

PROJECT GRANT AGREEMENT

EFFECTIVE DATE: _____

GRANT AMOUNT: \$5,000.00

GRANTEE: Salem Main Street Association

PROJECT DESCRIPTION: Partial funding of 2020
Downtown Holiday Promotions

PROJECT ADDRESS: Downtown Parking
District Boundary

GRANT TERM: September 14, 2020 thru January 15,
2021

The City of Salem and Salem Main Street Association (Grantee) (together, the Parties) are entering into this Agreement to establish the terms of the grant of General Funds for Downtown Promotion to Grantee. Grants funds will be used to promote downtown Salem Holiday activities and temporary Holiday Project Manager costs during the 2020 Holiday Season. This Agreement is effective on the date last signed by both Parties below.

As a condition of a total grant of \$5,000.00 from the City of Salem, the Grantee agrees to the following:

1. The grant is for the 2020 holiday season for downtown promotion and project manager costs.
2. Grant funds must be used to support promotion of businesses within downtown Salem.
3. Funds shall be disbursed with submittal of invoices, employee timecards, and copies of any holiday promotional materials to be funded.
4. Grantee shall defend, indemnify, and hold harmless the City of Salem, the officers, agents, employees, and contractors of each, from all claims, suits, and actions of whatever nature resulting from or arising out of the activities or negligence of Grantee, its officers, agents, and employees under this Agreement.
5. The City may terminate this Grant Agreement or revoke the Grant award, in whole or in part, effective upon delivery of written notice to the Grantee under the following conditions:
 - (i) Grantee fails to comply with the terms and conditions of this Grant Agreement within the time specified herein or within any allowed extension thereof.
 - (ii) Grantee made or makes any fraud, misrepresentation, or false statement made in the Grant application, or in connection with the Grant.Any termination pursuant to this section shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. In the event of termination, the City may require the Grantee to repay all or part of the Grant Funds.
6. The City and its duly authorized representatives shall have access to the Grantee's books, documents, investigative reports, papers and records which are directly pertinent to this Grant Agreement for the purposes of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

7. Grantee will comply with all applicable federal, state and local laws, ordinances, rules, regulations and executive orders now existing or hereinafter in effect, which may in any manner affect Grantee's performance under this Grant.
8. The individual signing this grant on behalf of Grantee hereby certifies that such signature has authorized by the Grantee, and that the individual has the authority to act on behalf of Grantee, and to bind the Grantee to the terms and conditions of this Grant Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

Grantor
City of Salem, Oregon

Grantee

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____