

MAIN STREET INITIATIVE

7/6/2021

Hello

Main Street Initiative has contracted with Roger Brooks to come in for 1 ½ days and do an overview of Deadwood. He will be in Deadwood July 28th and 29th. I have attached a copy of his contract with Main Street Initiative. MSI is asking that you share the cost Roger's contract, and we are requesting \$5,000 from HPC. Please look over the contract and we look forward in seeing you on July 14th, 2021.



Ken Gienger

Chairman, Main Street Initiative.

4/8/2021

Ken Geigner
Board Chairman
Main Street Initiative *formerly* Deadwood Revitalization

Letter of Understanding

RE: Professional Services with Roger Brooks

This Letter of Understanding is hereby entered into this 8th day of April 2021, between Main Street Initiative *formerly* Deadwood Revitalization (herein Client) and Roger Brooks International, Inc., an Arizona corporation (herein RBI). Client retains Roger Brooks of RBI for Consulting Services.

Scope of Services

Roger Brooks will travel to Deadwood, SD and provide 1 ½ days Professional Consulting Services for the Client. An exact agenda for Roger's time in Deadwood, will be mutually agreed upon. These timeframes can be modified by mutual consent.

Costs

The total cost for this Consulting Project shall be Ten Thousand Five Hundred U.S. Dollars (\$10,500.00 USD). A service charge of 1.5% per month will be added to all amounts due after 30 days of the invoice date.

Deposit

A deposit in the amount of One Thousand Five Hundred Dollars [\$1,500.00 USD] is required to be paid by the Client upon signing the Letter of Understanding. The deposit will be applied to the cost of the project.

Responsibilities of the Client

The parties to this agreement are required to perform their respective obligations in full or in part, to the extent that they are reasonably able. Either party may suspend its performance obligations, partially or entirely, without liability or further obligation, to the extent that its performance is affected by events or occurrences beyond its control such as, but not limited to the following:

- Acts of God, such as earthquakes, disasters, or hazardous weather conditions (actual or forecasted) war or specific threat of war (declared or undeclared)
- Acts of domestic or foreign enemies
- Government regulation or travel advisory
- A cancellation or reduction in commercial transportation preventing the majority of attendees or the presenter from attending
- Accidents, illness, or other casualties preventing performance of Roger Brooks or other members of the RBI Team
- An event or occurrence creating a significant risk to the participants' or presenter's health or safety, such as a nuclear or biological hazard or the outbreak of disease
- Civil disorder

Each party must take reasonable steps to avoid or remove the effects of the event or occurrence affecting their performance. If a party's performance under this contract is affected by an event or occurrence described above, they must send written notice to the other party within a

commercially reasonable time after the circumstance.

Video or audiotapes of RBI's session presentations shall be for internal use only. No copies of any of RBI's presentations may be duplicated, published, or placed on the Internet without written authorization from RBI.

The undersigned agree that the information garnered from this process, the workshops, videos, and materials will only be used for the purpose stated in this contract, and only by the organization that is under this contract.

This Letter of Understanding supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

This Letter of Understanding is valid if signed and returned within 10 days of receipt.

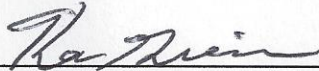
Agreed to:

Date: 4/8/2021

Natalie Moore Digitally signed by Natalie Moore
Date: 2021.04.08 15:09:34 -07'00'

Natalie Moore, *Business Development*
Roger Brooks International, Inc.

Date: _____



Ken Geigner, *Board Chairman*
Main Street Initiative



24654 N Lake Pleasant Parkway
Suite 103-487
Peoria, AZ 85383
(206) 241-4770

Advance Deposit Invoice

Invoice for

Ken Geigner
Board Chairman
Main Street Initiative *formerly* Deadwood Revitalization

Invoice Date

8 April 2021

Invoice #

08042021_DWSDMSI

For Professional Services including:

Consulting	\$10,500.00 USD
1 1/2 day on the ground in Deadwood, SD	

Total Contract Price	\$10,500.00 USD
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Remaining Budget	\$9,000.00 USD
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Invoice Total	\$1,500.00 USD
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Please remit to:

Roger Brooks International, Inc.
24654 N Lake Pleasant Parkway
Suite 103-487
Peoria, AZ 85383

Total due upon contract acceptance. Deposit will be applied to the total cost of the project.

Thank you, and we look forward to working with you!

A service charge of 1.5% per month will be added to all amounts after 30 days of the invoice dates.