



ANNUAL CONVENTION SERVICES AGREEMENT - SOCIETY OF AMERICAN TRAVEL WRITERS

THIS AGREEMENT MADE ON January 28, 2026 BETWEEN Haywood County Tourism Development Authority. (HEREINAFTER CALLED Visit Haywood) AND THE SOCIETY OF AMERICAN TRAVEL WRITERS, INC. (HEREINAFTER CALLED "SATW")

Whereas SATW will conduct its 2026 Annual Convention in Haywood, North Carolina and Visit Haywood has agreed to accommodate the convention and provide services according to the official SATW RFP from October 4-8, 2026, which includes various pre- and post-convention story/photo tours throughout Haywood and North Carolina in return for SATW selecting Haywood, North Carolina, and the surrounding area as its site and for SATW paying the 2026 convention package price as negotiated by Visit Haywood and accepted by SATW and as outlined in any future attachments approved by both parties.

Now, therefore, the parties enter into an agreement on the following terms and conditions:

SECTION 1. DEFINITIONS

1. When used in this agreement, the following terms shall have the meaning set forth below:
 - a) "As agreed upon" — Where this Agreement indicates that the detail of responsibilities is to be "as agreed upon" it is intended that written agreements will be signed indicating the details agreed upon and these written agreements will be incorporated into this Agreement when signed by a representative of Visit Haywood and the current SATW President. Because these documents will be detailing an agreed-to responsibility rather than creating new responsibilities, the signatures of the above representatives will be considered binding. When a responsibility does not indicate "as agreed upon," it is intended that the party to this Agreement with that responsibility shall exercise sole discretion respecting the manner in which the responsibility is carried out.
 - b) "Convention Registrar" — This refers to the person and/or organization designated by SATW to act on its behalf as to logistical and administrative support (the organization designated to be chosen by SATW). SATW will be responsible for securing and paying for the convention registrar.
 - c) "Convention Liaison" — This refers to the person and/or organization designated by Visit Haywood responsible for carrying out the terms and conditions of this Agreement for Visit Haywood.
 - d) "Convention Chair(s)" — Defined as the individual(s) designated by SATW responsible for carrying out the terms and conditions on the Agreement for SATW; the persons so designated for the 2026 convention are Jason Frye and Lauren Frye. SATW reserves the right to adjust as needed in the future.
 - e) "Members" are defined as all members of SATW and their companions (as determined by SATW policy), and designated staff, speakers and guests invited by SATW to participate in the convention.

- f) "Convention" is defined as the 2026 Annual Convention of SATW. The official segment of the convention will be held in Haywood, North Carolina, from October 4-8, and the optional segments consisting of a minimum of eight (8) pre- and/or post-convention story/photo tours may be split as agreed upon, to various locations in and around Haywood and the entire country of United States, from October 2-4, and from October 8-10.
- g) "Convention Package" consists of four (4) nights lodging at the Terrace Hotel and Lambuth Inn at Lake Junaluska Conference & Retreat Center; and three meals and snacks per day during the official convention period. Also included is ground transportation in connection with the core convention, all meetings, events, tours and activities, and "as agreed upon" pre- and post-convention story/photo tours in Haywood and North Carolina (to be paid for separately from the convention fee).
- h) "Convention Period" is defined as both the "core convention" in Haywood from October 4-8 and the "optional periods" including the pre, post and board meetings 2-5 days prior to the core convention welcome reception.

SECTION 2. RESPONSIBILITIES OF Visit Haywood

- 1. During the official convention period Visit Haywood shall be responsible for the coordination of the following, as well as associated costs as outlined below, or as otherwise mutually agreed upon:
 - a) HOTEL: Provide accommodations and complimentary Wi-Fi in guest rooms and meeting space at the host hotel, the Terrace Hotel and Lambuth Inn at Lake Junaluska Conference & Retreat Center, for four (4) nights for all members, SATW staff and guests including speakers, sponsors and member guests attending the convention. If Visit Haywood extends invitations to other groups or individuals, such as but not limited to their dignitaries or their sponsors, they will be responsible for any additional costs or hotel arrangements unless they are not being used by SATW. In that case, they will be arranged as part of the hotel block.

→ Group Rate Availability

- The Group room rates, as established in this Agreement, will apply three (3) days prior and three (3) days after the dates outlined in the Room Block, based on availability of room type specified in the room block over the requested dates, at the time of request.
- b) EVENING EVENTS: Coordinate the following evening events for all convention attendees including F&B and audio visual needs: A first timers reception and a welcome reception at the Cataloochee Ranch the evening of October 4, 2026; An awards cocktail reception and seated dinner at the Waynesville Inn & Golf Club the evening of October 5, 2026; A Dine Around Evening Event at Downtown Waynesville on October 6, 2026; and a closing event at HART with passed appetizers and dinner on the evening of October 7, 2026. The arrangements and format of these functions, for which Visit Haywood and SATW may obtain mutually agreed upon sponsors, shall be developed with assistance from, and in agreement with SATW, and be in keeping with SATW convention

guidelines (see below – Section 4 – Sponsorship). Hosted bars will be provided at Visit Haywood's discretion with a minimum of complimentary beer/wine/soda provided at each evening event.

- c) **FOOD & BEVERAGE:** Provide breakfast, lunch, snack/coffee/refreshment breaks and dinner during the core convention period to all attendees beginning with the Welcome Reception on October 4, 2026 through breakfast on the final morning October 8, 2026. A grab and go option and time limit is acceptable. This includes food and beverage on all day tours as well.
- d) **TRANSPORTATION:** Once in Haywood, provide ground transportation from/to Asheville Regional Airport to/from Terrace Hotel and Lambuth Inn at Lake Junaluska Conference & Retreat Center in connection with the core convention. Pre-and post-tour host destinations will be responsible for any and all ground transportation for participating attendees, including airport transportation. Transportation for all off-site events shall also be included throughout the core convention from the host hotel. Solutions for attendees with special transportation needs will be included and determined in advance as needed. Any SATW member arriving on their own outside the core convention dates will be responsible for their own ground transportation from/to the airport and cost associated.
- e) **STORIES:** Provide professional story/photo opportunities/tours with knowledgeable guides/hosts during the official convention period. It is a preference that local interaction be a priority when designing these tours.
- f) **MEETING SPACE:** Provide meeting areas of sufficient size and technical capability with complimentary Wi-Fi, audiovisual equipment and systems, as needed and requested by speakers and SATW, to accommodate the Marketplace, professional development seminars, hospitality/media room, Board Meetings, events and/or any mutually agreed upon occasions that arise. Meeting space should meet American Disability Act (ADA) requirements.
- g) **AMERICANS WITH DISABILITIES ACT:** Hotel warrants and represents that as a place of "public accommodation", it is in compliance with the Americans with Disabilities Act (Public Law 101-336) and that Hotel will, in implementing instructions from Group for the event covered by this Agreement, comply with the provisions of the Americans with Disabilities Act and regulations issued there-under.

Group shall be indemnified and saved harmless by Hotel from and against any and all liability or claim for noncompliance with the Americans with Disabilities Act, or for any personal injury or property damage resulting from any violation of the Americans with Disabilities Act, including all expenses reasonably incurred in the defense of such liability or claim of liability.

The booking of Group is contingent upon a satisfactory inspection of Hotel, and if the inspection reveals areas of significant noncompliance with the Americans with Disabilities Act, Group reserves the right to terminate this Agreement without cancellation penalties of any kind.

- h) **MARKETPLACE:** Provide one representative from Visit Haywood to set and attend appointments with members virtually and/or on-site through the SATW process.
- i) **STAFF OFFICE:** Provide dedicated office workspace for SATW staff and convention committee members throughout the convention as well as complimentary Wi-Fi in all meeting, guest rooms and office space throughout the convention.

j) BOARD MEETING: Haywood and SATW will work together to determine plans at Waynesville Inn & Golf Club for a 3 day board meeting. Included in the convention price for the board members are lodging, meeting rooms and AV (minimal), all food and beverage during the meetings and evening receptions and/or off-site dinners or events, complimentary wireless internet, health club/pool access, if applicable and ground transportation to/from Asheville Regional Airport. Dates for the meeting shall be arrival on October 1, 2026 departure on October 4, 2026. The costs for board members not attending the core convention will be \$250 payable to Visit Haywood.

- During the pre- and/or post-convention story/photo tours period, Visit Haywood or a designated entity shall:
 - a) Provide at least eight (8), or more as agreed upon, professional pre- and post-convention story/photo tours in various locations in and around North Carolina including best available lodging for up to five (5) nights and three (3) (or as agreed upon) meals per day, transportation, guides, as needed, and all activities for all registrants who choose to take one of the offered itineraries. There should be enough story/photo tour options to allow each registrant the opportunity to participate in at least one tour. Transportation to and/or from the core convention airport by pre- and post-convention tour hosts should be provided. Each tour should have a minimum capacity of 8 people.
 - b) Agree to host a pre or post tour for Digital Publishers Council members including lodging, meals, transportation, and activities in alignment with overall pre and post tour program.
 - c) SATW may recommend to Visit Haywood the types of itineraries to be included and will provide feedback on itineraries in advance of finalizing the options. SATW will defer to Visit Haywood for final decisions on itineraries. It is the responsibility of Visit Haywood to make the final arrangements, provide day-by-day detailed itinerary descriptions, and coordinate each of the tours, with assistance from the SATW pre- and post-tour committee.
 - d) SATW will pay per-person fees, as mutually agreed upon, for SATW registrants attending the pre- and post-convention story/photo tours. SATW further suggests that favorable pricing including transportation will encourage additional SATW members to participate in the tours. Guest fees will be negotiated by Visit Haywood and the host destination, with final approval from SATW. Payments for these tours will be based on the number of participants actually attending the pre- and post-convention story/photo tours.

2. Visit Haywood shall also:

- a) Create an official logo for the convention to be approved by SATW to be used in promotional pieces, programs, banners and other collateral materials in conjunction with the convention and as agreed upon by both parties and following a defined timeline.
- b) Obtain accommodations at Terrace Hotel and Lambuth Inn at Lake Junaluska Conference & Retreat Center as mutually agreed upon by SATW and Visit Haywood, or other mutually agreed-upon properties of similar quality, at best possible rates for delegates staying in Haywood up to three (3) days prior to and/or after the official convention dates at each delegate's own expense. Rates should include all destination and resort fees. The host hotel will provide a link/website for hotel registration reservations so attendees can coordinate their own travel before or after the core convention within the mutually agreed upon timeframe to avoid attrition fees. Registrant's name, arrival and departure dates/times, dietary restrictions and other information required by the hotel will be provided by SATW in order to facilitate the booking of hotel rooms and meetings/events.

- c) Visit Haywood and SATW are not responsible for activities, transportation, or meals for those attendees choosing to arrive early or stay late to pursue independent activities.
- d) The preliminary list of attendees will be provided to Visit Haywood by the Convention Registrar on August 5, 2026 and will serve as the final guarantee. The final list of attendees will be provided to Visit Haywood by September 3, 2026. This list, upon verification by SATW and Visit Haywood, will serve as the final count of attendees against which any outstanding payments will be made by SATW to Visit Haywood.
- e) Facilitate and host air and ground transportation as well as accommodations in Haywood, other than personal expenses, for two organized advance trips. The advance inspection visits will be for no more than five (5) designated SATW representatives to assess, evaluate and become familiar with hotels, facilities including off-site venues, services and day and pre/post itineraries prior to the convention. Dates and arrangements for all inspections shall be as agreed upon and approved by an appropriate representative of Visit Haywood and the SATW Sites Committee Chair, Convention Chair(s) or Staff. SATW will invoice Visit Haywood for any outstanding, pre-negotiated fees and Visit Haywood will repay SATW within sixty (60) days of receipt of invoice.

SECTION 3. RESPONSIBILITIES OF SATW

1. SATW shall make every effort possible to attract members to the Convention. Registration will be open to all members for an initial period with encouragement to register as soon as possible since attendance is limited. If room, guests will be invited after the initial open period.
2. Coordinate the official announcement of the 2026 convention with Visit Haywood and partners.
3. Review in advance and approve content and format of all pre- and post-convention story/photo tour itineraries developed and proposed by Visit Haywood for attendees for the optional and official periods.
4. SATW will price the pre- and post-convention story/photo tours to its convention attendees.
5. SATW will provide Visit Haywood with a complimentary SATW membership for the period of October 1, 2025 through December 31, 2026.
6. Assign attendees by category to full and half day tours, pre and post tours. The Final lists will be sent to Visit Haywood by August 5, 2026. Specific tours may be canceled if not enough members sign up.
7. SATW will create the 2026 convention website as a sub-page of the www.satw.org website. Visit Haywood will be responsible for providing photographs, graphics, tour itineraries and other content for the site based on a mutually agreed upon timeline. Content, design and format of all material is subject to approval by Visit Haywood. SATW will be responsible for online registration, which will be made available to the attendees by a secure link on the convention web page.
8. Provide Visit Haywood with a preliminary roster of attendees (and their designations) registered for the convention no later than thirty (30) days after registration opens. A preliminary roster will be submitted to Visit Haywood within one week after registration opens and/or upon request on a weekly basis as mutually agreed upon.

9. By July 2026 or following the final site inspection, provide Visit Haywood with a list of requirements for the convention, including AV equipment, personnel and sites for activities, including the Hospitality Room, Marketplace, Awards Dinner, and other administrative and function areas.
10. Provide Visit Haywood with a final list of attendees (and their designations) registered for the official convention and pre- and/or post-convention story/photo tours by August 5, 2026.
11. Pay the expense and execute production and printing of delegate name badges.
12. Optionally, tote bags and other such convention paraphernalia may be provided through sponsors, subject to SATW approval.

SECTION 4. SPONSORSHIP

1. SATW and Visit Haywood will both obtain sponsors to offset costs respectively. SATW will focus on cash sponsors positioned to sponsor activities such as Title Sponsor, Presenting Sponsor, Awards Dinner and other meals, Professional Development sessions, Opening Reception, Closing Reception, Marketplace, Program Ads and other marketing collateral. Visit Haywood will focus on in-kind and cash sponsors to offset hard costs of the convention such as but not limited to; food and beverage partners, off-site venue rental fees, transportation, etc... Both parties retain approval rights on all cash sponsorship opportunities prior to final agreements and/or contracts being entered into by either party.
2. SATW will primarily target US and Canada based members, referrals from the board of directors and other partners throughout the US, Canada and International for sponsorship. Visit Haywood will primarily target and leverage relationships with local Haywood and United States partners on trade basis.
3. SATW and Visit Haywood will work closely to ensure target lists are coordinated to avoid overlap to potential partners.

SECTION 5. SATW FINANCIAL RESPONSIBILITIES

1. Payments shall be in U.S. Funds, as follows and will include the following; ground transportation to/from hotel and any off-site venues, four night stay at Terrace Hotel and Lambuth Inn at Lake Junaluska Conference & Retreat Center, complimentary wifi in rooms and meeting space, all meals (Sunday evening through Thursday morning), professional development sessions, keynotes and media marketplace meeting space, off-site evening events – welcome reception, awards dinner, dine around or equivalent, full-day tour and half-day tours, a closing reception, and tips. All fees will be paid to Visit Haywood at the following agreed upon rates.

495USD \$ PRICE per member

475USD \$ PRICE per spouse/guest sharing a room with a member and attending the convention

2. SATW shall pay Visit Haywood or an entity they designate an amount as agreed upon for each member and guest/spouse attending a pre- or post-convention tour based on the agreed cost of the chosen tour. The sum is per person, whether double or single occupancy, unless otherwise mutually agreed on for select trips with limited availability.

3. The registration period will begin in February for Early Bird registration through June, 2026. Any registration extension period beyond July 30, 2026 will be agreed upon by SATW and Visit Haywood.
4. Visit Haywood will provide up to (2) free registrations for the 2027 Convention host.
5. Visit Haywood will provide one complimentary registration for the SATW President and two complimentary registrations for the Convention Co-Chairs.
6. Installment payments shall be as follows:
 - The first payment will be processed the week of June 1, 2026 determined by current registrations.
 - A final payment will be processed within 45 days of the receipt of the final master bill based on final number of attendees.
7. All payments shall be made by wire transfer to the following address from SATW to:

DESTINATION BANKING INFO

SECTION 6. Visit Haywood AND SATW HELD HARMLESS

1. All SATW members will assume full responsibility for personal expenses, including laundry, personal phone calls, bar bills, room service charges, car rentals, in-room movies and amenities, personal gratuities, hotel parking, and any other personal charges. SATW and Visit Haywood assume no responsibility for any such charges. It is the responsibility of the host hotels to obtain all credit card information from all members and to collect these personal and incidental expenses.
2. SATW agrees to obtain waivers from all members attesting the signatory will not hold Visit Haywood, its officers, agents, volunteers, sponsors, tourism partners or employees responsible in any manner for any losses or costs incurred as a result of traveling to and participating in the official and optional periods of the convention. This testament shall include, and not be limited to, losses, costs or damages incurred as a result of injury, sickness, accident, theft, loss or damage to property, except that this subsection shall not be applicable in relation to matters as to which Visit Haywood or others shall be adjudged in such action, suit or proceeding to be liable for negligence, criminal misconduct or willful misconduct in the performance of a duty. Further, SATW agrees to recommend to all participants that they purchase suitable insurance to provide coverage for losses or costs incurred as the result of an injury, sickness, accident, theft, loss or damage to property.
3. Visit Haywood agrees to sign the contract with the host hotel, Terrace Hotel and Lambuth Inn at Lake Junaluska Conference & Retreat Center, on behalf of SATW. SATW assumes all responsibilities for meeting deadlines as outlined in the contract between Visit Haywood and the host hotel, Terrace Hotel and Lambuth Inn at Lake Junaluska Conference & Retreat Center.

SECTION 7. MANAGEMENT OF THE CONVENTION

1. Development, implementation and management responsibilities for the itinerary and program during the official period of the convention are under the authority of SATW. Visit Haywood shall make no changes or additions to the scheduling of any activities, events or programs, their facilities or their locations during these periods without the written approval of SATW.

2. Development and implementation responsibilities for the itineraries and the destinations during the pre- and/or post-convention story/photo tours are under the supervision of Visit Haywood, subject to advance approval by SATW following on-site inspections by designated SATW officials. SATW will forward to Visit Haywood and pre- and post-tour hosts any recommended changes in writing evaluating the content of each pre- and/or post-convention story/photo tour in terms of its providing maximum opportunities for members to accomplish story and photo research. Visit Haywood will extend its best efforts to accommodate all reasonable changes recommended by SATW.

SECTION 8. CHANGES

Any changes in the terms of this agreement shall be approved in writing by the signing representatives of both parties.

SECTION 9. FORCE MAJEURE

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located or one or more areas where tours, or pre/post tours were scheduled, the US Department of State gives Haywood, North Carolina a “Do Not Travel” advisory; COVID-19 conditions, restrictions or outbreak in the US or Haywood, North Carolina; natural disaster; civil unrest; crime; organized crime; or declared war in the United States or Haywood, North Carolina) make it illegal or impossible to hold the Convention. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence. All deposits made by convention attendees will be refunded should this clause be enacted.

SECTION 10. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold harmless the other party and its officers, directors, agents and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees, to the extent caused by the indemnifying party's negligence or willful misconduct in connection with the provision and/or use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability to either party.

SECTION 11. RELUCTANCE TO TRAVEL

If actual, threatened or suspected terrorist activity or similar hostilities or public health concerns cause suspension or restriction of travel (in general or to a particular location), or reasonable reluctance to travel by at least 25% of Group's total anticipated meeting attendees, any attrition caused by a decrease in attendance as a result of such circumstances will be waived.

SECTION 12. SIGNATORIES

The signatories warrant that they are authorized to enter into this agreement on behalf of their respective parties.

SECTION 13. NOTICES

Any notice or other document given in conjunction with this agreement shall be sufficiently given if it is delivered personally or mailed prepaid registered, in the mail and address mentioned ahead. In case a domicile changes, the other party shall be notified with the new domicile.

AGREED BY:

Corrina Ruffieux
Executive Director
Visit Haywood

Date: _____

Mary Jo Manzanares
President-Elect, 2026-2027
Society of American Travel Writers
529 14th St NW #1280, Washington, DC 20045

Date: _____

Other clauses to consider adding: