

## **MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT (this "Agreement"), made effective this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Gahanna Convention & Visitors Bureau, an Ohio not-for-profit corporation (hereinafter, "Manager"), and the City of Gahanna, an Ohio municipal corporation (hereinafter, "City"). Manager and City shall be referred to individually as a Party or collectively as the Parties.

### **RECITALS:**

**WHEREAS**, the City is the owner of certain real property and operator of the entity known as Herb Center (hereinafter, the "Herb Center"), located at 110 Mill St., Gahanna, OH.

**WHEREAS**, the City desires a third-party to market, manage, and operate the Herb Center.

NOW THEREFORE, Parties agree upon the following terms and conditions:

1. **Appointment of Manager.** The City hereby appoints the Manager to market, manage, and operate the Herb Center.
2. **Term of Appointment.** The term of the Manager's appointment shall begin upon execution of this Agreement and end January 1, 2019, unless otherwise extended or terminated as provided herein.
3. **Compensation.** Unless otherwise agreed in writing, Manager shall receive compensation for managing and marketing the Herb Center, with such compensation to be paid pursuant to the fee schedule attached hereto and incorporated herein as Exhibit A.
4. **Acceptance of Appointment.** Manager hereby accepts appointment and agrees to perform all services necessary for the management and the operation of the Herb Center, including supervising the city employees assigned to the Herb Center, overseeing programming for the Herb Center, and marketing and promoting the Herb Center.
5. **Relevant Documents.** Promptly upon execution of this Agreement, the City shall deliver to Manager all relevant documents in City's possession regarding and related to the Herb Center, including but not limited to all financial documents regarding the operations of the Herb Center. City also agrees to provide Manager with full access to the Herb Center webpage and social media pages.
6. **Deposits of Income.** All sums received from income generated by the Herb Center during the period of this Agreement shall be deposited from time to time as collected by Manager to the credit of City in the City's designated bank account. All such receipts shall at all times remain the property of City.

7. Payment of Expenses. All invoices for expenses incurred by Herb Center operations during the period of this Agreement shall be promptly submitted by Manager to the City for timely payment. All such expenses of the Herb Center shall remain the responsibility of the City. The City also shall retain full ownership and maintenance responsibility for the building and premises that comprise the Herb Center.

8. Utilities and Services. The City will provide utilities for electricity, gas, fuel oil, sewage, trash disposal and vermin extermination.

9. Inclusion in Gateway. The City agrees to continue to list all Herb Center programming in any issues of the Gateway that are published during the term of this Agreement.

10. Scheduled Events. The Manager and City agree to approve and support previously scheduled programs, activities, and events as listed in the published 2018 Gateway.

11. Exclusiveness of Agency. The City, during the term of appointment of Manager hereunder, shall not authorize any other person, firm or corporation to negotiate or act as Manager with respect to any leases for space in the Herb Center.

12. Independent Contractor. Manager represents that it is signing this Agreement as an independent contractor, and that this Agreement is not intended to provide or create any employer/employee relationship between Manager and City.

13. Supervisory Authority. The City authorizes Manager to supervise the city employees assigned to work for the Herb Center. The Manager shall work with the Director of Human Resources for the City regarding all employee-related issues including disciplinary actions.

14. Hold Harmless. City agrees to indemnify and hold Manager, its affiliated officers, Managers, contractors and employees, harmless from any damages it sustains in connection with the management of the Herb Center and from any liability associated with injury suffered by any person. City shall indemnify and hold Manager harmless for any error of judgment or for any mistake of fact or law, or for anything it may do or refrain from doing hereunder, except in cases of willful or criminal misconduct.

15. Assumption of Liability. Manager shall not be liable for the acts or omissions of City. The City shall not be liable for the acts or omissions of t Manager. The City shall obtain and keep in force adequate insurance against physical damage and against the liability for loss, damage or injury to the persons which might arise out of occupancy, management, operation or maintenance of the Herb Center. City agrees to list Manager as an "additional insured" on the liability policy and provide proof of said insurance coverage upon request.

16. Assignment. Neither Party hereto shall have the right to assign this Agreement without the written consent of the other Party, except as provided herein.

17. Termination. This Agreement may be terminated by either party with or without cause by giving thirty (30) days written notice to be directed to the undersigned below. If no

timely written notice is given prior to the end of the term, this Agreement shall renew for a period of one (1) year.

18. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Parties hereto.

19. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties hereto, and no modification thereof shall be effective unless made by supplemental agreement in writing executed by the Parties.

20. Waiver. The failure of City or Manager to seek redress for any breach or default of this Agreement shall not constitute a waiver and the City or Manager shall have all remedies provided herein and at law or in equity with respect to any such act or subsequent act constituting such breach or default.

21. Severability. If any provision of this Agreement shall be held invalid, the other provisions of this Agreement shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.

22. Jurisdiction. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

CITY OF GAHANNA:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

GAHANNA CONVENTION & VISITORS  
BUREAU:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A: FEE SCHEDULE

Management Fee \$