

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between *CITY OF JACKSON, MISSOURI, a municipal corporation*, hereinafter referred to as “City,” and *JACKSON CHAMBER OF COMMERCE, a nonprofit corporation*, also referred to as *JACKSON AREA CHAMBER OF COMMERCE*, located at 1846 East Jackson Boulevard in the City of Jackson, County of Cape Girardeau, State of Missouri, hereinafter referred to as “Chamber,” **WITNESSETH:**

WHEREAS, the Chamber provides service to the City in taking phone calls and inquiries related to tourism, development, and general matters that concern the City; and

WHEREAS, the service provided to the City by the Chamber has value to the City; and

WHEREAS, the City desires to pay an amount to the Chamber which is to be used for the administrative expenses of the Chamber in the promotion of the City; and

WHEREAS, the Chamber is willing to continue its service to the City; and

WHEREAS, the parties desire to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **PAYMENT TO CHAMBER.** The City agrees to pay the sum of \$7,500.00 per year to the Chamber with the yearly payment of \$7,500.00 due in January of 2026 and each January thereafter until such time as this Agreement expires or is terminated.

2. **CHAMBER TO PROVIDE SERVICES TO THE CITY.** The Chamber agrees that its staff shall continue to respond to phone calls and inquiries that may affect the City. The Chamber also agrees to forward phone calls and other contacts to the appropriate office within the

City government. If the Chamber is unable to determine the appropriate point of referral, then it shall make referral directly to the Mayor of the City. The Chamber also agrees that it will continue to engage in activities for the promotion and betterment of the City.

3. **ACTIVITY REPORTING.** The Chamber will provide to the City during the month of September of each year a written productivity/accountability report and otherwise outline the services provided to the City during that year. In making that report the Chamber may also make suggestions of ways to expand the relationship between the City and the Chamber.

4. **INSURANCE COVERAGE/INDEMNITY.** The Chamber does hereby indemnify and hold harmless the City, its employees, agents, and representatives, in any action or cause of action, whether at law or at equity, for any damages or liability arising from or growing out of any negligence of the Chamber. In addition, the Chamber agrees that it shall add the City of Jackson, Missouri, as an additional named insured under its general liability policy and shall provide to the City a copy of the policy so amended.

5. **INDEPENDENT CONTRACTOR.** It is acknowledged by the parties that the Chamber and its directors are independent contractors under the provisions of this Agreement. The City in no manner shall control the day-to-day activities, approaches, programs, or any other activities of the director or the Chamber.

6. **TERM.** This Agreement shall be for two years and shall terminate on December 31, 2027, provided, however, that the parties may agree to extend this Agreement for additional two-year periods.

7. **EARLY TERMINATION.** Either party may terminate this Agreement prior to the end of the Agreement term by providing six months' written notice to:

Mayor
City of Jackson

101 Court Street
Jackson, MO 63755

and

Director
Jackson Area Chamber of Commerce
1846 East Jackson Boulevard
P. O. Box 352
Jackson, MO 63755

8. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Agreement sets forth the entire agreement between the City and the Chamber, and no custom, act, forbearance or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

9. **GOVERNED AND CONSTRUED.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

10. **BINDING.** This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributes, successors, and assigns.

111. **USE OF WORDS.** Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

12. **CAPTIONS.** Any captions used in this Agreement are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

13. **ENFORCEABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. **RIGHTS AND REMEDIES.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

CITY:

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

CHAMBER:

JACKSON AREA CHAMBER OF COMMERCE

By: _____
President

ATTEST:

_____
Executive Director