



## St. Cloud Chamber of Commerce Folded Street Map

### PUBLICATION AGREEMENT

This contract is a legal agreement between Great Southern Publishers, Inc. dba 365 Degree Total Marketing, hereinafter referred to as Publisher, and the St. Cloud Chamber of Commerce, located at 1200 New York Ave., St. Cloud, FL 34769, its successors and assigns, hereinafter referred to as the Chamber, to establish the working relationship for the publication of the St. Cloud Chamber Official Street Map. Great Southern Publishers, Inc. is to serve as the exclusive Publisher with the license to use the name of the Chamber, its logo and all trademarks for the Map for a 6-year period with the following agreed upon standards of performance:

Paper weight:	60# Offset or 70# Gloss
# of Panels:	based on ad sales
Color:	All full color
Annual Quantity:	2,000 (+ or – 5% in respect of generally accepted printing standards)
Frequency of Publication:	1x every other year – 2025, 2027, 2029
Sales period:	
Contract Longevity:	3 editions

The Chamber agrees that the Map produced for the Chamber is and will be the exclusive street Map sponsored or supported by the Chamber. The Chamber will not endorse, sponsor, support, or permit the sponsorship, support or sale of any other similar or comparable map or atlas publication beginning with the date of the Publisher's contract and extending through the year following publication of the final edition.

The Publisher agrees to cover all costs associated with the publishing of this Map with the support of the Chamber. The revenue will be raised through advertising sales completed by the Publisher. Chamber Members will receive preferential pricing and space reservation consideration. Non-members will have to pay an additional 10% premium rate. The Chamber will provide support to the Publisher that will include, but not be limited to, sending e-blasts endorsing the Publisher and announcing the project, providing Chamber Member business names, addresses, contact names, email addresses and phone numbers in an Excel database format, announcing and promoting the Map at all Chamber events that occur within 60 days of the sales period, sending out 3-4 e-mails to members, inclusion in newsletters / releases sent out to businesses, promoting the Map in planned marketing campaigns for the area, providing free business after hours or other event booth space for promotion of the Map, making support phone calls to potential advertisers and other general promotional and support activities that are needed. Any accounts on the Chamber database at the time it is supplied for sales will be honored. The Publisher will be allowed the establishment of at least two trade-for-advertising accounts to offset sales expenses. The Chamber may not commit free space in trade for Chamber services due to the limited space available. The trade accounts will not be included in the total sales revenue.

The Publisher will assign seven staff members in project management, sales, graphic design, editorial and administration to this project. The Publisher will cover all costs involved in the research, writing, sales, production, design, proofing, printing, and shipping to one central location. The Publisher will also design professional ads for the advertisers at no additional cost. The Publisher will send a proof(s) to all advertisers not submitting camera ready ads to allow changes to be made prior to publication.

365° Total Marketing & Great Southern Publishers, Inc.  
153 Follins Lane • PO Box 20568 • St. Simons Island, GA 31522  
912.638.0780 • Toll Free 800.697.5568 • Fax 912.638.1883





## St. Cloud Chamber of Commerce Folded Street Map

### PUBLICATION AGREEMENT

The Chamber will receive royalty payments of \$1,250 once minimum sales of \$45,000 are met, \$2,500 with sales of \$50,000-\$55,000, and \$4,000 with sales over \$55,000. These commission amounts are based on printing prices as of January 2025, if printing prices increase, the commissions may have to be decreased at cost. The amount due to the Chamber will be paid in three equal monthly installments beginning no later than 60 days after the Map has been published. The Publisher's Chamber dues will be included in this total revenue paid. If the Chamber chooses to delay the Map sales schedule, they will forfeit their commission in that year. The Publisher must receive a 90-day advance notice that the sales schedule will be delayed, and the delay cannot be more than 60 days from originally scheduled date. If any project elements or proof is held more than 30 days after receipt without prior notification and agreement of return date from both parties, the Chamber will forfeit 50% of the revenue share amount, and if any project elements or the proof is held more than 60 days after receipt without prior notification and agreement of return date from both parties, the Chamber will forfeit the full commission amount.

The Chamber will make sure that no other Chamber-sponsored advertising is sold within four months of the sales start date for these projects. If the publication is sold within the same year as a major Chamber fund raising campaign with an outside firm, the Chamber will forfeit the earnings during that year due to the effect on advertising support, or the Chamber and the Publisher will work together to create a package program that will incorporate the guide or map advertising in the campaign sponsor levels.

The Publisher will coordinate with the county Geographic Information Systems Service Bureau or 911 Service to provide the most updated mapping data available. The Chamber will work with the Publisher to obtain the files at no charge from the G.I.S. department or 911 Service. The Publisher will own the legal copyright to the formatted and edited Map, including all advertising therein, and shall have the exclusive right to register the copyright for the Chamber Map. The Chamber will have final control over the cartographic content, format, and design of the Map, including cover design, title and artwork. The Publisher will require the participation of outside map experts in proofing the Map such as the 911 service, Geographic Information Systems, the police or fire department to ensure the current accuracy of the Map. The Publisher will include two proofs to the Chamber in the production of this Map and will allow five days for the Chamber to proof it. If the Chamber takes longer than this time period for proofing, the publication date will be adversely affected. A Chamber representative will be required to initial approval prior to printing. Any design changes or G.I.S data changes occurring after the second proof will be charged to the Chamber at \$150 per hour publisher redesign time. Any spelling, street name changes, points of interest locators or formatting changes will be made at no cost. After publication, the Publisher will create an interactive Map for the Chamber's website. The Chamber agrees to place interactive Map on their home page that links through the Publisher's website at no additional charge. Any updates or changes that need to be made to these on-line pages at future dates can be made for just \$150 per hour.

The Publisher will retain rights to all artwork and designs within the Map. If graphic elements are needed from the Publisher, the Chamber can purchase reproductive design rights or editable rights for a fee. The Chamber will manage and fulfill all distribution and individual requests for the Map. The Publisher will deliver maps to the advertisers from the contracted press run above. The Publisher will work with the Chamber or Chamber Ambassadors on delivery of the Maps to all advertisers. The Chamber will ensure that each member will receive a copy of the Map whether by mail or Ambassador delivery.

365° Total Marketing & Great Southern Publishers, Inc.  
153 Follins Lane • PO Box 20568 • St. Simons Island, GA 31522  
912.638.0780 • Toll Free 800.697.5568 • Fax 912.638.1883





## St. Cloud Chamber of Commerce Folded Street Map

### PUBLICATION AGREEMENT

The Chamber recognizes that the local Geographic Information System is the basis for the data from which the Map is created. The Chamber must agree to indemnify and hold Great Southern Publishers, Inc., its agents and representatives, harmless against any expense or loss by reason of any claims arising out of the map once proofs have been accepted, including, without limitations, claims or suits for libel, violation of right of privacy, plagiarism and copyright infringement. All contents of advertising and editorial are subject to the approval of the Publisher and the Chamber. The Publisher and the Chamber reserve the right to reject or cancel any advertisement, insertion order, space reservation or position commitment at any time. The Chamber will have final approval rights on all contents of the Map. The Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement. All advertisements and editorial are accepted and published upon representation that the agency and advertisers are authorized to publish the entire contents and subject matter thereof.

Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes, or disturbances, material shortages or rationing, riots, acts of war, acts of terrorism, governmental regulations, communication or utility failures of more than 15%, a major economic downturn resulting in a recession or depression as defined by the U.S. Department of Commerce (recession/depression), casualties (a "Force Majeure Event"), or a major local economic downturn of more than 15% including but not limited to such caused by the loss of military base or major area employer. Each party is required to use reasonable efforts, under the circumstances to notify the other party of the circumstances causing the delay and to resume performance as soon as possible. In the event either party fails to deliver the Publications or any information, approvals or services due the other party as a result of such causes, and such delay is for more than (90) days, either party shall have the right to terminate this Agreement. Written termination must be received by either party within 30 days of delivery of the most recent publication. If the contract is cancelled after that, the Chamber will pay the Publisher \$2,500 due to scheduling and revenue losses. All written cancellations must be sent certified or registered mail or confirmed email receipt. Disclosure, copy, distribution or use of this information to or with Publishers competitor is strictly prohibited.

This agreement and each of its terms and conditions shall be construed in accordance with and governed by the laws of the State of Georgia. Neither this agreement, nor any part thereof, may be amended or changed except by written agreement signed by both parties hereto.

\_\_\_\_\_  
Great Southern Publishers, Inc. dba 365 Degree Total Marketing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chamber Representative / Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chamber Representative Printed Name

365° Total Marketing & Great Southern Publishers, Inc.  
153 Follins Lane • PO Box 20568 • St. Simons Island, GA 31522  
912.638.0780 • Toll Free 800.697.5568 • Fax 912.638.1883

