

EVENT PLANNING SERVICES AGREEMENT

This Agreement is made effective as of March 1, 2023 by and between the Richfield Joint Recreation District, owner of The Lodge at the Richfield Heritage Preserve, and Shari Green, event consultant.

In this Agreement, the party who is contracting to receive services, the Richfield Joint Recreation District, shall be referred to as "RJR", and the party who will be providing the services, Shari Green, shall be referred to as "Green".

Green has a background and expertise in Event management and design, hospitality, non -profit and vendor management. Green is willing to provide services to RJRD based on this background.

RJR desires to have services provided by Green as an Event Director. Therefore, the parties agree as follows terms and conditions:

1. EVENT DIRECTOR SCOPE OF SERVICES

- Serves as a venue representative and takes all phone calls re: tours, questions and rentals of The Lodge at the Richfield Heritage Preserve (The Lodge)
- Provides tours for each potential client and fields client questions leading up to each event.
- Builds strong, positive client relationships.
- Assists in building enhancements needed to create RJR's ambiance needed for increased sales.
- Increase social media and marketing presence to increase bookings and visibility.
- Participates in identifying and creating marketing and customer enhancing experiences including Open Houses, Brewery tastings, etc.
- Serves as venue coordinator and on-site representative on the day of the event.
- If unable to be on-site the day of the event, it will be Green's responsibility to line up a replacement or plan for coverage.
- Serves as a liaison between client, vendors and the on-site operations team.
- Fields all facility-based questions.
- Responsible for client customer service and client/guest satisfaction efforts.

2. PERFORMANCE OF SERVICES:

The manner in which the Services are to be performed and the specific hours to be worked by Green shall be determined by Green. Green is to work an average of 12 hours per week, up to 50 hours monthly, to fulfill her obligations under this Agreement, and will submit time records in a format acceptable to RJR on a weekly basis. Green's performance under this Agreement will be subject to review by RJR's Park Director, who shall be her primary point of contact and agreement administrator at RJR.

3. SUPPORT SERVICES:

RJRD will provide the following Support Services for the benefit of Green:

- a. Cleaning and Maintenance of The Lodge
- b. Assistance with product marketing and presentation materials to be utilized in sales outreach efforts (if needed), with marketing campaigns, budgets, and marketing materials all subject to RJRD's discretionary approval.
- c. Occasional RJRD volunteer support subject to the approval of the Park Director.

4. TERM. This Agreement will be in force and effect from March 1, 2023 through December 31, 2023, unless earlier terminated. Either Party may terminate this Agreement upon 15 days' written notice in the event of a failure of the other Party to perform its obligations hereunder. This Agreement may be extended only pursuant to Section 10 hereunder.

5. DISCLOSURE:

Green shall disclose any outside activities or interests that conflict or may conflict with the best interests of RJRD. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.

6. EMPLOYEES:

Green's employees, if any, who perform services for RJRD under this Agreement shall also be bound by the provisions of this Agreement; further provided, that the compensation provided in Section 12 of this Agreement shall be the sole compensation paid by RJRD for services under this Agreement.

7. CONFIDENTIALITY:

RJRD recognizes that Green has and will have access to the following RJRD information: business affairs; financial information; future plans and other proprietary information related to RJRD and Richfield Heritage Preserve which are valuable, special and unique assets of RJRD and need to be protected from improper disclosure (the "Information"). In consideration for the disclosure of the Information, Green shall not at any time or in any manner, either directly or indirectly, use any Information for Green's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of RJRD. Green will protect the Information and treat it as strictly confidential.

8. CONFIDENTIALITY AFTER TERMINATION:

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

9. RETURN OF RECORDS:

Upon termination of this Agreement, Green shall deliver all records, notes, and data of any nature that are in Green's possession or under Green's control and that are RJRD's property or relate to RJRD or potential rental bookings for The Lodge, including, without limitation, records related to prospective clients that, during the Term, have expressed an interest in renting the Lodge or to whom, during the Term, Green has made a presentation or promoted The Lodge.

10. AMENDMENT:

This Agreement may be modified or amended only by means of a writing signed by both parties.

11. WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. COMPENSATION:

RJRD will pay the following fees to Green in exchange for the services rendered under this agreement:

- a. As compensation for the Event Director's services, RJRD agrees to pay a total of one thousand dollars (\$1,000) monthly as a retainer fee due, which shall be available for pickup by Green at the RJRD administrative office within 14 days after Green's submission of the time records described in Section 2 for the prior month.
- b. Green shall additionally receive a commission fee based on a tiered percentage of the gross amounts confirmed to or received by RJRD for rentals of The Lodge which result from Green's work under this Agreement, calculated monthly on the basis of RJRD invoices for confirmed bookings, defined as bookings for which deposits are received for rentals made within the month. Commission shall not be paid nor a booking considered confirmed until the deposit is received by RJRD. No commission shall be owed for events occurring after the Term of this Agreement unless invoiced by RJRD, or otherwise approved by RJRD prior to the termination of this Agreement for inclusion in the calculation of commissions payable to Green; and subject to Green's fulfilling her venue coordinator and on-site representative duties on the day of such post termination events. The percentage commission paid to Green shall increase according to the tiers in gross payments received by RJRD within the calendar year as outlined in the chart below:

<u>Gross Payment Tier Number</u>	<u>Gross Confirmed Bookings to RJRD within the Calendar Year</u>	<u>Commission Percentage Applied within the Gross Payment Tier</u>
1	\$0 - \$50,000	10%
2	\$50,001 - \$100,000	12.5%
3	\$100,001 - \$150,000	15%
4	\$150,001 and higher	20%

By way of example, if over the course of the calendar year RJRD were to receive \$175,000 in confirmed bookings as a result of Green's work, then the following commission calculation would apply:

Tier 1: \$5,000 (\$50,000 multiplied by 10%)

Tier 2: \$6,250 (\$50,000 multiplied by 12.5%)

Tier 3: \$7,500 (\$50,000 multiplied by 15%)

Tier 4: \$5,000 (\$25,000 multiplied by 20%)

13. PAYMENT TERMS

- a. Commission fees will be paid on a monthly basis no later than the 15th of each month for events held during the prior month.
- b. Monthly commission fees will be based on sales generated (as outlined in Section 12b) for the month prior.
- c. Amounts surpassing a 60 day (2 month) delinquency period will be assessed a service charge of 10% per month.

Additional Terms

- The parties agree the total liability of each to the other shall be limited to the fees paid or due for services pursuant to Section 12 of this Agreement. Both parties waive consequential, special or indirect damages against each other.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed.

By: _____

Shari Green

Date: _____

Richfield Joint Recreation District

By: _____

Chair/Vice Chair, Board of Trustees

Date: _____

By: _____

Treasurer, Board of Trustees

Date: _____