

2026 AGREEMENT
BETWEEN THE TOWN OF DANVILLE
AND DOWNTOWN DANVILLE PARTNERSHIP

This is an agreement as of this 3rd day of September 2026, between the Town of Danville, Hendricks County, Indiana, an Indiana municipal corporation (hereinafter referred to as the "TOWN"), and the Downtown Danville Partnership, (hereinafter referred to as "DDP").

WHEREAS, the TOWN and the DDP have agreed to work cooperatively to achieve common community goals; and

WHEREAS, it has been agreed that the DDP would be responsible for certain community activities on behalf of the TOWN and will produce greater community public relations, activities and programs, as well as market potential, while promoting a superior quality of life for the citizens of Danville.

NOW, THEREFORE, the TOWN and the DDP do mutually agree as follows:

SECTION ONE

Scope of Services

The DDP agrees to perform or provide the following:

1. Organize events that attract visitors to Downtown Danville.
2. Enhance the aesthetics of the square through beautification and grants.
3. Support local events.
4. Work towards keeping the energy in the square.

SECTION TWO

Information, Reports, and Documents

1. Annual Report. The DDP shall provide to the TOWN information concerning the programs, scope of services and activities of the DDP on a quarterly basis. Such reports shall include, at a minimum, the following information;

- a. Summary of non-confidential meetings, formal communications and assistance provided to business and industry;

- b. Summary of marketing activities provided and the results of those activities;
- c. Summary of any other activity related to the scope of services.

The DDP agrees to establish and maintain fiscal control and accounting procedures to assure the proper accounting of all funds paid by the TOWN to DDP under this Agreement. Financial statements shall be submitted to the TOWN on a quarterly basis. UN audited financial statements shall be submitted to the town annually.

SECTION THREE

Evaluation

The DDP agrees to cooperate fully with the TOWN in an ongoing evaluation system. The purpose of such an evaluation system will be to determine the progress of the DDP in achieving its purposes; and to evaluate the benefit of the TOWN of the activities and services of the DDP. Specifically, the DDP will present an annual report to the TOWN at a Town Council meeting during the time of year within which the TOWN is developing its budget for the following year. Additional meetings with the Town Council, site visits, and written reports on areas of interest may be required by the TOWN.

SECTION FOUR

Payments by Town to DDP

In consideration of the services to be performed by the DDP, the total sum of Eighty Thousand Dollars (\$80,000) shall be paid to the DDP by the TOWN for services for the year 2025. Said dollar amount shall be paid in one installment upon DDP submission of proper claims.

SECTION FIVE

Independent Contractor

It is agreed that the TOWN is interested in the results of the community and business/commerce development activities obtained by the DDP and that the DDP shall perform its duties and activities as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. The DDP

shall complete this AGREEMENT according to its charge and control of the DDP and which shall not otherwise be subject to control or supervision by the TOWN. The DDP is, for all purposes arising out of this Agreement, an independent contractor, and neither the DDP nor the DDP employees shall be deemed an employee of the TOWN, by reason of this Agreement or for any other reason.

SECTION SIX

Non-Assignment

This Agreement and the monies to become due and services provided shall not be assigned by either party without the written consent of the other party.

SECTION SEVEN

Termination

1. Events Causing Termination. This agreement shall terminate upon the following events:
 - a. Voluntary or involuntary dissolution of the DDP, or a request from the DDP, granted by the TOWN, to terminate its duties under this Agreement;
 - b. Expiration of the term of this Agreement without renewal thereof;
 - c. Termination by the TOWN for cause pursuant to subparagraph 2 of this Section Nine.
2. Termination for Cause. If through any cause, the DDP shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the DDP shall be in breach of any provisions, covenants, agreements, or stipulations of this contract, the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to the DDP of such termination and specifying the effective date of such termination, at least sixty (60) days before the effective date of the termination.

SECTION EIGHT

Administration

The terms and provisions of this Agreement shall be administered on behalf of the TOWN by the Town Council. Unless law otherwise requires, all necessary notices, submissions

and approvals shall be given to or by the Town Council.

SECTION NINE

Notices

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than by routine communications necessary for the day-to-day operation of the scope of services defined herein, shall be deemed properly given if hand delivered or sent by United States certified or registered mail, postage prepaid, at the following addresses:

As to the TOWN: Town Manager
 49 North Wayne Street
 Danville, IN 46122

As to the DDP: Executive Director Downtown Danville Partnership
 49 North Wayne Street
 Danville, IN 46122

SECTION TEN

Amendments

This Agreement may only be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

Any amendment (s) hereto must be approved by the Town Council in writing.

The TOWN or the DDP may request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation for the DDP shall be incorporated in written amendments to this Agreement.

SECTION ELEVEN

Severability

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and shall remain effective to the fullest extent permitted by law.

SECTION TWELVE

Term

The term of this AGREEMENT shall extend from January 1, 2026, to December 31, 2026 and shall automatically expire on said date unless terminated for cause pursuant to SECTION SEVEN.

IN WITNESS WHEREOF, the TOWN and DDP have executed this agreement on the date above first written.

DOWNTOWN DANVILLE PARTNERSHIP

By:

Attested by:

Partnership President

Witness

TOWN OF DANVILLE, A MUNICIPAL CORPORATION

By:

Attested by:

Town Council President

Danville Clerk Treasurer