



TAHOE DONNER MAGAZINE / NEWSLETTER PUBLISHING AGREEMENT

This Publishing Agreement ("Agreement") is entered into between TAHOE DONNER ASSOCIATION and CCMEDIA with respect to the following terms.

Tahoe Donner owns and has exclusive right to publish certain publications known as the Tahoe Donner News, Summer Fun Guide, Tahoe Donner e-blasts and the Tahoe Donner main website (collectively, "Products"). Tahoe Donner is willing to grant CCMedia a license, for the term of this Agreement, to solicit advertising for the publication of the Products, collect revenues resulting there from, and, once received retain the percentage revenue as set forth below, all in accordance with the terms of this agreement.

The parties agree as follows:

TERM OF CONTRACT

Contract shall commence on January 1, 2018, and terminate on December 31, 2020, unless terminated earlier as set forth in the Termination section of this Agreement.

OBJECTIVE

CCMedia shall manage advertising sales of the Products. In doing so, CCMedia's duties will be to:

- Create a media kit for the magazine.
- Conduct all advertising sales for the magazine, Summer Fun Guide, eblasts, website, and any other collateral or advertising vehicles Tahoe Donner Association produces.
- Follow up on all leads given by Tahoe Donner.
- Gather all ads for each newsletter and provide them to Tahoe Donner.
- Proof each newsletter to ensure all ads are included.
- Promptly invoice and collect all monies from advertisers on behalf of Tahoe Donner.
- Pay Tahoe Donner all monies owed as set forth in this Agreement. Payment to Tahoe Donner by CCMedia is due on the 15th of the month following the month in which CCMedia received payment from advertisers.
- Send all advertisers a copy of their invoice.
- Provide Tahoe Donner with copies of all signed advertisement agreements and such other documents as requested by Tahoe Donner.



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Tahoe Donner must approve all rate sheets before distribution and any trade advertisement, discount or other deviation from the approved rate sheet. Tahoe Donner has the right, in its sole and exclusive discretion, to disapprove and exclude from any Product any advertisement or advertiser.

Advertisements cannot be sold to competing restaurants, golf courses or other cross-country ski areas unless approved by Tahoe Donner first.

SCOPE OF LICENSE

The license granted herein is for the sole purpose of soliciting purchases of advertising space.

All Products shall remain the exclusive property of Tahoe Donner and no other interest in the Products is granted to CCMedia under this Agreement. This Agreement in no way confers upon CCMedia a power of attorney, or enables CCMedia to bind Tahoe Donner in any other way.

CCMedia enters into this Agreement as, and shall continue to be, an independent contractor. Except as set forth in this Agreement, CCMedia shall determine the method, details, and means of performing the Services. Neither CCMedia nor CCMedia' employees or subcontractors shall be deemed to be employees or agents of Tahoe Donner. CCMedia is responsible for direct payment, when and as due, of any taxes incurred as a result of the compensation paid under this Agreement, including estimated taxes, as well as for any such payments with respect to CCMedia' employees or subcontractors, and CCMedia shall provide Tahoe Donner with proof of payment upon request.

All rights not expressly granted to CCMedia herein are reserved exclusively to Tahoe Donner.

WORK PRODUCT

CCMedia acknowledges and agrees that all work product or deliverables prepared for, arising from, related to, or incorporated in the Services including, without limitation, all advertising contracts, information, material, specifications, and invoices (collectively, "Work Product") shall be owned solely and exclusively by Tahoe Donner, including without limitation, all corrections, modifications, and derivative works to such Work Product.

CONFIDENTIALITY

At all times hereafter, CCMedia will keep in confidence and trust all Confidential Information (labeled as such) that CCMedia learns of or receives during the term of this Agreement, and will not use, reproduce, or disclose to others any Confidential Information without Tahoe Donner's advance written consent.



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CCMEDIA WARRANTIES

CCMedia represents and warrants that CCMedia has full power and authority to enter into this Agreement and to carry out the services contemplated by this Agreement, and that the execution, delivery, and performance of this Agreement have been duly authorized by all requisite corporate action on the part of CCMedia.

CCMedia represents and warrants that CCMedia will comply with all laws applicable to the performance of its obligations under this Agreement and to the provision of the services.

CCMedia represents and warrants that CCMedia' execution, delivery, and performance of this Agreement will not constitute: (i) a violation of any judgment, order, or decree binding on CCMedia; (ii) a breach under any contract by which CCMedia is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.

CCMedia represents and warrants that the services to be performed under this Agreement will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the services are performed.

WARRANTY OF OWNERSHIP

Tahoe Donner warrants and represents that Tahoe Donner is the sole owner of the Products, and is empowered with the sole and exclusive legal rights to enter into this Agreement, subject to the contingencies and conditions stated herein.

During the term of this Agreement, Tahoe Donner agrees that for the best interest in marketing certain leads (vendors of the association) for advertising, Tahoe Donner will offer reasonable suggestions to CCMedia of who would be good prospects for advertising. CCMedia agrees to use its best efforts in soliciting advertising and marketing the Products.

ARBITRATION

Any controversy or dispute between the parties regarding the terms of this Agreement shall, upon written request from either party, be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association with respect to commercial disputes. The arbitration shall take place in Truckee, California, or such other location upon which the parties mutually agree. Each party shall be responsible for one half the cost of the arbitration though the arbitrator may award costs and fees (including reasonable attorney fees and costs) to the prevailing party.



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COMPENSATION

- CCMedia shall receive 25% commission on the initial \$0 - \$200,000 in gross annual ad sales sold and collected by CCMedia. CCMedia shall receive 30% commission on all ad sales sold and collected over \$200,000 in a January – December annual year provided such ad sales are new customers who have not already paid for advertising in the current year.
- CCMedia will provide by the 15th of each month a statement listing the following activity in the previous month: all advertising sold, the terms of the advertising sale, the Product for which it was sold, and all advertising revenue collected.

WAIVER AND RELINQUISHMENT

The failure of either party to insist on strict compliance with any of the terms, conditions, or covenants of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or term in general, or at any other time during the duration of this Agreement.

TERMINATION

Tahoe Donner may terminate this Agreement at any time upon 90 days prior written notice to CCMedia. Each party shall have the right to terminate this Agreement in the event of the other party's material breach of an obligation, representation, or warranty set forth in this Agreement; provided, however, that such termination will not become effective unless and until (i) the party not in default has given the other party written notice of breach, which notice shall state in reasonable detail the nature of said breach, and (ii) the party allegedly in default shall have failed to remedy said default to the reasonable satisfaction of the party not in default within ten (10) business days following the giving of the notice. Material breach shall include, but not be limited to, CCMedia's failure to perform the services in accordance with the terms set forth in this Agreement.

In the event this Agreement is terminated, CCMedia will receive full payment for all ad sales signed by the termination date. Tahoe Donner will be responsible for all advertising management for advertisers after termination date of contract. Upon termination of the Agreement, CCMedia will immediately provide to Tahoe Donner all monies due Tahoe Donner, all existing contracts, all Work Product and all other documents related to CCMedia services.



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MISCELLANEOUS PROVISIONS

Regarding the subject matter of this Agreement, this writing represents the entire agreement between the parties, and supersedes any prior agreements, representations, or assurances, whether oral or written, between the parties hereto. This Agreement, and any dispute between the parties arising out of this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. CCMedia agrees that it shall not use Tahoe Donner's name or any logo or insignia of Tahoe Donner or the Products in any form of publicity or disclosure without the prior written permission of the Tahoe Donner, which permission may be given or withheld in the Tahoe Donner's sole discretion. CCMedia's services to be rendered pursuant to this Agreement are personal in nature, and CCMedia may not, voluntarily or by operation of law, assign, subcontract or transfer any of its rights or obligations under this Agreement without the prior written consent of Tahoe Donner.

Any modification or amendment of this Agreement must be in writing and duly executed by the parties hereto.

Tahoe Donner Association

CCMedia

By: _____

By: _____
Laura Partridge, President

Date: _____

Date: _____