

CONTRACT AGREEMENT

FOR PROFESSIONAL SERVICES – Village of Great Neck Plaza retail project

This Agreement made and entered into on the ____ day of September, 2021, by and between the Village of Great Neck Plaza, a municipality with offices at Gussack Plaza, P.O. Box 440, Great Neck, NY 11022, hereinafter referred to as the "Client," and Downtown Works, a consulting firm with offices at 521 Stadium Place, Suite S2316, Seattle, WA, 98104 hereinafter referred to as the "Contractor", for the services set forth herein:

WHEREAS, the Client desires to engage the Contractor to render professional services; and

WHEREAS, the Contractor has offered to perform the required services as outlined in the "Retail Strategy & Implementation proposal" document dated September , 2021 ("Proposal", attached hereto as Exhibit A);

NOW, THEREFORE, in consideration of the premises, the parties have agreed to the terms and conditions outlined in sections one (1) through nine (9) below:

Section 1: Scope of Work

The Contractor agrees to perform, as an independent entity and not as an agent or employee of the Client, all of the services set forth in the Proposal, attached hereto and made a part hereof.

Section 2: Compensation

The parties hereto agree that the total fee for the Retail Project is \$65,000, plus expenses not to exceed 12% of fee. Fee and expenses are payable as outlined in the Proposal.

Section 3: Term

The parties hereto agree that the work encompassed in this contract agreement shall be completed as follows: (a) the tasks described in Section A of the Proposal shall be completed by February 4, 2022, except that an additional two months may be allowed if necessary for the hiring of the Advocate (defined in the Proposal); and (b) the tasks described in Section B of the Proposal shall continue during the period ending five months after the Advocate actually begins working for the Client.

Section 4: Client's Responsibilities

Client agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and deliverables, if any. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by Client for the performance of Contractor's deliverable. However, notwithstanding anything stated herein or in the Proposal, Client shall have no obligation to obtain or pay for any documents or information which it does not currently have. Client shall designate a Project Representative authorized to act on behalf of Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of Contractor.

Section 5: Termination

This agreement may be terminated by either Client or Contractor by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay Contractor for services performed prior to the termination date, the amount due for which shall be calculated as a percentage of the total contract price based on the amount of work actually done as compared to the total work specified to be done in the Proposal.

Section 6: Use of Documents

It is understood by Contractor that any findings from this assignment are the proprietary property of the Client and they will not be made available to any other organization or individual without the consent of the Client. It is further agreed by the Client that the findings are not to be used in conjunction with any public or private offering of debt or equity securities without Contractor’s prior written consent. The Client agrees to indemnify Contractor against any losses, claims, damages and liabilities under Federal and State securities laws which may arise as a result of statements or omissions in public or private offering of securities.

Section 7: General Limiting Conditions

It is understood by the Client that Contractor can make no guarantees concerning the recommendations which will result from the proposed assignment, since these recommendations must be based upon facts discovered by Contractor during the course of the work. To protect the Client, and to assure that the results of Contractor’s efforts will continue to be accepted as objective and impartial by the business community, it is understood that Contractor’s fee for the undertaking of this project is in no way dependent upon the specific conclusions reached or the nature of the advice given by Contractor to the Client.

Section 8: Arbitration

Any disputes, claims or other matters arising out of or relating to this Agreement or the breach hereof shall be settled by arbitration in the State of New York, County of Nassau, in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into any court having jurisdiction thereof.

Section 9: Miscellaneous

- (a) Client and Contractor each bind itself and its successors and assigns to this Agreement. Neither Client nor Contractor shall assign or transfer its interest in this Agreement without the written consent of the other.
- (b) This Agreement represents the entire Agreement between Client and Contractor. This Agreement may be amended only by writing, signed by both Client and Contractor.
- (c) This Agreement shall be governed by law in New York.

Downtown Works, LLC:

By: _____
Margaret M. McCauley, Principal

Dated: September ____, 2021

Village of Great Neck Plaza:

By: _____
Village Mayor Ted Rosen

Dated: September ____, 2021