

CONSULTING AGREEMENT WITH LIMITED LIABILITY

AGREEMENT made this 19th day of November, 2021 between VERO IMPACT, INC., a Utah Corporation ("Consultant") and PAYSON CITY CORPORATION, ("City"), for the purpose of establishing rights and obligations of the parties, and limiting liability of Consultant and setting forth such rights and obligations in writing (the "Agreement").

WHEREAS, Consultant is a Utah Corporation doing business in the State of Utah and provided consulting services relating to economic and business development and other related areas of expertise; and

WHEREAS, City, as a municipal corporation, desires to engage the services of Consultant relating to economic development in Payson City and specifically to increase and attract desired economic ventures and activities, and

WHEREAS, the parties to this Agreement desire to set forth the limits on liability for the consulting services rendered; and

WHEREAS, the parties entered into the initial agreement August 7, 2019. Progress was made and the contract was extended March 4, 2020, November 18, 2020 and May 19, 2021. Consultant assisted in landing a recreational vehicle business and is continuing to assist with the development of downtown. Consultant also secured grant funding for the purchase of a building downtown as part of the Payson City Main Street Initiative and is continuing with this project. The parties desire to enter into another six-month agreement for economic development services.

THEREFORE, in consideration of the above recitals and the following mutual covenants and agreements, Consultant and City agree as follows:

1. Performance of Consulting Services. Consultant agrees to perform consulting services for City as mutually agreed. Consultant agrees to exert his best efforts in performing the consulting services, including best efforts to complete the downtown initiative. It is understood by all parties that the consulting services provided to City are not exclusive and that the compensation set forth in paragraph 2 requires efforts limited to approximately two full days per month. It is understood that Consultant will simultaneously be providing consulting and other services to other entities without limitation.

Consultant agrees to provide the following specific services: information and analysis to the City: Jobs to be created by the projects and concerns and the Tax revenue which is likely to be generated by such projects and concerns.

Any further description of the scope of the work must be set forth in writing. The type and manner of performance may be changed or amended during the course of the consultation, as mutually agreed, and all such amendments or changes shall be made in writing. The obligation of performance is limited to the services set forth in writing and only as agreed by both parties.

2. Payment for Consulting Services. City agrees to pay Consultant as base pay the sum of \$4,000.00 per month for a period of six months, to be renewed for additional periods of six months upon agreement of the parties.



In addition to the base pay, City shall pay bonuses as follows:

- a. Up to a maximum of \$30,000.00 for a new car dealership, calculated by paying 50% of the direct $\frac{1}{2}\%$ sales tax collected by Payson City for the first year that the dealership is in business. Monies will be calculated and paid monthly; and
- b. \$20,000 for the creation of a Food Mall as part of the Payson City Main Street Initiative, such bonus being due and payable when the first food establishment is opened.
- c. Such other and further bonuses as shall be agreed to in writing between Consultant and City for additional projects.

The manner of payment and the amount to be paid for each project or concern may only be modified upon written agreement of Consultant and City.

3. Third Party Agreements. Consultant may in its sole discretion, employ or hire persons to assist with the consulting work to be performed by Consultant and City agrees to make payment in accordance with Paragraph 2 of this Consulting Agreement without regard to any third-party agreement that Consultant may enter into. Consultant may additionally employ third party independent contractors to assist with the consulting work. Such third-party agreements shall be the sole responsibility of the Consultant and the obligations of City shall be governed solely by this agreement and not by any third-party agreements arranged by Consultant unless City enters into the third-party agreement as a contracting party.

4. Consultant Representations. Consultant, during the course of the consulting services, may make representations to City. All such representations are solely for the purpose of assisting City with economic development. Consultant makes no representation regarding any fact upon which a third party may rely, and City agrees to not provide any information provided by Consultant or representation made by Consultant to any person or entity except with the understanding that the obligations of Consultant to perform such services and any liabilities do not run to any third party, including any citizen of the City of Payson or any entity doing business therein, and no such third party may rely upon any information, representation or assurance of the Consultant, without entering into a separate Consulting Agreement with Consultant.

City agrees to indemnify Consultant for any loss or harm accruing from City's unauthorized disclosure of such information or representation.

5. Limitation on Guarantees, Warranties or Liability Relating to Business Performance. It is understood that the economic development analysis which will be provided by Consultant is based upon the professional expertise of the Consultant, but that such analysis, by its nature is incapable of exact determination and it is impossible to account for all possible future variables. Consultant therefore makes no guarantees, warranties, representations, assurances or promises of any kind relating to profits or profitability, business performance, potential business performance, potential income, or any other possible business outcome, or of jobs which will in fact be created or Tax revenue that will be generated. Furthermore, Consultant hereby specifically disclaims that its services will result in any specific level of generated taxes or jobs

created and Consultant represents that it is not in a position to guarantee that its services will result in any taxes, new jobs, profits, income or any other benefit to City.

City specifically waives any rights, claims, suits or actions which it has or may have against Consultant relating to any guarantees, warranties, promises or representations relating to taxes generated, jobs created, profits or profitability, business performance, potential business performance, potential income or any other possible business outcome, and City affirmatively asserts and states that at no time has it or will it rely upon the representations of Consultant relating to any guarantee, warranties, promises or representations as it relates to such matters.

6. Limitation on Joint Venture or Partnership. Nothing in this Agreement or in the relationship of the parties creates a joint venture or partnership. In particular, the payment for services is intended to compensate Consultant for the value conferred by the services rendered and are not intended to create a joint venture or partnership and the parties hereby agree and declare that the payment compensation does not create a joint venture or partnership. The parties agree that this Consulting Agreement is for the purpose of providing and receiving services and for no other purpose.

7. Non-Disclosure Agreement. It is recognized that in the ordinary course of business between Consultant and City that confidential and proprietary information may be disclosed. Either party may designate as confidential, information provided to the other. City and Consultant agree that they will not disclose such designated confidential information to any third party.

8. Non-Disparagement. City and Consultant agrees that it will not disparage, criticize or make derogatory remarks about the other or their employees or affiliates, in any form, communication or media whatsoever, and shall take no actions intended to harm the each other through use of confidential information obtained through this agreement.

9. Breach. If either party breaches any of the obligations in this agreement, each party agrees that such breach will cause irreparable damage to the other. In the event of any such breach, either party shall have, in addition to any and all remedies at law, the right to an injunction specific performance and other equitable relief to prevent the violation of their respective obligations.

10. Costs and Attorneys' Fees. In the event of any action at law or equity between the parties arising out of this Agreement or the services performed by Consultant, the unsuccessful party covenants and agrees to pay the costs, regardless of whether suit is commenced.

11. Severability. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respects, such provisions shall be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of this Agreement or any provisions hereof.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any legal proceedings stemming from this Agreement will be resolved in Utah County.

13. Entire Agreement. This Agreement embodies and sets forth the complete and entire agreement and understanding of the parties as to the subject matter contained herein and further supersedes and preempts any prior understandings or representations by or between the parties, whether written or oral that may have related to the subject matter in any of this Agreement. This agreement may be modified only in writing and as agreed upon by both parties.

14. Successors and Assigns. All covenants and agreements contained in this Agreement shall inure to the benefit of the parties to this agreement and their respective successors and assigns.

15. Authority of Signatories. The persons signing this Agreement below hereby state and represent that they have authority to bind the respective parties to the rights and obligations contained in the agreement and that no further action need be taken by either party prior to entering into this agreement.

16. Effective Date. Inasmuch as the Consultant has already provided services relating to this contract, the parties agree that the effective date of this contract for purposes of compensation shall commence on February 7, 2020.

IN WITNESS whereof, the parties have executed this Agreement on the date written above.

VEREO IMPACT, INC.



By: Winthrop Jeanfreau
Its: Founder/CEO

PAYSON CITY CORPORATION

By: William R. Wright
Its: Mayor

Attest:

Kim E. Holindrake, City Recorder