December 1, 2020

**TO:** Jarel LaPan Hill, City Manager  
Mary McCoy, Finance Department Director  
Fran Duaway, Chief Procurement Officer

**FROM:** Randy Randall, TSF Executive Director  RR

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**ITEM AND ISSUE:**

Request for the approval of service contract in the Total Amount of \$20,000 (over a four year term) for software services. Vendor: VRMarket Data, LLC, dba: Key Data; Attn: Dan Leifeld, Business Development Manager, [daniel@keydatadashboard.com](mailto:daniel@keydatadashboard.com), 970-492-5998. Note: No Santa Fe Business License should be required as this is for Software services only and will not do business in Santa Fe.

**BACKGROUND AND SUMMARY:**

Software services for the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data for a TSF Marketing geographic s.

**PROCUREMENT METHOD:**

Procurement method: Small Purchase

**CONTRACT NUMBER:**

The FY20 Munis contract number is 3202441.

**FUNDING SOURCE:**

Fund Name/Number: SFCONVCTR/Fund 520

Munis Org Name/Number: Visit Santa Fe/2130521

Munis Object Name/Number: Software/530710

*Note: the first year of service (\$6,000 is utilizing CARES Funding)*

**ACTION REQUESTED:**

TOURISM Santa Fe, SFCCC respectfully requests your review and approval.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202441

Contractor: VRMarket dba: Key Data

Description: Software platform for TSF data and reports

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 12/1/20

Term End Date: 12/2/2024

☐ Approved by Council

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

**Contract / Lease: 4 year = 20,000 total**

Amendment # N/A to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council

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

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
N/A

### 3. Procurement History:

Shirley Spencer  
From: C:\Users\spencer\Documents\2020\12\4\2020\_12\_4\_11:54 MST

Purchasing Officer Review:

Dec 4, 2020

Date:

Comment & Exceptions: \_\_\_\_\_

4. **Funding Source:** Software CARES20TSF-VIRTUAL FY21 6K

Alexis Lotero  
From: C:\Users\lotero\Documents\2020\12\4\2020\_12\_4\_11:54 MST

Budget Officer Approval:

**Org / Object:** 2130521-530710

Dec 4, 2020

Date:

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Shirley Spencer

Phone # 505-955-6208

Email: sjspencer@santafenm.gov

To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

# CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: VRMarket dba: Key Data

Procurement Title: Software Platform

Other Methods: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Exempt ☐ Other ☐ Small Purchase

Department Requesting/Staff Member Shirley Spencer

## Procurement Requirements:

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .*

## REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Shirley Spencer, Administrative Manager  
Department Rep Printed Name and Title

Shirley Spencer, Administrative Manager  
Department Rep Signature attesting that all information included

Frank Dunsaway (D40 2, 2020 11:54 MST)

Purchasing Officer attesting that all information is reviewed

## REQUIRED DOCUMENTS FOR OTHER METHOD FILE\*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all Sole Source submittals

\*

☐ ☒ Other: \_\_\_\_\_

**AWARD\***

YES N/A

☐ ☒ Fully executed Memo to Committees from the Department with recommendation of award  
☐ ☒ Other: \_\_\_\_\_

**CONTRACT\***

YES N/A

☒ ☐ Copy of Executed Contract  
☐ ☒ Copy of all documentation presented to the Committees  
☐ ☒ Finalized Council Committee Minutes  
☐ ☒ Other: \_\_\_\_\_

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

Shirley Spencer, Administrative Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included





## DATA LICENSE AND SERVICE AGREEMENT

This Data License and Service Agreement ("Agreement") is entered into by and between You and VRMarket Data, LLC, d/b/a Key Data, a Colorado limited liability company with an address at 790 N. County Hwy 393 Bldg. 3 Unit B, Santa Rosa Beach, FL 32459 ("Key Data"). "You" or "Customer" means the party listed on the signature page hereto. The person signing on behalf of Customer represents he or she has the authority to agree to this Agreement for Customer. This Agreement is effective as of the date executed by Key Data as indicated on the signature page below ("Effective Date"). The parties hereby agree and acknowledge:

### 1. Definitions.

"Authorized Internal Users" shall mean employees, officers, and directors of Customer or independent contractor accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors of Customer who have been issued a User ID by Customer and have accepted the Terms & Conditions.

"KD Data Set" shall mean the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data for a particular geographic area made available through the Key Data Services and licensed to Customer.

"Key Data Data" shall mean the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data made available through the Key Data Services. Key Data Data specifically includes, but is not limited to, the KD Data Set.

"Key Data Services" shall mean the services and software provided by Key Data for business intelligence, analytics, and benchmarking of key performance indicators and marketing data, including access to and use of Key Data's website <https://data.keydatadashboard.com/> and any other linked pages, features, content, or application services or mobile applications offered.

"Reporting Parties" shall mean lodging providers that provide raw reservation and guest data to Key Data for use in calculating, aggregating, and compiling the Key Data Data provided as part of Key Data Services.

2. Term. This Agreement begins on the Effective Date and shall continue for a period of twelve (12) months ("Initial Term").

3. Privacy. Key Data respects the privacy of our customers' information and will follow the terms of our Privacy Policy, as the same may be modified from time to time, as set forth at:

<https://pm.keydatadashboard.com/privacy>

4. Terms and Conditions to Use. The Key Data Services and Key Data Data are owned and operated by Key Data. The Key Data Services and Key Data Data may only be used in accordance with the terms of this Agreement and all the terms and conditions published at <https://keydatadashboard.com/terms>, as the same may be modified from time to time. ("Terms & Conditions").

5. License. Key Data hereby grants to Customer, during the Term of this Agreement, a revocable, non-exclusive, non-transferable, non-sublicensable license to allow its Authorized Internal Users to use and access the KD Data Set identified in Exhibit A and the Key Data Services subject to and in accordance with the terms of this Agreement and our Terms & Conditions. Key Data may revoke the license if Customer or any of its Authorized Internal Users is in breach of this Agreement or the Terms & Conditions. Nothing in this Agreement shall be interpreted to give Customer or any of its Authorized Internal Users any right to access or use any Key Data Data other than the KD Data Set identified on Exhibit A for which Customer has paid.

6. Authorized Internal Users and Users IDs. Key Data will issue Customer unique administrative log-in credentials ("Admin ID") to gain and control access to the Key Data Services and Key Data Data by its Authorized Internal Users. Using its Admin ID, Customer will issue a unique User ID for each Authorized Internal User it desires to have access to the Key Data Services and Key Data Data after determining such user qualifies as an Authorized Internal User. Customer will: (a) not allow any non-employee of Customer to use its Admin ID; (b) not allow any Authorized Internal User to use another's User ID; (c) protect the confidentiality of the Admin ID and notify Key Data if the security or integrity of the Admin ID or any User ID has been compromised; (d) remain responsible for all obligations under this Agreement arising in connection with its Authorized Internal Users' use of the Key Data Service and Key Data Data; and (e) be liable for any act or omission by any of its Authorized Internal Users, which, if performed or omitted by Customer, would be a breach of this Agreement.

7. Limitations on Use of Key Data Data. Except as specifically permitted in Exhibit B attached hereto, which may be amended from time to time, or as expressly permitted in writing by Key Data, the Key Data Services and Key Data Data may only be accessed, used, downloaded, manipulated, extracted, republished, or distributed for Customer's internal business use by Authorized Internal Users. Customer's stakeholders, partners, and members, including member lodging partners, are NOT considered Authorized Internal Users. Customer shall be liable for any breach of this Agreement or the Terms & Conditions by its Authorized Internal Users. If Customer republishes any Key Data Data in any form, internally or subject to an additional written agreement with Key Data, Key Data must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: COPYRIGHT KEY DATA, LLC (year). REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEY DATA IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with all graphs, charts or tables derived from Key Data Data. Any other use, distribution, or republication of the Key Data Data is strictly prohibited.

8. Financial Terms. Customer will pay the license fees listed in Exhibit A attached hereto in accordance with the policies and schedules stated therein.

9. Billing Information. Customer shall provide Key Data with accurate and complete billing information. Customer acknowledges and agrees that any bank account, credit card, or related billing payment information provided to Key Data will be used by our payment processors and/or credit agencies solely for the purpose of effecting payment to Key Data and servicing your account. Key Data is not responsible for any additional charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Key Data.

10. Termination. If Customer fails to make payments when due under this Agreement, Key Data may terminate this Agreement twenty (20) days after payment was due with written notice to Customer. Key Data may terminate this Agreement immediately with written notice to Customer if Customer or any Authorized Internal User violates the scope of or any restriction on the license under this Agreement, the Terms & Conditions, or Customer's obligations hereunder with respect to Confidential Information.

11. Confidential Information. "Confidential Information" means: (i) information of or relating to Customer or Key Data, that is competitively sensitive material not generally known to the public, including without limitation, information that relates to past, present or future research and development, trade secrets, products and services, pricing, marketing, financial matters, or business affairs,

systems, networks, computer equipment and software proprietary to or licensed by a party, including without limitation, object or source code, custom software modifications, software documentation and training aids, and all data, code, techniques, algorithms, methods, logic, architecture, and designs embodied or incorporated therein; (ii) the Key Data Service and Key Data Data; and (iii) the terms and content of this Agreement, including without limitation, pricing. Confidential Information shall not be disclosed to any third parties unless expressly permitted in this Agreement or by written consent of the non-disclosing party. Neither party obtains title to or an ownership interest in the other party's Confidential Information. Confidential Information shall be confidential, irrespective of whether it is expressly designated as confidential. Each party will use the same means to protect Confidential Information as it uses to protect its own confidential information, but in any event no less than reasonable means.

Nothing stated in this Agreement will prevent either party from disclosing the other party's Confidential Information which is: (i) already known by the recipient party without violating an obligation of confidentiality; (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party; (iii) received from a third party not subject to an obligation of confidentiality; (iv) independently developed; (v) approved in writing by the other party for disclosure; or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the party being compelled to disclose notifies the other party within a time period reasonable enough to allow the other Party an opportunity to object to the disclosure. These confidentiality provisions set forth in this agreement shall survive termination of this Agreement.

12. Warranties and Disclaimers. Customer acknowledges the Key Data Data is generated from information received from Reporting Parties and/or via an API from their software providers. Key Data uses its best efforts to insure the information provided to Customer, including the aggregated data therein, is accurate and complete. However, Key Data does not have control over and takes no responsibility for the accuracy and validity of the "raw" data provided by Reporting Parties. Customer also acknowledges the Key Data Services may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, data hosting interruptions, or other disruptions. THE KEY DATA SERVICES AND KEY DATA DATA ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT ANY WARRANTY. ALL WARRANTIES ARE DISCLAIMED EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR RESULT, AND NONINFRINGEMENT. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF

THE SERVICES TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES OR DATA. KEY DATA DOES NOT WARRANT THE SERVICES OR DATA WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

13. Limitations of Liability. IN NO EVENT WILL KEY DATA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES OR DATA PROVIDED BY KEY DATA HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR DATA. THE TOTAL LIABILITY, IF ANY, OF KEY DATA IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES AND DATA PROVIDED HEREUNDER, SHALL BE LIMITED TO THE LESSER OF: (A) CUSTOMER'S DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID BY CUSTOMER TO KEY DATA IN THE MOST RECENT TWELVE (12) MONTH PERIOD.

14. Proprietary Software Restrictions. Customer agrees and acknowledges the Key Data Services and Key Data Data are proprietary to Key Data. Key Data will remain the sole owner of all right, title, and interest in the Key Data Services and Key Data Data. Except as specifically permitted herein Customer will not, in whole or in part, (a) copy the Key Data Services; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the Key Data Services except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the Key Data Services or Key Data Data to third parties; or (d) permit access to the Key Data Services or Key Data Data to anyone other than Authorized Internal Users.

15. Governing Law, Forum Selection, Attorneys Fees, and Waiver of Jury Trial. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New Mexico, without regard to the principles of conflicts of laws. The United States District Court for the Santa Fe County, New Mexico shall have exclusive jurisdiction and be the exclusive venue for any dispute arising out of this Agreement or the course of conduct between the parties. The parties hereby submit to the personal jurisdiction of these Courts. If any legal

proceeding is commenced to interpret or enforce this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees and costs, including the fees and costs expended in determining entitlement to and the amount of such fees and costs. Nothing herein is intended to serve as a waiver of sovereign immunity by Customer to which sovereign immunity applies. Nothing herein shall be construed as consent by Customer to be sued by third parties in any matter arising out of any contract.

16. Miscellaneous. All notices in connection with this Agreement shall be in writing and deemed given when delivered to the email addresses below, or the next business day after deposit for overnight delivery with a nationally recognized overnight carrier, or three (3) business days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address below or such other address as such party last provided to the other by written notice. Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other. This Agreement and the rights, obligations and licenses herein, shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, permitted assigns, and personal representatives. You shall not assign this Agreement in whole or part without the prior written consent of Key Data. This Agreement contains the entire understanding of the parties regarding the subject matter hereof and supersedes all other agreements and understandings, whether oral or written. This Agreement may not be amended except in a writing signed by both parties, except that Key Data may amend this Agreement by providing written notice to Customer, provided that if such amendment adversely effects Customer under this Agreement, Customer may terminate this Agreement by providing written notice to Key Data within 15 days of the notice of such amendment. Any waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

17. Counterparts and Signatures. This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, an electronic copy of a party's signature, or an electronic signature of a party shall be sufficient to bind such party.

#### 18. INDEMNIFICATION

KEY DATA shall indemnify, hold harmless and defend the CUSTOMER 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 KEY DATA's performance under this Agreement as well as the performance of KEY DATA's employees, agents, representatives and subcontractor.

19. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the CUSTOMER 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 CUSTOMER 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.

20. APPLICABLE LAW; CHOICE OF LAW; VENUE

KEY DATA shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the CUSTOMER of Santa Fe.

21. APPROPRIATIONS

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

22. RELEASE

KEY DATA, upon acceptance of final payment of the amount due under this Agreement, releases the CUSTOMER, its officers and employees, from all liabilities, claims, and obligations except those set forth in this Agreement. KEY DATA agrees not to purport to bind the CUSTOMER to any obligation not assumed herein by the CUSTOMER unless KEY DATA has express written authority to do so, and then only within the strict limits of that authority.

23. INSURANCE

KEY DATA 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. KEY DATA shall furnish the CUSTOMER with proof of insurance of KEY DATA's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

24. 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 CUSTOMER and the KEY DATA. 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.

25. 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.



IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as of the date first written below.

CUSTOMER: CITY OF SANTA FE

By: Jarel LaPan Hill  
Jarel LaPan Hill (Dec 8, 2020 11:06 MST)

Name: Jarel LaPan Hill

Title: Jarel Lapan Hill, City Manager

Date: Dec 8, 2020

Address: P.O Box 909, Santa Fe, NM 87504

VRMarket Data, LLC

DocuSigned by:  
By: Dan Leifeld  
6024DB79CE09431...

Name: Dan Leifeld

Title: Business Development Manager

Date: 11/24/2020

Business Licence not required

Attest:

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk

City Attorney's Office: XIV  
Marcos Martinez  
Marcos Martinez (Nov 24, 2020 15:25 MST)

Senior Assistant City Attorney

Approved for Finances:

Mary McCoy  
Mary McCoy, Finance Director

## EXHIBIT A

### PAYMENT AND ADDITIONAL TERMS

Customer will pay the following fees on the following terms pursuant to the Data License and Service Agreement:

**Implementation and Setup Fees:**

Onboarding service includes training and assistance

\$ Waived

**Key Data – AirBnB and VRBO Data**

\$ Included

**Key Data Service Annual License and Subscription Fee:**

**\$6,000 Year One**

Customer will have the option of  
renewing each year for three years at  
the following levels:

Year two: \$4,000

Year three: \$5,000

Year four: \$5,000

Access to the Key Data Services and following KD Data Set(s):

Santa Fe

**Additional KD Data Set(s)** may be purchased at a cost of \$2,500 per county per year. Any additionally purchased KD Data Set(s) are strictly for internal use only and may not be republished or distributed outside of Customer's organization. Additional KD Data Set(s):

Choose one additional market for free. More Additional Markets will be \$1,000 annually.

Total additional Markets \$ 0

**Total Annual Fee:** \$ 6,000

#### Payment Terms

The Implementation Fees and Annual License and Subscription Fee shall be charged to Customer immediately upon execution of this Agreement. Access to the Key Data Services and KD Data Set will be provided upon the processing of payment hereunder. Payments will increase by 3% on an annual basis. If Customer fails to pay any charges when due, Key Data may charge interest at 1.5% per month on any outstanding balance.

**Co-Marketing:** Customer will assist Key Data in marketing its services throughout the term of this Agreement. Marketing efforts include, but are not limited to an email to property managers in the County approved by both parties announcing the partnership, and at least one joint industry webinar with property managers in the Customers market annually.

Customer Initials: DS

Key Data Initials: DL

## EXHIBIT B

### REPUBLICATION RIGHTS AND RESTRICTIONS

1. **General Restrictions.** Except as specifically permitted in this Exhibit B, the Key Data Services and Key Data Data may only be accessed, used, downloaded, manipulated, extracted, republished, or distributed for Customer's internal business use by Authorized Internal Users. "Authorized Internal Users" are defined as employees, officers, and directors of Customer or independent contractor accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors of Customer who have been issued a User ID by Customer and have accepted the Terms & Conditions. Customer's stakeholders, partners, and members, including member lodging partners, are NOT considered Authorized Internal Users.
2. **Permitted Exceptions.** During the Term of this Agreement, Customer is specifically authorized to republish the Key Data Data on Customer's website and in emails and newsletters subject to the following restrictions:
  - a. Published data may include Occupancy, ADR, and RevPar reported by month for the historical 12 months;
  - b. Customer shall update the data each month; old data shall be replaced with new figures for the previously reported twelve months. For example, published data showing performance for the months of October '17 to October '18, would be replaced with data showing same figures for the months of November '17 to November '18;
  - c. Customer shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website; and
  - d. All forecasts or projections that include or are derived from Key Data Data shall be clearly and conspicuously identified as forecasts or projections of Customer, and not Key Data.
3. **Acknowledgment and Restriction on Downstream Use.**
  - a. Prior to using any Key Data Data in its publications, advertising, or marketing efforts as authorized herein, Customer agrees to provide Key Data with a copy of the proposed publication for approval by Key Data. Copies of all publications, whether they be electronic or hard copy, containing Key Data Data must be emailed to [info@keydatadashboard.com](mailto:info@keydatadashboard.com). Key Data and Customer further agree that Key Data has the right to amend or change the publication to the extent Key Data believes it is reasonably necessary to comply with the terms and conditions hereof.
  - b. If Customer republishes any Key Data Data in any form, Key Data must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: COPYRIGHT KEY DATA, LLC (year). REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEY DATA IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with all graphs, charts or tables derived from Key Data Data.

Customer Initials: \_\_\_\_\_

Key Data Initials: \_\_\_\_\_

DS  
DL

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>VRMarket Data, LLC</b>	
2 Business name/disregarded entity name, if different from above <b>d/b/a Key Data</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. <b>790 N. Co. Hwy 393, Unit 3B</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Santa Rosa Beach, FL 32459</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
8	1	-	4	3	9	8	6	8 2

## Part II Certification

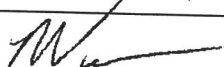
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ►

1-1-19

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





VRMADAT-01

PSPIVEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2020

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).

PRODUCER  
The Prewitt Group  
2146 Highland Avenue South  
Birmingham, AL 35205

CONTACT NAME:  
PHONE (A/C, No, Ext): (205) 933-9207 FAX (A/C, No): (205) 930-0450  
E-MAIL ADDRESS:

INSURED

VRMarket Data, LLC dba Key Data  
790 N County Highway 393  
#B3  
Santa Rosa Beach, FL 32459

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			21SBMAJ3GJU	11/6/2020	11/6/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is listed as Additional Insured per written contract subject to policy terms and conditions.

## CERTIFICATE HOLDER

City of Santa  
TOURISM SF Department  
PO Box 909  
Santa Fe, NM 87504

## CANCELLATION

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

**Signature:** Xavier Vigil  
Xavier Vigil (Dec 8, 2020 10:07 MST)

**Email:** xivigil@santafenm.gov


# CM TOURISM Key Data Packet CARES ACT FUNDS


Final Audit Report


2020-12-09


Created:	2020-12-02
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIq9oiflww9YKMApwRtpCt3UBZEKbvimE


## "CM TOURISM Key Data Packet CARES ACT FUNDS" History


 Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-12-02 - 9:43:01 PM GMT- IP address: 63.232.20.2


 Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2020-12-02 - 9:51:50 PM GMT


 Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-12-03 - 9:56:19 PM GMT- IP address: 104.47.65.254


 Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2020-12-04 - 5:47:23 PM GMT - Time Source: server- IP address: 63.232.20.2


 Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2020-12-04 - 5:47:27 PM GMT


 Email viewed by Fran Dunaway (fadunaway@santafenm.gov)  
2020-12-04 - 6:53:59 PM GMT- IP address: 104.47.64.254

 Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2020-12-04 - 6:54:14 PM GMT - Time Source: server- IP address: 63.232.20.2


 Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
2020-12-04 - 6:54:18 PM GMT

 Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2020-12-08 - 2:18:17 AM GMT- IP address: 104.47.64.254

 Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)  
Signature Date: 2020-12-08 - 2:19:46 AM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature

2020-12-08 - 2:19:50 AM GMT

 Email viewed by Xavier Vigil (xivigil@santafenm.gov)


2020-12-08 - 5:01:01 PM GMT- IP address: 104.47.64.254

 Document e-signed by Xavier Vigil (xivigil@santafenm.gov)

Signature Date: 2020-12-08 - 5:07:22 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature

2020-12-08 - 5:07:27 PM GMT

 Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

2020-12-08 - 6:06:10 PM GMT- IP address: 104.47.65.254

 Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)


Signature Date: 2020-12-08 - 6:06:29 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature

2020-12-08 - 6:06:33 PM GMT

 Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)

2020-12-09 - 3:25:26 PM GMT- IP address: 104.47.65.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-12-09 - 3:25:50 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-12-09 - 3:25:50 PM GMT