

STATE OF NORTH CAROLINA  
COUNTY OF JACKSON

Contractor's Tax ID # \_\_\_\_\_  
County Budget Code \_\_\_\_\_  
Compensation Not to Exceed: \$57,466

### INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") shall be effective this the 19<sup>th</sup> day of April, 2023 and is hereby made and entered into by and between: **JACKSON TDA TOURISM DEVELOPMENT AUTHORITY** ("TDA"), who's Contract Administrator hereunder shall be: Nick Breedlove, Executive Director; and **Tembo Hospitality Group, LLC** [print name] (the "Contractor"), a North Carolina Limited Liability Corporation [type of business if applicable] duly established under the laws of the State of North Carolina with the following contact information: Paige White, Tembo Hospitality Group, LLC, PO Box 248, Tuckasegee, NC 28783; pwhite@tembohg.com, (415) 412-5707.

#### WITNESSETH:

WHEREAS, the TDA desires to engage the Contractor to perform the "Work" hereinafter described; and

WHEREAS, the Contractor desires to perform such work for the TDA for the consideration described herein.

NOW THEREFORE, for and in exchange of the mutual consideration set forth below and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term: This Agreement shall be deemed effective on the date first stated above, and unless terminated earlier pursuant to this Agreement, shall continue until the last day of June next occurring thereafter, which coincides with the end of the TDA's fiscal year. Notwithstanding the foregoing:
  - a.  Automatic Renewals: If this box is marked, this Agreement shall be deemed to automatically renew for successive additional one (1) year terms, unless and until either party provides the other with notice that this Agreement shall not automatically renewal.
  - b.  Termination: If this box is marked, this Agreement may be terminated at any time by either party for any reason or for no reason, by providing written notice thereof to the other party.

2. Work: The Contractor shall provide all of the services described within **Exhibit “A”** attached hereto and incorporated herein by reference which services shall be referred to herein collectively as the “Work”.
  - a. Additional Work: The parties reserve the right to add additional Work to this Agreement at a price agreed upon by the parties. Any such additions shall be in writing and signed by both parties. Any such additions shall become a part of this Agreement and shall be subject to all of the terms and conditions hereof.
  
3. Compensation/Billing: Unless otherwise described within Exhibit “A”, the TDA shall pay the Contractor as follows: **(\$4,000) per month beginning May 1, 2023 (prorated amount of \$1,466.66 for first month – April 19-30, 2023)** for the satisfactory performance and/or delivery of the Work described herein. The TDA may request itemized invoices or statements reflecting the Work provided in order to help facilitate the processing of payments.
  - a.  Annual NTE Compensation Limit: If this box is marked, the maximum total amount of compensation to be paid to the Contractor for the provision of the Work during the initial term shall not exceed (\$48,000). The Contractor shall obtain written confirmation from the TDA as to the applicable maximum compensation limits for any subsequent terms thereafter prior to performing any work during any such subsequent terms under this Agreement.
  - b. Expenses: The TDA shall not be liable for any out of pocket expenses paid or incurred by the Contractor in connection with the work unless otherwise agreed in writing prior to such expenses being incurred.
  - c. Equipment: Unless otherwise agreed in writing by TDA, the Contractor shall be solely responsible for providing all equipment, tools, materials, and/or supplies required to perform the Work hereunder.
  - d. Contingent Funding: Notwithstanding anything herein to the contrary, all financial obligations of the TDA under the terms and conditions of this Agreement are dependent upon, and subject to, the continuing allocation of funds by the TDA Board of Directors for such purpose. This Agreement shall automatically terminate if such funds cease to be allocated or available.
  
4. Contract Administrator: The TDA’s Contract Administrator designated above is responsible for monitoring and evaluating the Contractor’s performance hereunder, and for approving TDA payments and/or serving as the point of contact for TDA, but does not have independent signatory authority for the TDA under this Agreement.

5. Independent Contractor: Contractor is and shall at all times be considered an independent contractor, and as such shall be solely responsible for compliance with all applicable tax withholding, worker compensation insurance, unemployment insurance, or other licensures or insurances as may be required under local, state, or federal laws. The Contractor agrees to provide the TDA with the Contractor's correct taxpayer identification number upon execution of this Agreement. The Contractor agrees that failure to provide the TDA with a correct taxpayer identification number authorizes the TDA to withhold a certain percentage of any amount due and payable under this Agreement pursuant to the provision of the Internal Revenue Code, Title 26 of the United States Code.
6. Contractor's Employees: No employee of the TDA shall be utilized by the Contractor as an employee, subcontractor, and/or agent thereof without the prior written consent of the TDA. The Contractor agrees to provide the TDA with a list of the names and addresses of all Contractor's employees, subcontractors, and/or agents that will be working upon the premises in performing this Agreement. If the TDA disapproves of any of the foregoing, the Contractor agrees not to use such party upon the premises. The Contractor further agrees to use reasonable care in selecting and supervising trustworthy employees.
7. EEO Provisions: During the performance of this contract, the Contractor agrees that he shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or handicap. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap.
8. Health & Safety: The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees, subcontractors, agents, or other representatives from the Work and other persons who may be affected thereby.
9. General Legal Compliance: The Contractor is and shall remain an independent contractor and, as such, shall be wholly responsible for the Work to be performed under this Agreement, and for the supervision of any employees, subcontractors, or agents. The Contractor shall be responsible for compliance with all state, federal and/or local rules, regulations, codes, ordinances, laws, licensing requirements and/or other regulatory matters that are applicable to the conduct of the Contractor's business and the performance of the Work under this Agreement.
10. E-Verify. The Contractor shall be solely responsible for complying with the requirements of Article 2 of Chapter 64 of the General Statutes, and for ensuring that

any subcontractors utilized also comply therewith. The Contractor shall execute affidavits verifying such compliance if requested by the TDA.

11. Iran Divestment. The Contractor hereby certifies that as of the date listed below, it is not on the Final Divestment List as created by the state Treasurer pursuant to NCGS § 143C-6A-4. In compliance with the requirements of the Iran Divestment Act and NCGS § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Finance Divestment List.
12. General Indemnification. Contractor agrees to hold and save completely harmless, and to fully indemnify TDA (including any and all officials, officers, employees, and/or agents thereof) from any and all litigation, and against any and all actions, liability, claims, suits, damages, cost or other expenses of any kind whatsoever (including without limitation attorneys' fees incurred for actual or threatened litigation) which may be brought or made against, or which may otherwise be incurred by TDA (including any and all officials, officers, employees, and/or agents thereof), or which may otherwise accrue and result to any other person, firm, or corporation furnishing or supplying any work, services, materials, or supplies in connection with any person, firm, or corporation that may be injured or damaged (including both personal and property damages) from the negligent or tortious action(s) or inaction(s) of Contractor (including any and all subcontractors or the respective officers, employees, and/or agents of either and/or all of them), or which TDA must otherwise pay and/or incur by reason of, or in any manner resulting from, any injury, loss or damage to persons or property resulting from any negligent or tortious action(s) or inaction(s) of Contractor (or of any and all subcontractors or the respective officers, employees, and agents of either and/or all of them), in the performance of this Agreement including specifically but without limitation the performance of the Work specifically described herein.
13.  Liability Insurance: If this box is marked, the Contractor agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000, which in addition to naming and protecting the Contractor together with Contractor's employees, subcontractors, or agents shall also name as an additional insured the TDA, and shall protect the TDA together with its officials, officers, employees, and/or agents from and against any and all claims, losses, actions and judgements for damage or injury to persons or property arising out of or in connection with the Contractor's acts under this Agreement. The Contractor shall provide proof of liability coverage as set forth above to the TDA prior to commencing its performance as herein provided, and shall require insurer to notify the TDA not less than ten (10) days prior to any cancellation, reduction or other modification of said policy. Contractor's obligations under this provision may be waived or modified in writing by the TDA.
14. Worker's Compensation Insurance: The Contractor shall obtain and keep in full force and effect worker's compensation for Contractor and any agents, employees and staff that the Contractor may employ, and shall provide proof to the TDA of such coverage,

or that such worker's compensation insurance is not required under the circumstances. Under no circumstances shall TDA be responsible for providing such insurance or for covering the Contractor or any agents, employees and staff thereof under any worker's compensation insurance otherwise maintained by TDA for its employees.

15. TDA Property: The Contractor shall be responsible for the custody and care of any property furnished for use in connection with the performance of this Agreement and shall reimburse the TDA for any loss or damage to said property. The Contractor further agrees not to release any information concerning the TDA or its operation provided to or obtained by Contractor without the express written approval of the TDA. All reports, documents, or other products of the work performed pursuant to this Agreement or by the Contractor in the performance of this Agreement shall become the sole property of the TDA, and shall not be released by the Contractor without written approval of the TDA.
16. Notice: All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax or certified United States mail, return receipt requested, addressed as follows:

**To the TDA:**

**Attn: Legal Notice  
Nick Breedlove  
98 Cope Creek Road, Suite D  
Sylva, NC 28779**

**To the Contractor:**

**To the name/address stated on the  
first page of this Agreement**

17. Choice of Law and Forum: This Agreement is made and entered into in Jackson County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. Any claim for breach or enforcement of this Agreement shall be filed in the appropriate court located in the jurisdiction of Jackson County, North Carolina.
18. Assignment: This Agreement or any interest therein shall not be assigned or transferred by the Contractor. The Contractor shall not subcontract any work to be performed pursuant to this Agreement without the written approval of the TDA.
19. Advertising: This Agreement shall not be used for any advertising by the Contractor.
20. Entire Agreement: This Agreement and any exhibits and amendments annexed hereto represent the entire Agreement between the parties and supersede all prior oral and written statements or Agreements. This Agreement may be amended only in writing duly executed by the TDA and Contractor.
21. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be

deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

IN WITNESS WHEREOF, the TDA and the Contractor have caused this Agreement to be executed by their duly authorized agents or officers, or if applicable have personally executed this Agreement, effective as of the date specified above.

**CONTRACTOR**

By: \_\_\_\_\_  
SIGNATURE (SEAL)

\_\_\_\_\_  
PRINT NAME CLEARLY ABOVE

Its: \_\_\_\_\_  
PRINT TITLE IF APPLICABLE

**JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Nick Breedlove, Executive Director and  
Contract Administrator

By: \_\_\_\_\_  
Daniel Fletcher  
President of the Board

“This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.”

By: \_\_\_\_\_  
Darlene Fox  
Jackson County Finance Officer

**EXHIBIT “A”**  
“Work” Description

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Short-form Video Content Creation for Jackson County Tourism Development Authority  
(JCTDA)

Objective: To create captivating short-form video content for Instagram and TikTok that showcases scenic nature shots, culinary experiences, activities, and attractions in Cashiers, Sylva, Dillsboro, and Cullowhee to inspire travel to Jackson County, NC.

Services Provided:

1. Video Content Creation:
  - a) Capture high-quality, engaging short-form video content for Instagram and TikTok.
  - b) Focus on scenic nature shots (sunrise, sunsets, Parkway, etc.), town scenes, shopping, events (Greening Up the Mountains in April to start), culinary content, activities, aerial videos, and attractions in Cashiers, Sylva, Dillsboro, and Cullowhee.
  - c) Number of clips delivered per month to be determined based on availability and time committed to each project. Deliverables include 6-8 clips per month depending on complexity of some clips and ease of capture of others.
2. Monthly Planning Meetings:
  - a) Collaborate with JCTDA representatives to brainstorm and strategize project ideas.
  - b) Review performance of previous content and gather feedback to optimize future content.
  - c) Schedule and prioritize upcoming video projects.
3. Post-production and Editing:
  - a) Edit and refine captured video content to ensure optimal quality and engagement.
  - b) Deliver edited video clips in appropriate formats for Instagram and TikTok.
4. Shared Content:

Tembo may use any of the clips captured to promote the region and their properties. In addition, if Tembo has clips beneficial to the TDA, they may share those, and we can cross promote their offerings.

5. Performance Monitoring and Reporting:

Make recommendations for content optimization based on analysis of performance.

Payment Terms:

The Jackson County Tourism Development Authority agrees to pay Tembo Hospitality Group a monthly fee of \$4,000. Payments will be made within 30 days after the receipt of an invoice at the end of each month during the contract duration.

Deliverables:

- 1) High-quality short-form video content for Instagram and TikTok.
- 2) Monthly performance reports detailing video performance, insights, and recommendations.
- 3) Attendance and active participation in monthly planning meetings with JCTDA representatives.
- 4) The terms outlined in this scope of work are subject to negotiation and agreement between Tembo Hospitality Group and the Jackson County Tourism Development Authority.