

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services (this "Agreement") is entered into on May 20, 2019 (the "Effective Date"), by and between the City of South Bend, acting by and through its Board of Park Commissioners (the "City"), and Chuck Fry ("chuckfrv.com"), a sole proprietor with his Principal place of business located at [REDACTED], [REDACTED] the "Provider") (each a "Party" and collectively the "Parties").

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Services. The Provider will provide to the City the professional services (the "Services") set forth in the Provider's proposal attached hereto as Exhibit A (the "Proposal"), which Proposal is incorporated herein. In the event of any conflict between the terms of this Agreement and the terms of the Proposal, the terms of this Agreement will prevail. The Provider will execute its obligations under this Agreement in accordance with the prevailing professional standard of care for projects of similar design and complexity.

2. Compensation. In exchange for the Provider's satisfactory performance of the Services, and subject to the terms and conditions of this Agreement, the City will pay the Provider the Program Fee stated in the Proposal (the "Contract Amount") in accordance with the project budget stated in the Proposal. The City will pay the Contract Amount in installments upon invoicing by the Provider as set forth in the Proposal (each a "Contract Installment"). The City will not be required to pay any Contract Installment if the City is not satisfied with the Provider's performance under this Agreement or any default or breach of this Agreement by the Provider exists, as the City may determine in its sole discretion. The sum of all Contract installments will not exceed the Contract Amount, and the Provider will not incur or seek reimbursement for any expenses in excess of the Contract Amount.

3. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Provider's satisfaction of all its obligations hereunder and the City's final payment therefor. Notwithstanding the foregoing, effective immediately upon delivery of a written termination notice to the Provider, the City may terminate this Agreement, in whole or in part, for any reason, if the City determines that such termination is in the best interest of the City. In addition, in accordance with Ind. Code 6-1.1-18-4, payments are subject to annual appropriation by the City. If the City makes a written determination that funds are not appropriated or are otherwise unavailable to support the continuation of this Agreement, it shall be cancelled. A determination by the City that funds are not appropriated or are otherwise unavailable to support the continuation of performance shall be final and conclusive. The City will not be required to pay any Contract Installment or be otherwise liable for any cost associated with the Provider's performance of any Services after the effective date of

termination.

4. Remedies for Breach of Contract. Failure to complete the Services in accordance with this Agreement will be considered a material breach. In the event of such breach, the City may suspend all payments to the Provider and may pursue any and all remedies available at law or in equity. The Provider shall repay to the City any portion of the Contract Amount expended for matters not within the scope of the Services.

5. Point of Contact. The City employee identified in Section 9 below will serve as the City's principal point of contact for purposes of this Agreement.

6. Relationship. The Provider shall at all times be an independent contractor for the performance of the Services rather than an employee of the City, and no act or omission to act by the Provider shall in any way bind or obligate the City. This Agreement is strictly for the benefit of the Parties and not for any third party or person. This Agreement was negotiated by the Parties at arm's length and each of the parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto. The City and the Provider hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Provider and the City and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and the Provider.

7. Indemnification of City. The Provider hereby agrees to defend, indemnify, and hold harmless the City, its officials, employees, and agents from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the City, its officials, directors, employees, and agents. The obligations of the Provider under this section shall survive the termination of this Agreement.

8. Assignment. The Provider shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the City.

9. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the City or the Provider, as the case may be, at the address set forth below.

Provider:
Chuck Fry

City:
City of South Bend
Venues, Parks & Arts Department
South Bend, IN

Attn: Chuck Ray

Attn: _____

10. Equal Opportunity; Non-Discrimination; Compliance. The Provider shall comply with all applicable laws and regulations in its hiring and employment practices and policies for any activity covered by this Agreement. The Provider shall comply with all state, federal, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code 22-9-1-10 (non-discrimination), the provisions of Ind. Code 5-22-16.5 (disqualification for dealings with the government of Iran), and the provisions of Ind. Code 22-5-1.7 (requiring E-Verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions is incorporated herein as if set forth in full, and the Provider certifies that it is in compliance with each such provision and shall remain in compliance through the term of this Agreement.

11. Contractor's Affidavit. The Provider agrees, as a condition precedent to the effectiveness of this Agreement, that its authorized representative will execute and submit to the City and any other appropriate bodies an affidavit in the form attached hereto as Exhibit B.

12. Drug-Free Workplace. The Provider hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to the City within ten (10) days after receiving actual notice that the Provider or an employee of the Provider within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

13. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Provider and the City. This Agreement will be construed and interpreted according to the laws of the State of Indiana, and any dispute arising out of this Agreement or otherwise concerning the Provider's rendering of the Services will be resolved in the courts located in St. Joseph County, Indiana, unless the Parties mutually agree to a different method of dispute resolution.

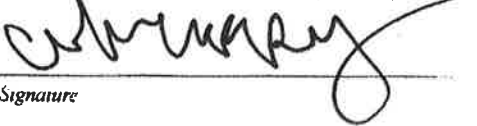
14. Severability. All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid, or unenforceable provision were not a part hereof, unless the provision held illegal, invalid or unenforceable is a material provision of this Agreement, in which case the Provider and the City agree to amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.

Force Maieure. The Provider shall not be responsible for any failure or delay in the performance of any obligation hereunder, if such failure or delay is due to a cause beyond the Provider's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Professional Services to be effective as of the Effective Date stated above.

CHUCK FRY (chuckfry.com)


Signature

CHUCK FRY / PRODUCER
Printed Name and Title

901 E. MARION ST.
Street Address

P.O. Box
MISHAWAUA, IN 46845

(300) 980-1967
Telephone Fax

CITY OF SOUTH BEND, INDIANA
BOARD OF PARK COMMISSIONERS

Mark Neal, President

Consuela Hopkins, Vice President

Aimee Buccellato, member

Dan Farrell, Member

ATTEST:

Eva Ennis, Clerk

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Professional Services to be effective as of the Effective Date stated above.

CHUCK FRY (chuckfry.com)

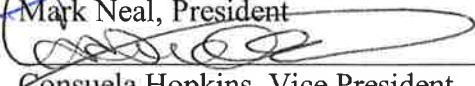
**CITY OF SOUTH BEND, INDIANA
BOARD OF PARK COMMISSIONERS**

Signature



Mark Neal, President

Printed Name and Title



Consuela Hopkins, Vice President

Street Address

Aimee Buccellato, Member

P.O. Box



Dan Farrell, Member

City, State Zip

ATTEST:



Eva Ennis

, Clerk

prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 17 day of May, 2019

checkfry.com
Contractor/Bidder (Firm)
[Signature]

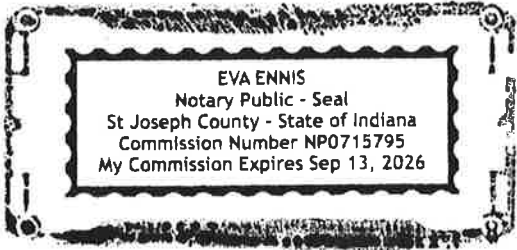
Signature of Contractor/Bidder or Its Agent

Chuck KRM

Printed Name and Title

Subscribed and sworn to before me this 17 day of May 2019

My Commission Expires September 13, 2026 Eva Ennis



Notary Public

St. Joseph

County of Residence

chuckfry.com

VENUES PARKS & ARTS // Best.Week.Ever. 2019

Online Videos

AGREEMENT ISSUED: 5.7.2019

CONFIDENTIAL

This proposal and supporting materials contain confidential and proprietary business information of CHUCKFRY.COM. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with others, except as required by law (including, without limitation, any applicable public access laws).

Statement of Work

Website Videos

Chuck Fry will produce 2 videos for Venues Parks & Arts.

The first video will be a fun, high energy Hype/ Recap video of BWE 2019. The other will be a sweet, informational, docu-style 3-4 minute piece about Rum Village or Boomer. Still TBD.

Project Deliverables to include:	Quantity
:60 Hype/ recap video	1
3-4 minute storytelling video	1
Project Total Not to Exceed	\$7,500

Agreement Terms – Chuck Fry will invoice the Client for each payment.

Client will have 35 days from the date of invoice to make payment.

\$2,500.00 upon authorization

\$2,500.00 upon shoot completion

\$2,500.00 upon final delivery

PROJECT

AUTHORIZATION

Client: Venues Parks & Arts

Chuckfry.com (hereinafter referred to as Chuck Fry) is to provide creative, production and project management to develop and maintain the aforementioned project deliverables (hereinafter referred to as Project) as required by this Proposal and as agreed to by the above named Client (hereinafter referred to as Client).

Assignment of Project

Chuck Fry reserves the right, and Client hereby agrees, to assign subcontractors to this Project to ensure that the terms of this agreement are met and completed on time.

Project Copyright

Copyright to the finished footage and materials produced by Chuck Fry will be owned by Client, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics and work-up files are specifically not transferred to Client and remain the property of their respective owners. Chuck Fry and its subcontractors retain the right to display the finished video as an example of their work in their respective portfolios.

Copyrights and Trademarks

The Client unconditionally guarantees that any element of text, graphics, photos, designs, trademarks, music or other artwork furnished to Chuck Fry for inclusion in the Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and demand Chuck Fry and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

Payments

Payments must be made promptly based on the terms of this Project. If collection is necessary, the Client agrees to pay all fees (including attorney's fees and court costs) incurred. This agreement becomes effective only when signed by Chuck Fry. Regardless of the place of signing of this agreement, the Client agrees that for the purpose of venue, this agreement was entered into in South Bend, Indiana and any dispute will be litigated or arbitrated in South Bend, Indiana, and the Client hereby consents to the personal jurisdiction of the State Courts.

All payments will be made in U.S. Dollars.

VPA Representative Printed Name

Please Sign Here to Approve

Date

CHUCK FRY

5/15/19

Chuck Fry Signature

Date