



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this 23rd day of December 2019

BETWEEN:

Discover Durham. of 212 W Main St. Suite 101, Durham NC, 27701

(the "Client")

-AND-

Diana Harris

(the "Contractor")

BACKGROUND:

- A. The Client is of the opinion 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.
- C. The Durham Sports Commission (DSC) is a subsidiary of the Client. The Contractor's assignments are specific to the Client's marketing support of the DSC.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligations set forth 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:

DISCOVER DURHAM

212 W Main Street, Suite 101
Durham, NC 27701

TF: (800) 446-8604

W: discoverdurham.com

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the (“Services”)) consisting of:
 - Website redesign project management, including overseeing content strategy development for a new blog
 - Finalizing and project managing the DSC style and brand guide
 - Engaging the community and coordinating grassroots efforts to raise visibility of the DSC in the community
 - Football Jamboree marketing plan development and execution
 - Monthly email newsletter development and project management
 - Development and execution surrounding a potential fundraising campaign
 - Representing the DSC at Discover Durham marketing meetings and other community events
 - Bid writing and project management, if applicable
 - Coordinating a media event with Mid-South Fencers Club in June 2020
 - Owning facility study marketing support, coordinating and executing potential needs for messaging development
 - Event-specific marketing support, assisting the DSC partners with and the nonprofit provides funding to support marketing efforts
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 June 30, 2020, subject to earlier termination as provided in this Agreement.
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 in a timely manner.

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 \$22 for a maximum of 20 hours on weekly basis.
8. The Compensation shall be paid on a monthly basis, on submitting on time sheets, duly approved by the Client.
9. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services of this Agreement. Free parking will be provided.

Ownership of Materials and Intellectual Property

10. 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.
11. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain with the Client.

Capacity/Independent Contractor

12. 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 contract for service.

Notice

13. 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. Diana Harris 4709 Jackson Oaks Court, Raleigh, NC 27616

Indemnification

14. Client agrees to indemnify and hold harmless the Contractor against any and all 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

15. 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

16. 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

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

Assignment

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

Entire Agreement

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

Confidentiality Agreement

20. By signing this document, you acknowledge that the position creates a relationship of confidence and trust with respect to any information that is applicable 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

21. 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 in accordance with 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

22. 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.


23. Early Termination


Either party may terminate the contract at any time, by giving fifteen (15) days written notice to the other party.

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 23rd day of Dec 2019.



PARMOD CHANDRA
VP-Finance, HR & Operations
12/23/2019
Discover Durham


Diana Harris, 12/23/19

Contractor