

C O N T R A C T
West Lafayette Farmers Market Marketing Campaign Coordinator
for the USDA Grant
– Grace Lemen

This Agreement entered into this 30th day of December, 2014 by and between Grace Lemen, 320 Brown Street, apt 706, West Lafayette IN 47906 (hereinafter called “Contractor”) and the City of West Lafayette (hereinafter called the "City").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

ARTICLE 1. Engagement

The Contractor hereby agrees to implement marketing, surveys and metrics for the 2014 USDA Farmers Market Promotion grant as per the attached proposal and do all things necessary to complete the various elements of the project within the time periods as indicated on the proposal.

ARTICLE 2: Scope of Work

The work involves working with graphic designers and media outlets to develop and place marketing materials, organize direct mailings and other outreach to potential vendors, create and oversee installation of signage at the market, conduct surveys regarding market awareness, oversee counts of market attendance, survey low-income housing developments, analyze vendor lists and product lists for growth and provide the necessary documentation as needed for the grant.

ARTICLE 4. Payment.

The City agrees to pay the Contractor total compensation of One Thousand Two Hundred dollars (\$1,200.00) at a rate of Ten dollars (\$10.00) per hour. For payment an invoice must be submitted to the City in compliance with the City of West Lafayette’s procedures. Partial payments will be made based upon the percentage of work completed and approval by authorized City representatives. Payment will be made within thirty (30) days of submission of the invoice to the City.

ARTICLE 5. Termination of Agreement.

In the event Contractor fails to furnish materials or execute work in accordance with the provisions of this Agreement, or fails to proceed with or complete the work within the time limit specified in this Agreement, or if the provisions of this Agreement are otherwise violated by the Contractor, the City may send a written notice to the Contractor indicating she is in default of this Agreement.

Said notice shall contain the reason for the City's intent to declare the Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease, the Contractor, by written notice, shall be declared in default, her right to proceed under the Agreement terminated, and the Agreement shall terminate.

ARTICLE 6. Indemnification.

The Contractor agrees to indemnify and hold the City of West Lafayette and its officers, agents, officials, and employees harmless from any and all claims, actions, causes of action, judgments, and liens arising out of any act or omission by the Contractor or any of its officers, agents, employees, or sub-contractors, vendors or sub-contractors. Such indemnity shall include attorneys' fees, all costs, and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 7. Enforcement.

Notwithstanding any term herein to the contrary, in the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including reasonable attorney fees.

ARTICLE 8. Severance.

The intent of the parties is that this Agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

ARTICLE 9. Contract Documents.

The contract documents include this Agreement, and the Contractor's proposal. Said documents are hereby incorporated into and made part of the Agreement the same as if herein fully set forth.

ARTICLE 10. Records.

The Contractor will maintain proper records for review by the City.

ARTICLE 11. Date of Completion.

The completion date is September 30, 2016. Any delays shall be agreed upon between the Contractor and the Department of Development.

Dated: _____

BY: _____
Contractor – Grace Lemen

Printed: _____