

CONTRACT FOR SERVICES

This Contract for Services, effective this 2ND day of March, 2011, by and between the **CITY OF PADUCAH** ("City") and **BARBECUE ON THE RIVER, INC.**

WITNESSETH:

WHEREAS, Barbecue on the River, Inc. has an application pending to obtain status as a 501 (c)(3); and

WHEREAS, Barbecue on the River, Inc., is now desirous of creating and constructing a downtown retail store front that will market and sell barbeque-related items; and

WHEREAS, the City of Paducah desires to contract with Barbecue on the River, Inc. for the services to be described herein under the terms and conditions set forth in this Contract for Services; and

WHEREAS, the activities described below will enhance commerce in downtown Paducah and further will add to the economic vitality of Paducah.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2011.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing the services described below, upon receipt of an Invoice, the City shall pay Barbecue on the River, Inc. a one-time amount of Twenty Thousand Dollars (\$20,000). In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - Barbecue on the River, Inc. shall:

- Create and construct a retail store front "BBQ & More."
- Construct a kitchen within the store front, which will enable tastings of sauces and rubs of local BBQ vendors
- Sell sauces and rubs of local BBQ vendors
- Conduct tastings and prepare recipes of local farmers market vendors
- Host BBQ on the River judging certification classes and various cooking competitions
- Store Hours shall be Monday through Saturday, 10 a.m. to 7 p.m.

- Grand Opening is planned for April 1, 2011

SECTION 5: ACCOUNTING

- (A) Barbecue on the River, Inc. shall conduct all accounting, payroll, and financial management.
- (B) Barbecue on the River, Inc. shall supply an annual financial audit to the City within two (2) weeks of its completion.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS The City retains the right to review financial and operational records of Barbeque on the River, Inc., in order to provide verification of compliance with the terms of this Contract. Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Barbecue on the River, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH



William F. Paxton, Mayor

BARBECUE ON THE RIVER, INC.

Name Jessie L. Comer

Title President BBQ on the River