

## **AGREEMENT FOR VENDOR SERVICES**

**THIS AGREEMENT** is made this \_\_\_\_\_12th\_\_\_\_\_ day of February, 2018 (hereinafter "Effective Date"), between the City of Johns Creek Convention and Visitors Bureau (hereinafter "CVB"), with a principal place of business at 10700 Abbotts Bridge Rd. Suite 190, Johns Creek, Georgia, and Urban Catalyst Lab Inc. (hereinafter "Vendor"). Hereinafter this document and all attachments or exhibits are referred to as the "Agreement".

### **1. Services.**

a. Vendor has agreed to provide certain Services (hereinafter "Services") as set forth and defined in detail in Exhibit "A" which is attached hereto and incorporated herein.

b. Vendor will determine the method, details, and means of performing the Services described in Exhibit A. The CVB may specify the results desired in regard to the specified Services.

### **2. Compensation.**

The CVB agrees to the payment structure as established in Exhibit "A".

### **3. Vendor's Obligations.**

Vendor agrees to provide the Services, more fully described in Exhibit A, to the CVB. Vendor understands and covenants that all information acquired in connection with the Services rendered, as well as the results of the Services rendered by Vendor to the CVB, are considered private and confidential to CVB only. All correspondence, information, memoranda, files, photographs, technical data, reports, documents or information of any nature whatsoever concerning transactions handled by Vendor for CVB, along with final reports and recommendations, are and shall remain the sole property of the CVB.

### **4. CVB's Obligations.**

CVB agrees to comply with all reasonable requests of Vendor necessary to the performance of Vendor's duties and Services under this Agreement. To the extent any approval of the City of Johns Creek is necessary to accomplish the tasks of Vendor, the CVB will assist in obtaining such approval, but cannot guaranty any result.

### **5. Liability for Damages**

The Vendor shall be fully responsible for any and all claims or damages whatsoever

arising from any act or omission on its part made in connection with providing the Services.

**6. Indemnification.**

Vendor hereby agrees to indemnify and hold harmless the CVB against and from any loss, cost, claim, demand, damage, liability, or expense (including reasonable attorneys' fees) claimed against or incurred and/or paid by the CVB or any of its members, employees, representatives and attorneys, by reason of the CVB being held liable for any debt, liability or obligation of the Vendor or due to the Services provided by Vendor.

**7. Miscellaneous.**

a. Cooperation. Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement

b. Venue and Jurisdiction. Any legal actions instituted by a party hereto shall be brought in the Superior Court of Fulton County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

c. Entire Agreement. This Agreement, and the Exhibit "A", constitute the entire agreement of the Parties herein. This agreement, nor Exhibit "A" can be amended without the prior written consent of both Parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**CITY OF JOHNS CREEK CONVENTION AND VISITORS BUREAU ("CVB")**

 (signature)

Lynda Lee Smith (name)

Chair, JCCVB (title)

**URBAN CATALYST GROUP ("VENDOR")**

\_\_\_\_\_ (signature)

\_\_\_\_\_ (name)

\_\_\_\_\_ (title)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (name)


\_\_\_\_\_ (title)

**URBAN CATALYST GROUP (“VENDOR”)**

 \_\_\_\_\_ (signature)

Ruxanda Renita \_\_\_\_\_ (name)

Co-Founder & Change Catalyst \_\_\_\_\_ (title)

 \_\_\_\_\_ (signature)

Ana Gabriele Sabancevaite \_\_\_\_\_ (name)

Co-founder & Programs Director \_\_\_\_\_ (title)

## EXHIBIT A

(To "Agreement for Vendor Services")

Vendor is designating and providing an artist (hereinafter referred to as "lead artist") to CVB for the creation of a mural by the lead artist at a location in Johns Creek, Georgia, to be determined at the sole discretion of the CVB. Vendor will provide, at the expense of the Vendor, all materials needed for the lead artist to create the mural, as well as facilitating conversations and communication between the lead artist, CVB, and the local community regarding the design of the mural. Vendor and CVB shall communicate on the content of the mural and though Vendor cannot guarantee any specific end result, Vendor will instruct the lead artist to comply with the wishes of CVB. It is anticipated there will be three community input meetings in which the community leaders/residents will give input on the design. The Lead Artist will present sketches at the second meeting for community input. The Lead Artist shall have the right to make the decision on the final design pending design approval by the GDOT, as well as any other necessary governmental entities, prior to commencement of the project.

CVB will provide lodging April 10-21, 2018, at its sole expense, for the lead artist in Johns Creek (including breakfast, laundry, and wireless internet at the lodging location) at a site of its choosing, during mural construction. The CVB will also provide two local artists as volunteers to assist the lead artist, and will provide the venue and advertisement for community meetings/interventions, a space for the lead artist to store materials during the mural construction, as well as a rental car or other transportation for the lead artist, during construction of the mural. The CVB will guarantee and insure that the area the artist is creating the mural is safe. CVB will communicate all of the above details to the Vendor no later than 2 weeks before lead artist is to arrive in Johns Creek, Georgia.

The CVB commits to timely payments understanding that the failure to do so might interfere with the set timeline for the delivery of Vendor's services outlined under this agreement. For the above, Vendor will be paid \$6,500.00 to be due on or before February 14th, 2018. Vendor will be paid \$9,598.00, to be due on or before March 15, 2018. Vendor will be paid a final payment of \$9,598.00, due on or before April 22, 2018. Total payment due to Vendor under this agreement is \$25,696.00.

This Exhibit "A" contains the full and entire agreement between the Vendor, the lead artist and the CVB. Any amendment to this Exhibit "A" must be in writing and signed by all parties.

AGS

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