AGREEMENT

Parties: (1) Ivins City, a Utah municipal corporation (the "City")

(2) Ivins Inspired, a Utah non-profit corporation
Address: 701 East Chameleon Draw Circle
Ivins, UT 84738
Signer Name: Tiffany Wynn
Signer Position: _____
Signer Email: ivinsinspired@gmail.com

Effective Date: _____

RECITALS

A. The City desires to solicit donations for various projects of interest to members of the public.

B. Ivins Inspired also solicits donations for various projects of interest to members of the public, often the same projects being pursued by the City.

C. The parties desire to work together to facilitate such donations.

D. The parties have identified acceptable terms and desire to memorialize them in this document (the "Agreement").

TERMS

The parties agree as follows:

1. Ivins Inspired Donations to the City. Ivins Inspired may donate funds to the City as it deems appropriate in its discretion. The City will attempt to use any funds donated by Ivins Inspired for the purposes donated, but will retain full discretion to direct where the funds are used. To the extent Ivins Inspired receives donations from individual members of the public with an understanding that Ivins Inspired will in turn donate the donated funds to Ivins City, Ivins Inspired shall not represent to the donating individual that the funds are guaranteed to be used for any specific purpose but shall inform the donating individual that while the City will attempt to use any funds donated by Ivins Inspired for the purposes donated, the City will retain full discretion to direct where the funds are used. If any individual donor wants a guarantee about how the funds shall be used by the City, Ivins Inspired shall refer the donor directly to the City.

2. City Referral of Donors to Ivins Inspired. To the extent the City identifies donors who would prefer to donate to Ivins Inspired, the City may refer such individuals to Ivins Inspired; provided that the purpose for which the donation is being solicited has been approved by the City Council. Nothing herein prohibits the City from accepting donations directly from individual donors who could have donated to Ivins Inspired.

3. Tax Representations. The City hereby disclaims all representations about the tax treatment of any donations made to the City by Ivins Inspired, including the tax treatment of any donations made to Ivins Inspired that are then donated to the City.

4. Ivins Inspired Covenants.

   (a) Compliance with Law. Ivins Inspired shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

(b) Indemnification. Ivins Inspired shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and representatives against any and all claims and liabilities of any kind related to any donations made to the City by Ivins Inspired, including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs.

5. Additional Terms and Conditions. This Agreement includes the terms and conditions attached hereto as Exhibit A.

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In witness of their intention to be bound by the above terms, the parties hereby execute this Agreement as follows:

IVINS CITY:

_____ By: _____
Date Chris Hart
Mayor

Attested: By: _____
Kari D. Jimenez
City Recorder

IVINS INSPIRED:

_____ By: _____
Date Name: Tiffany Wynn
Position: _____

EXHIBIT A - TERMS AND CONDITIONS

Agreement: The Agreement consists of the document to which these terms and conditions area attached as an exhibit (the "Primary Terms"), all exhibits whether or not attached (the "Exhibits"), and these terms and conditions (the "Supplemental Terms"). In the event of any conflicting terms, the terms govern in the following order: first - the Primary Terms, second - the Supplemental Terms, last - the Exhibits.

Interpretation: Captions and headings are used for reference only and must not be used in construing or interpreting the Agreement. All recitals set forth at the beginning of the Agreement are fully incorporated into the Agreement and the facts recited therein shall be deemed conclusive for any purpose. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to the Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "party" and "parties" refer only to a named party or parties to the Agreement unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of the Agreement upon advice of their own, independent counsel, or have had the opportunity to do so, and the Agreement must be construed fairly and equally as to all parties as if drafted jointly by them.

Entire Agreement; Amendment: The parties intend that the Agreement is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. The Agreement supersedes any previous or contemporaneous negotiations or communications of any kind between the parties and contains all of the terms agreed upon between the parties. No party relied on any other term, warranty, and/or covenant as an inducement to enter the Agreement. The parties shall not amend or modify the Agreement in any way unless in writing signed by the parties.

Beneficiaries/Assignment: The Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. The Agreement is intended for the exclusive benefit of the parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party. Neither party may assign its rights or obligations under the Agreement in any manner.

Independent Contractor Status: Ivins Inspired is an independent contractor and is not an employee, officer, or agent of the City for any purposes related hereto and is not entitled to any other benefits from the City other than the payment described herein. The employees of Ivins Inspired shall not be considered to be the employees of the City nor have any contractual relationship with the City. Nothing in the Agreement shall be deemed or interpreted to create a partnership or joint venture between Ivins Inspired and the City. As an independent contractor, Ivins Inspired shall be responsible for all taxes, worker's compensation coverage and insurance coverage. Ivins Inspired shall not use the name, trademarks, or copyrighted materials of the City, or any information related to the Agreement in any advertising or publicity without the City's written consent.

Termination: In addition to any other termination rights contained in the Agreement, the City may, at its sole discretion, terminate the Agreement at any time by delivering to Ivins Inspired a written notice of termination.

Compliance with Laws: Nothing in the Agreement shall be deemed to relieve Ivins Inspired from any obligation to comply with all applicable federal, state, and local laws, ordinances, statutes, and/or regulations.

Acknowledgement of Public Disclosure Laws: The City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, and that pursuant thereto all materials submitted by Ivins Inspired pursuant to this Agreement may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.

Further Action: Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under the Agreement to carry out the intent of the parties.

Waiver: Neither the failure of either party to insist upon the timely or full performance of any of the terms and conditions of the Agreement, nor the waiver of any breach of any of the terms and conditions of the Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Severability: If any court of competent jurisdiction declares any portion of the Agreement unenforceable, the parties shall sever such portion from the Agreement, and shall deem the remaining parts of the Agreement, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of the Agreement. The parties shall replace any such portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

Forum and Law: Utah law shall govern the Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of actions commenced relating to the Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

Notices, Requests, and Communications: All notices, requests, and communications required by the Agreement shall be in writing. Any party delivering any written document shall deliver the written document by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery or email, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows: If delivered to Ivins City: Ivins City Attn: City Manager, 85 N. Main St., Ivins, UT 84738, with a copy to the City Attorney, 85 N. Main St., Ivins, UT 84738. If delivered to Ivins Inspired, at the address and/or email address listed on page 1 of the Primary Terms. Any party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

Execution: By executing the Agreement, the executing individuals acknowledge that (1) they have read the Agreement, (2) they understand its terms, (3) they have had the opportunity to have the Agreement reviewed by independent counsel, (4) they have the full and complete authority to execute the Agreement on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of the Agreement in full. The failure of any executing individual to date their signature will not affect the validity of the Agreement.

Counterparts: The parties may execute the Agreement in multiple counterparts with the same force and effect as if all signatures were set forth in a single document. Facsimile, electronic, and other copies shall have the same force and effect as the original.