

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) dated this 18th day of September 2020

BETWEEN:

Discover Durham of 212 W Main Street Suite 101, Durham NC, 27701 (the “Client”)

-AND-

Laura Pyatt (the “Contractor”)

BACKGROUND:

- A. The Client believes that the Contractor has the necessary qualifications, experience, and abilities to provide service to the Client.
- B. The Contractor is agreeable to providing such service to the Client on the terms and conditions set out in this Agreement. The Contractor reports to Anna Fiore, Community Relations Manager at Discover Durham.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligations outlined in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the (“Services”) consisting of:
 - Program managing the Durham Delivers initiative
 - Social media, marketing, and public relations work to support the initiative
 - Website and database updates
 - Conducting outreach to potential residential communities
 - Handling onboarding of interesting restaurants
 - Facilitating connections between participating restaurant owners and community captains
 - Gathering feedback and identifying pain points that need to be addressed
 - Maintaining documentation to keep track of the program’s growth and development
 - Making necessary edits and changes to the program’s templates and procedural materials
2. The Services will also include any other tasks which the Parties may agree on in writing. The Contractor hereby agrees to provide such Services to the Client

Term of Agreement

3. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full effect until the completion of the Services through December 31, 2020, subject to earlier termination as provided in this Agreement. The agreement can be terminated by either party giving two-weeks notice.
4. If either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against reasonable damages.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect on time.

Currency

6. All monetary amounts referred to in this Agreement are in US Dollars.

Compensation

7. For the Services rendered by Contractor as required by this Agreement, the Client will provide compensation (the “Compensation”) to the Contractor at the hourly rate of \$20 for a maximum of 30 hours on weekly basis.

8. The Compensation shall be paid every two weeks, on submitting on invoice, duly approved by the Client.
9. The Contractor will not be reimbursed for any expenses incurred by the Contractor in connection with providing the Services of this Agreement.
10. The Contractor is responsible to provide their own worker's compensation coverage in accordance with local laws.

Ownership of Materials and Intellectual Property

11. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Client.
12. Title, copyright, intellectual property rights, and distribution rights of the Intellectual Property remain with the Client.

Capacity/Independent Contractor

13. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a service contract.

Notice

14. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. Discover Durham 212 W Main St Suite 101, Durham NC 27701
 - b. Laura Pyatt 131 Hillside Ave., Durham, NC 27707

Indemnification

15. Client agrees to indemnify and hold harmless the Contractor against any claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the Contractor that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Arbitration

16. In the event of disagreement between the Parties on enforcement or interpretation of any term of this Agreement that cannot be settled between the Parties, the Parties agree to Arbitration with costs evenly split between the Parties.

Modification of Agreement

17. Any amendment or modification to this Agreement or additional obligations assumed by either Party in connection with this Agreement will only be binding if evidenced in writing, signed by each Party, or an authorized representative of each Party.

Time of the Essence

18. Time is of the essence in this Agreement. Contractor and Client agree to provide feedback promptly on all issues raised by the other Party. No extension or variation of this Agreement will operate as a waiver of this Provision.

Assignment

19. The Contractor will not voluntarily or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

20. It is agreed there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

Confidentiality Agreement

21. By signing this document, you acknowledge that the position creates a relationship of confidence and trust concerning any information that applies to the business of Discover Durham or Discover Durham's partners. You recognize that the proprietary information, techniques, and processes learned will not be disclosed or shared

without the written consent of Discover Durham. Any content or creative direction, strategy, concepts, and assets that are not publicly shared are included in this confidentiality agreement.

Governing Law

22. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings in this Agreement, be construed following and governed by the laws of North Carolina, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

23. If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

24. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF THE parties have duly affixed their signatures under hand and seal on this 18th day of September 2020.

DocuSigned by:
_____
Contractor Signature 9/18/2020
Date

Laura Pyatt
Contractor Name Printed

DocuSigned by:
_____
Client Discover Durham 9/18/2020
Date

Parmod Chandna VP of Finance, HR and Operations
Discover Durham Name and Title