

4TH F JULY

CELEBRATION

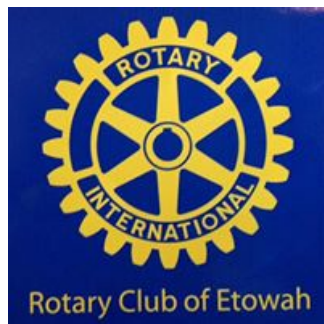
ROTARY CLUB OF ETOWAH ★ AT DELLINGER PARK

JRM Management Services, Inc.

Tod Miller and Bill Watson

**P.O. Box 777
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ROTARY CLUB OF ETOWAH ★ AT DELLINGER PARK

"THIS MANAGAGEMENT AND SERVICE AGREEMENT (herein "Agreement") is entered into this nineteenth day of May 2023 by and between the Rotary Club of Etowah as party of the first part (hereinafter "RCOE") and JRM Management Services, Inc. as party of the second part (hereinafter "JRM") upon the terms set forth below."

1. The purpose of this Agreement is to allow JRM to handle all responsibilities of sponsorship sales, retention, activation, layout, promotion, music/entertainment, kid's activities, logistics, and fireworks for the 2023 Cartersville 4th of July Celebration at Dellinger Park on July 4, 2023 (herein "Event"). JRM agrees that the Event shall be a family-oriented event suitable for children of all ages. JRM further agrees that it shall be responsible for all expenses related to this Project and RCOE shall not be responsible for any expenses of this Project."
2. JRM agrees to perform the following Services:
 - a. JRM Management Services, Inc. will work with RCOE to create a working budget associated with successful advertising, promotion, entertainment, set-up, maintenance, and clean-up for the Event.
 - b. JRM Management Services, Inc. agrees to work in cooperation with the designated RCOE representatives (to be agreed upon) in all aspects of promoting the Event.
 - c. JRM will have on-site producers for the entire set-up, event and clean-up.
 - d. JRM will provide the RCOE a certificate of insurance that will show liability coverage in the amount of one million dollars (\$1,000,000.00) with RCOE listed as "additional insured" and with the City of Cartersville listed as an additional insured.
 - e. JRM Management Services, Inc. will operate an office year-round in Cobb County (Kennesaw) to handle all inquiries from vendors and prospective vendors and as a source of event information from the general public.
3. The parties agree to the following additional terms:
 - a. JRM is authorized to revise vendor levels, specifically revise exhibiting level sponsor to a minimum cost of \$500.00 for a 10' x 10' space and provide tent, table, and chairs in a high traffic area as part of that sponsorship. JRM is further authorized to revise sponsor levels as set forth below, provided that any changes to sponsor levels set forth below, or any matters of sponsorship not covered below shall be mutually agreeable to the parties. JRM understands that the City of Cartersville prohibits the sale and/or advertisement of alcoholic beverages at this Event, and sponsorship by

companies that produce alcoholic beverages, in keeping with the requirement to maintain a family-oriented Event. Therefore, sponsorship by such companies is prohibited.

1. Sponsorship Levels
 - i. \$500.00 Booth (includes tent, table, chairs)
 - ii. \$1,500.00 - \$10,000.00 Upper-level sponsors that will include advertising and specific promotions.
 2. Civic / Non-profit Vendors
 - i. \$200.00 - 12' x 12' Booth (space only)
 - ii. \$400.00 - 12' x 12' Booth includes 10' x 10' tent
 3. Arts & Crafts - Juried Vendors
 - i. \$50.00 - 12' x 12' Booth (space only)
 - ii. \$100.00 - 12' x 24' Booth (space only)
 4. Food Vendors
 - i. \$150.00 - Non-profit – 12' x 12' Booth (space only)
 - ii. 20% of Gross Sales – For-profit (\$100 deposit required)
- b. JRM will meet with RCOE staff and determine on-site assets and preliminary layout for the event. JRM will handle on-site logistics and set-up of all infrastructures.
 - c. JRM will handle all aspects of vendors making the process completely “turnkey” and would only require the RCOE to forward any contacts received about the Event.
 - d. JRM will help and facilitate in-kind sponsorships designated by the RCOE as beneficial.
 - e. JRM will accept all funds in relation to all vendors (cash, check or credit card transactions) on behalf of the RCOE / Event and will meet once a month starting in April of each year with RCOE with a report of progress. JRM will also meet after the Event for any follow-up information and review of any changes to processes or procedures.
 - f. JRM will order, facilitate, layout and set up all tables, tents, portable toilets associated with the activation of the Event. These items will be estimated and included in the Event budget.
 - g. RCOE anticipates that Century Bank will sponsor at \$5,000, the City of Cartersville and the County of Bartow may each donate \$6,000.00 for fireworks. Funds donated by Century Bank, the City and County to RCOE are pass-through items for payment towards the fireworks show, and upon payment of these amounts to RCOE, these funds shall be paid by RCOE to JRM as a supplement to the cost of the fireworks. Notwithstanding the payment of funds from Century Bank, City and/or County, JRM shall be exclusively responsible for the fireworks show and all costs thereof in such amounts as JRM deems appropriate; the Event budget will be at least

\$17,424.00 for fireworks. If the Century Bank, City and/or County do not make donations for fireworks, the parties to this Agreement shall revisit and/or revise the budget regarding fireworks as they can mutually agree.

- h. JRM will assist the City of Cartersville to maintain and keep clean the event grounds (Dellinger Park) during and after the Event.
- i. JRM will work with Cartersville Parks & Recreation Department to plan and activate parking for the Event at Dellinger Park. The Event will receive \$10.00 off each car parking proceeds collected by the JRM Management – parking will be \$10.00 per vehicle.
- j. The parties agree that RCOE will enter into an agreement with the City of Cartersville for the use of Dellinger Park and City services for this Event, upon such terms at least equivalent to previous year's Events, provided that the City of Cartersville shall have the authority to approve JRM as a subcontractor to this Event and to incorporate this Agreement into its agreement with RCOE. In the event the City of Cartersville does not agree to this provision for any reason, the parties to this Agreement shall amend this Agreement upon such terms as they can mutually agree.

4. COMPENSATION: All net profits shall be equally divided between JRM (50%) and RCOE (50%). In the unlikely event that the net profit is less than zero, JRM will absorb any loss and not the RCOE.

5. If for any reason beyond the control of the parties this Event cannot take place on the scheduled date of July 4, 2023, the parties agree to hold the Event on the following day of July 5, 2023, unless otherwise mutually agreed by the parties.

6. This Agreement shall be in effect from the date hereof through December 31, 2023, and thereafter may be continued from year to year as the parties can agree in writing.

AGREED & ACCEPTED:

JRM Management Services, Inc.

Rotary Club of Etowah



5/19/23

by: Tod Miller
President

Date

Authorized Agent
Rotary Club of Etowah

Date

Print Name