



GRANT AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City" or "Granter") and Promote Carmel, Inc. (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That Grantee is an Indiana not-for-profit corporation workfog in partnership with the City to promote the City of *Carmel*, Indiana, its events and unique qualities, to both visitors and residents as part of the broader mission to sustain pride in our community and attract and retain new residents and corporate employers. Promote Carmel will also own and operate the All Things Carmel store, which will serve as a "visitors center" and gift shop on Main Street and, potentially, future locations in the City.
2. **Tourism and Economic Development.** The City believes that partnering with Grantee wiH help to attract tourists to Carmel from other cities and states and encourage economic development and tourism.
3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds to accomplish the stated purpose in Sections 1 and 2 hereinabove.
4. **Warranty of non-profit status.** Grantee and City hereby mutually represent and warrant that Grantee is a not-for-profit corporation formed in Indiana and does not now and will not have shareholders and will not issue dividends. Grantee represents it is applying to the Internal Revenue Service for 501(c)(3) designation, which it may or may not receive.
5. **City's right to request audit or review.** Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make aJJ books, accounting records, and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three

(3) years after final payment of funds from the City for the purpose of an audit requested by the City, the State of Indiana, or their designees.

6. **Quarterly financial statements.** Grantee agrees to provide the City quarterly financial statements within 45 days after each quarter-end.
7. **Year-end review.** Grantee agrees to provide the City a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.
8. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to operate the All Things Carmel Store or to accomplish the stated purpose in Sections 1 and 2 hereinabove and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received from the City.
9. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ any unauthorized aliens.

The Grantee affirms under the penalties of perjury that it has enrolled and is participating in the E-Verify program as defined in Indiana Code § 22-5-1.7-3. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

10. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the Laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, it waives its right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.
11. **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.
12. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be

modified by written amendment executed by both parties hereto, or their successors in interest.

13. **Continuation.** Grantee agrees any grants awarded in any year shall be subject to the terms of this Agreement.
14. **Partnership.** City agrees to work with Grantee to operate the All Things Carmel Store, and will provide City employees as reasonably necessary to operate the All Things Carmel Store.
15. **Insurance.** Grantee agrees to purchase liability insurance with standard terms and City agrees that its insurance provides certain coverage for events held on City property.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

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PROMOTE CARMEL, INC. (Grantee")

By: _____

Tim Griffin, President

Date: first ZD

CITY OF CARMEL ("Grantor")

By: _____

James Brainard, Mayor

Date: April 15, 2020

ATTEST:

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Date: April 15, 2020