SERVICES AGREEMENT BETWEEN THE TOWN OF MAMMOTH LAKES AND MAMMOTH LAKES TOURISM

1. PARTIES AND DATE.

This Agreement is made and entered into effective on the 1st day of July 2026, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite 230, Mammoth Lakes, California, 93546 ("Town") and Mammoth Lakes Tourism, a California mutual benefit corporation and Federal 501(c)(6) nonprofit, with its principal place of business at 2520 Main Street, Mammoth Lakes CA, 93546 ("Contractor" or "MLT"). Town and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of Town's tourism attraction, marketing and branding services, required by the Town on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing said professional services and is familiar with the plans of Town.

2.2 Project.

Town desires to engage Contractor to render such professional services related to Town's visitor attraction, marketing, branding, and visitor experience as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services related to visitor attraction, marketing, branding, public relations and visitor experiences ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Exhibit "B" sets forth the deliverables under the scope of work which will be reviewed annually by the parties and updated by written mutual agreement. Town and Contractor shall endeavor meet each year during the term of this Agreement according to the schedule set forth in Exhibit "D" attached hereto and incorporated herein by reference.

3.1.2 Term. The term of this Agreement shall commence on July 1, 2026 and terminate June 30, 2031, The Town and MLT may agree to extend the term of this agreement for up to one additional year by written mutual agreement. Notwithstanding the foregoing, this

Agreement may be terminated as provided herein.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Town and shall at all times be under Contractor's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Key Personnel. Contractor has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Executive and the Board of Directors.

3.2.3 Town's Representative. The Town hereby designates the Town Manager or designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town but not the authority to change the total compensation due to Contractor under this Agreement. Any official communication from the Town of Mammoth Lakes with respect to the performance of this contract by the Contractor must come from either the Town Manager or the Town Council, and no other party.

3.2.4 Contractor's Representative. Contractor hereby designates Brian Wright, President & CEO or his/her designee, or the executive director as may be filled during the term of this agreement, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement at the direction of the MLT Board. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.5 Coordination of Services. Contractor agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, Contractors and other staff at all reasonable times.

3.2.6 Standard of Care; Performance of Employees. Contractor shall perform all

Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.7 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations

3.2.8 Insurance:

3.2.8.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this section.

3.2.8.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, or the exact equivalent, and shall be no less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance

with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

3.2.8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.8.2(A), Commercial General Liability shall be endorsed to provide the following:

(1) Additional Insured: Contractor agrees to endorse the third-party general liability coverage required herein to include as additional insured the Town, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Services contemplated by this Agreement to do likewise.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Town except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 3.2.10.2(B) Automobile Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Town except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.8.2(C), Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of

cancellation has been served upon the Town except ten (10) days shall be allowed for non-payment of premium.

3.2.8.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.8.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.8.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.8.7 Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.8.8 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.8.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.8.10 Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Town as an Additional Insured

to the subcontractor's policies. Contractor shall provide to Town satisfactory evidence as required under Section 3.2.8.1 of this Agreement.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. The Town will provide to Contractor compensation under the terms and conditions as provided for in Exhibit "C". Exhibit "C" will be updated each fiscal year to reflect the current year compensation for MLT based on the Town's adopted base budget for Transient Occupancy Tax (TOT) revenues.

3.3.2 Reserved.

3.3.3 Reimbursement for Expenses. The compensation provided for in this Agreement constitutes the total compensation to be provided to Contractor. Contractor shall not be granted additional reimbursement for any expenses.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Contractor perform Extra Work to be agreed upon in writing between the parties in exchange for additional compensation to be agreed upon between the parties. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the agreed upon task, service or project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. Upon termination, Contractor

shall be compensated only for those services which have been actually rendered to Town, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause, which shall consist solely of a breach by Town that remains uncured following sixty (60) days notice from Contractor to Town specifying the nature of the alleged breach. Contracts entered into by Contractor which are supported by funds provided under this Agreement, which are consistent with the purposes of this Agreement, and for which the project or service was approved through the a public process approved by Contractor's Board of Directors and for which funds were allocated shall continue to be funded by the Town to the extent possible, subject to the availability of funding and ability for the Town to assume the contractual obligations, through what would otherwise have been the expiration date of this Agreement if this Agreement is terminated without cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Replacement Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Mammoth Lakes Tourism
2520 Main Street
P.O. Box 48
Mammoth Lakes, CA 93546
Attn: President & CEO

Town: Town of Mammoth Lakes
Old Mammoth Rd., Suite 230
P.O. Box 1609
Mammoth Lakes, CA 93546
ATTN: Town Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or

sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Town, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential.

3.5.4 Brown Act, Public Records Act, Conflict of Interest and Harassment Training and Compliance. At all times during the term of this Agreement Contractor's board of directors shall comply fully with the Ralph M. Brown Act, Government Code Section 54950 et seq. Contractor's obligation hereunder shall not be limited to complying with the Brown Act with respect to the Services, but rather such obligations shall apply to all activities of Contractor and/or its board during the term of this Agreement. Contractor shall comply with the California Public Records Act (PRA) (Government Code Section 7920 et seq). Contractor shall comply with the provisions of the Political Reform Act and the related regulations adopted by California Fair Political Practices Commission, including without limitation the provisions and regulations concerning conflicts of interest. Specific conflict standards for the Board and Staff will be defined in an adopted conflict of interest policy. Contractor's management staff and board shall attend similar harassment and ethics training as required of elected officials at least every two years and within six months of taking on their respective position. Contractor staff and board will attend similar harassment training as required of Town elected officials and staff, by attending Town or, other governmental agency sponsored training or similar online training program. Documentation of training will be maintained by the contractor. MLT shall notify the Town Clerk of any Board vacancy and the name(s) of all new Board members. The Town, with costs funded from the Tourism Reserve as provided for in Exhibit C will provide clerking support services to include preparation of agendas, clerking meetings, preparing minutes and coordination of compliance with the above laws and similar support for standing committees that are subject to the Brown Act. All of Contractor's public meetings shall be held in the Town Council Chambers and broadcast though

the Granicus system, which may include cable TV government channel broadcasting, unless there is a conflict for meeting space and meetings cannot be rescheduled.

3.5.5 Reserved

3.5.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.7 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.8 Indemnification.

3.5.8.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney’s fees and other related costs and expenses.

3.5.8.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Town’s choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.8.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.5.9 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Mono County.

3.5.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.12 Town's Right to Employ Other Contractors. Town reserves the right to employ other Contractors.

3.5.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.14 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.16 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.17 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.18 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.20 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not

paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.21 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.22 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.23 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.24 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 To the extent that Contractor subcontracts any portion of the work required by this Agreement, each such subcontract shall contain a provision making it subject to all relevant provisions stipulated in this Agreement.

TOWN OF MAMMOTH LAKES

By: _____

Robert Patterson
Town Manager

MAMMOTH LAKES TOURISM

By: _____

Brian Wright
President & CEO/MLT

_____

By: _____
Pat Foster, Chairman

Attest:
By: _____
Jamie Gray, Town Clerk

Approved as to Form:

By: _____
Andrew Morris, Town Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Mammoth Lakes Tourism (MLT) invites visitors to align with community values – through the responsible promotion and stewardship of our mountain destination – to bring economic vitality to Mammoth Lakes. MLT is the collaborative, adaptable, and responsive voice of the local tourism industry and tasked with enhancing the tourism industry in the Town of Mammoth Lakes by increasing quality visitation and enhancing the overall visitor experience. This Scope of Services outlines the core areas of work. Specific, measurable deliverables will be developed annually by MLT and presented to the Town Council as part of the budget and operating plan process.

Both the Town of Mammoth Lakes and Mammoth Lakes Tourism recognize the importance of maintaining their respective organizational autonomy and strategic priorities, while continuing to strengthen alignment through shared initiatives, consistent communication at the leadership and staff levels, and coordinated long-term planning. As strategic partners, the Town and MLT will work together with clearly understood roles and responsibilities that help guide shared priorities, inform future projects, and advance the long-term success of Mammoth Lakes. This partnership supports Mammoth Lakes' continued success as a visitor destination, while also contributing to a resilient, economically diverse community.

Access & Transportation Awareness

This service category focuses on increasing awareness and utilization of travel access to the destination. MLT will lead outbound communication and marketing efforts to improve understanding of transportation options to and within Mammoth Lakes, while also evaluating the effectiveness of programs that support regional access. Examples of Access and Transportation Awareness activities include, but are not limited to:

- Air Connectivity and Development
    - Continue to support air service growth by strengthening airline partnerships, advancing future route development opportunities, and expanding collaboration with the Eastern Sierra Air Service Alliance
    - Support retention of existing air service and reduce risk of service loss
    - Monitor and report on air service performance, load factors, and the effectiveness of promotional and subsidy programs
- Utilize data to inform air service development and retention strategies
- Air Service Promotion
    - Develop and execute marketing and communication strategies that promote regional air service in MMH

  - Collaborate with airline partnerships on programs, such as the local discount program and more
  - Partner with local businesses and organizations to extend air service promotion to their customers
- In-Town & Airport Transportation
  - Develop and execute marketing and communication strategies to increase the visibility and understanding of local transportation options to both visitors and residents
- Regional Mobility
  - Support and communicate broader regional transportation initiatives that improve access to and within Mammoth Lakes as it relates to air service and ground transportation strategies
  - Coordinate with the Town, regional partners, and transportation providers to align air service and mobility strategies

Amplify Marketing

This service category focuses on developing, maintaining, and strengthening the Mammoth Lakes brand to ensure a clear, consistent, and compelling identity across all channels and audiences. As a destination and a brand, the Town of Mammoth Lakes engages MLT to develop and articulate a tourism voice that attracts visitors while reflecting the needs of diverse audiences. MLT will lead the evolution and execution of the destination brand to support long-term positioning and recognition. Examples of Amplify Marketing activities include, but are not limited to:

- Brand Strategy and Positioning
  - Continue to refine brand voice, messaging and positioning
  - Ensure consistency across all marketing channels and partner platforms with an emphasis on stewardship and cultural tourism
  - Execute domestic and international marketing campaigns to drive targeted visitation
  - Promote visitation during key periods including non-peak times and midweek

- Campaigns and Content Development
  - Maintain and evolve owned channels including website and visitor-facing platforms
  - Manage key assets such as the Visitor Guide
  - Support storytelling across recreation, events, business, and community experiences
- Communications and Public Relations
  - Lead public relations and media efforts
  - Manage communications that support brand awareness and destination reputation

- Performance and Data Insights
    - Leverage data collection and technology to inform decision-making and guide strategic investment
    - Provide regular reporting on marketing effectiveness and visitation drivers

Regional Events & Attractions

Mammoth Lakes' primary drivers of visitation are the regional experiences, events, and recreation opportunities available throughout the area. MLT is tasked with increasing awareness of and supporting the development of high-quality experiences that drive visitation. This includes leveraging partnerships to expand recreation opportunities across surrounding public lands, while also supporting programs and events that enhance the overall destination offering. Some examples include but are not limited to:

- Event Promotion, Development & Support
    - Manage Special Event Funding
    - Support and promote both local and regional events that generate visitation and strengthen Mammoth Lakes' position as a year-round destination
    - Encourage a diverse mix of year-round and non-peak events
    - Work with appropriate regional partners to develop, grow, and cultivate Mammoth Lakes as a premier events destination
- Product Development & Education
    - Collaborate with local businesses and regional partners to align product development with broader destination goals
    - Evaluate how key experiences perform across the destination to identify strengths, gaps, and opportunities
    - Capture and analyze visitor sentiment to understand successes, pain points, and areas for improvement
    - Use data and insights to guide product development, inform investment, and enhance the overall visitor experience

- Attractions & Experiences
    - Highlight local attractions including outdoor recreation, arts, culture, and community assets
    - Support visibility of local businesses and destination draws
    - Align messaging with responsible use and sustainable visitation
    - Evaluate performance of events, attractions, and experiences to inform future investment and development

Community Engagement

MLT will lead efforts to engage visitors, local businesses, and the broader community through clear communication, outreach, and partnership development. This includes enhancing the visitor

experience within the destination while supporting a well-informed and connected local tourism industry. Examples of this include, but are not limited to:

- Visitor and Local Communication
    - Support alignment between tourism efforts and community priorities
    - Develop and maintain visitor-facing tools such as maps, guides, signage, and wayfinding
    - Support in-destination communication through banners, local promotion, and on-the-ground presence
    - Provide visitor services and engagement through channels such as the California Welcome Center
- Community Outreach and Partnerships
    - Develop resources that support the education of residents and local business owners on how tourism benefits their lives
    - Conduct public engagement and outreach to share information and gather feedback
    - Maintain partnerships with local organizations including the Chamber, MLR, and other stakeholders
    - Share data and insights with local stakeholders to support transparency and informed decision-making

Administration

MLT is responsible for program oversight and financial management to ensure resources are effectively allocated in support of destination priorities. This includes administration of funding programs and coordination with partners to maintain accountability and alignment with strategic goals. Programs and funding managed by MLT include:

- TBID Administration
- Event Allocations

EXHIBIT "B"
FY 2026-2027 Goals

This exhibit will be updated on an annual basis through a strategic planning session conducted by the MLT Board, during which goals for the upcoming fiscal year will be reviewed and established. Each goal will align directly with the Scope of Services outlined in Exhibit A and will be designed to be specific, measurable, attainable, relevant, and timely, ensuring they serve as a clear and effective measure of success.

Mammoth Lakes Tourism
FY 2026_2027 Town Deliverables

The FY 2026-27 deliverables reflect MLT's commitment to a community-first approach in representing the Town of Mammoth Lakes to our residents and visitors, and in maintaining our brand awareness in existing and emerging destination markets. Stewardship for residents, community and environment are paramount.

Purpose: Mammoth Lakes Tourism invites visitors to align with our community's values through the responsible promotion and stewardship of our mountain destination to bring economic vitality to Mammoth Lakes.

Sustainable Revenue Generation
The Town of Mammoth Lakes continues to thrive as a tourism-based destination but not without challenges. Mammoth Lakes Tourism will work to maximize revenues for our businesses and the Town while being the leading voice of education, stewardship, and responsible travel. Balancing residents' quality of life, environmental protection, and economic prosperity will be the ongoing focus. Considering housing and staffing challenges throughout the town, more people or 100% occupancy is no longer the goal. Instead, focus will be on enhancing the quality of life for our residents as well as the experience of our visitors while maximizing revenues and increasing need-time occupancy.

Overarching Organizational Strategy and Performance Goals

A. Mammoth Lakes Tourism will remain nimble and flexible with the ability to shift messaging to best suit the needs of our community at any time based on market challenges and opportunities.
B. Community outreach and resident quality of life will continue to be a major focus including infrastructure enhancements in collaboration with TOML with funding assistance from MLT.
C. Continue to refine The Real Unreal brand tone and voice across paid media while prioritizing peak-time messaging that educates visitors to respect Mammoth Lakes residents, community, and environment.

D. Mammoth Lakes Tourism will work in direct coordination with the Town of Mammoth Lakes to strengthen alignment through shared initiatives, consistent leadership and staff communication, and clearly understood roles and responsibilities that advance the long-term success of Mammoth Lakes as a visitor destination and resilient, economically diverse community.
E. Formalize partner-led review processes for regional events and confirm a long-term venue solution by fiscal year-end.
F. Achieve $28m in TOT revenues for FY 2026-27 with 6 months at $2m+ and 5 months at $1m+. (based on apples-to-apples comparison excluding Measure L revenues).
G. Achieve $7.4m in TBID revenues for FY 2026-27 via filling need times, increased length of stay, and visitor spend.
H. Enplanement goals for FY 2026-27 of 4,000 at MMH and 13,000 at BIH.

1. **Expand Community Engagement & Collaboration**
   A. Continue to implement the MLT Community Engagement Plan completed in 2025.
   B. By fiscal year-end, create and promote at least 12 in-person community outreach events, including at least 2 coordinated with the Hispanic Business Association, to engage residents in community spaces and highlight locations supported by tourism dollars when possible.
   C. By fiscal year-end, improve resident sentiment around the community value of visitation by increasing the share of residents who believe visitation's positive benefits outweigh its negative impacts from 41% to 50%, agree that TOT supports local services from 48% to 55%, and agree that visitor-paid taxes compensate for infrastructure wear and tear from 28% to 35%.
   D. Partner to establish a Destination Stewardship Council and support implementation of the Destination Stewardship vision.
   E. Develop a cohesive visitor and resident stewardship rewards program by fiscal year-end, including program structure, partner participation, incentive model, and a 2027 launch plan.
   F. By fiscal year-end, launch a "Visitation = Vitality" ambassador program with defined messaging, recruited ambassadors, storytelling content, and organic channel distribution to increase resident awareness of tourism's local benefits.
   G. Collaborate and coordinate with the Town of Mammoth Lakes including, but not limited to:
      a. Work with TOML Public Works to continue adding identified TBID-funded infrastructure projects to TOML's 5-year CIP and coordinating on small-scale projects to address needs cited by TBID remitters for visitor and resident benefit.

b. Continued collaboration with TOML on community messaging through resident-facing channels.
c. Participate in the TOML Parks & Recreation Master Plan Advisory Committee.
d. Participate in the Town's Climate Action and Adaptation Plan Advisory Committee.

2. **Advance Destination Stewardship**
   A. Strengthen multi-agency partnerships and projects with entities like MLR, Mammoth Trails/TOML, and MMSA by collaborating on at least one new stewardship initiative.
   B. Expand website content by adding at least six new pieces focused on stewardship, local history, and culture to deepen community connection and visitor understanding.
   C. Maintain advertising creative ratings above 4.2 (excellent) for visitors inspired to keep Mammoth Lakes beautiful.

3. **Amplify Marketing & Promotion**
   A. Increase paid website sessions by 5% year over year.
   B. Increase paid media air service referrals by 5% year over year.
   C. Increase paid media placements specifically targeting families by 50%, capitalizing on the growing trend of multigenerational and family travel.
   D. Increase ad-influenced trips in the Northeast by 5% year over year.
   E. Diversify and expand Certified Unreal paid placements to support midweek and need period visitation.
   F. Achieve 8K visits to the MLT events landing page during the first year of our paid advertising campaign for special events.
   G. Increase Meta social media audience by 5% year over year and maintain 100K interactions year over year.
   H. Increase TikTok social media audience by 5% year over year and maintain a monthly posting cadence of at least 2-3 posts.
   I. Increase website traffic by 5% percent year over year, continue to optimize content and structure for AI search health, and grow the amount of user messages through GuideGeek by 10% year over year.
   J. Grow newsletter database by 5% year over year.
   K. Achieve an average open rate of 30% for newsletters in both the community and consumer email lists.
   L. Vet and coordinate 6-10 high-impact domestic media visits along with support of 1-2 partner led media visits, targeting priority themes such as air service, year-round travel, stewardship, endurance season, and fall colors all while focusing on need period visitation.

M. Represent MLT at 8-10 domestic and international trade and media sales missions / industry conferences to promote Mammoth Lakes as a California year-round destination.
N. Coordinate and host 7-10 high-impact international media placements with a focus on Mammoth Lakes as a year-round California destination.
O. Identify at least one new domestic travel trade opportunity in partnership with Visit California to help amplify Mammoth Lakes' brand messaging, strengthen industry relationships, and drive sales.
P. By fiscal year-end, update and implement a revised domestic and international travel trade and sales strategy that aligns with Visit California's market priorities and defines target markets, partner engagement tactics, and sales activity goals.

4. **Leverage Partnerships**
   A. Engage with MLCC on initiatives to engage the local business community to increase sentiment that TBID provides a positive impact on them, their business, and the community from 33% to 40%.
   B. Partner on five marketing initiatives with local partners with a goal of increasing TBID dollars to restaurants and retailers, including a strategy for Hispanic owned businesses.
   C. By fiscal year-end, launch a public-facing Datafy dashboard integrating visitor intelligence, occupancy data, and deliver recurring "State of the Market" board presentations that benchmark Mammoth Lakes against its competitive set - giving MLT, external partners, and TBID stakeholders a shared, data informed view of destination performance.
   D. Promote endurance season through hosting a minimum of 10 athlete visits at the Mammoth Lakes Endurance Crib, leveraging athlete content through MLT digital channels, Mammoth Track Club collaborations, and domestic media opportunities during endurance season.
   E. Continue to be active in the China market through 1-2 project-based opportunities in partnership with Visit California and The Alterra Mountain Company / MMSA.

EXHIBIT "C"
COMPENSATION

This exhibit will be updated annually based on the Town budget, approved Transient Occupancy Tax (TOT) revenue, and any adjustments to allocation or reserve rates approved by Town Council. The Town of Mammoth Lakes will provide an updated Exhibit C by May 1 of each year.

Section 1: Payments and Financial Accounting and Reporting

(a) Funding Amount for FY 2026-2027: The budgeted allocation to Contractor for FY 2026–2027 is $2.3 million. Town shall make quarterly payments to Contractor in accordance with this amount. Payments will be submitted in July, October, January, and April in equal amounts per quarter: $575,000

If this Agreement is terminated prior to the end of a quarter for which payment has been made, Contractor shall refund to Town a prorated amount for the remainder of the quarter, in accordance with the termination provisions of the Agreement.

The Town has established a Town-held "Tourism Reserve" to account for TOT revenues received, consisting of 18.076923% of such revenues. MLT may request the use of this reserve fund, but Town shall not be required to grant any such request. The use of this reserve requires Council approval via adoption of a resolution, appropriation of the funds and a budget amendment.

(b) MLT may carry over not more than 15% of the payments received from Town in one fiscal year to the next fiscal year to assist in meeting cash flow needs of MLT. A carryover of any amount in excess of 15% from one fiscal year to the next requires Town approval prior to August 31st and requires the specific use of such funds to be defined and made a part of the deliverables provided for in this Agreement. To the extent MLT performs an unapproved carryover of funds, Town shall retain funds that would otherwise be due to MLT in the following fiscal year, in an amount equal to the unapproved carryover. Any such funds retained by the Town shall be used for tourism related purposes as determined in the Town's sole discretion. MLT will provide a proposed budget to the Town in May of each fiscal year. In addition to withholding funds as a result of an unapproved carryover, the Town may at its sole discretion reduce funding in future years if uncommitted reserves exceed 25% of the payments made by Town to MLT in any fiscal year.

(c) By January 30th of each year, MLT will provide to the Town an accounting, plus a copy of any audit, of expenditures showing the use of Town provided funding for the previous fiscal year, July 1 to June 30.

(d) Funds received from non-Town sources shall be identified and accounted for separately. Separation of sources and uses of funds is necessary to provide accounting of the use of restricted funds in compliance with any restrictions placed on funding.

Section 2: The Town may in its sole discretion provide additional funding to MLT in amounts approved by a resolution of the Town Council. The resolution will set forth the purpose of the funding, the source, any restrictions, and other matters relating thereto.

Section 3. In the event MLT ceases to operate or exist, all unexpended Town funds held by MLT shall be returned to the Town.

EXHIBIT "D"
ANNUAL PLANNING CALENDAR

July
- Kick off TOML + MLT Staff Meeting to set goals & topics for team meetings throughout the year

September
- TOML + MLT Team Meeting

November
- TOML + MLT Staff Meeting
- Joint Town Council Meeting with prior fiscal year KPI Review

January
- TOML + MLT Staff Meeting
- Joint Town Council + MLT Six Month Update Focused on Travel Tends, Data & Health of Visitation

February:
- March TOML + MLT Staff Meeting
- Strategy & Goal Setting – Town & BOD

April:
- TOML + MLT Staff Meeting

May and/or June:
- TOML + MLT Staff Meeting
- Joint Town Council Meeting to Review KPIs & Budget Adoption