

**STATE OF SOUTH CAROLINA )  
)**

**AGREEMENT BETWEEN THE CITY OF  
HARTSVILLE AND EDVENTURE, INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between EDVENTURE, INC. and the CITY OF HARTSVILLE.

WHEREAS, EDVENTURE, INC. is a non-profit organization under the United States Internal Revenue Code, was created to provide hands-on and unique educational experiences through museum exhibits, programs and outreach; and

WHEREAS, EDVENTURE, INC. will expand these services to the City of Hartsville by opening EdVenture Hartsville at 146 Carolina Avenue, Hartsville, SC; and

WHEREAS, the CITY OF HARTSVILLE recognizes the positive contributions EDVENTURE, INC. can make toward improving the lives of citizens in Hartsville and desires to take full advantage of these contributions; and

WHEREAS, the CITY OF HARTSVILLE, in exchange for the aforementioned contributions and services to the community, has determined that it is appropriate to award the sum of One Hundred Thousand (\$100,000.00) Dollars to EDVENTURE, INC. annually from the Hospitality Tax Fund for a five (5) year term based on mutual agreement below.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements described herein, the parties hereto agree as follows:

- 1) The CITY OF HARTSVILLE agrees to award EDVENTURE, INC. the sum of One Hundred Thousand (\$100,000.00) Dollars annually from the Hospitality Tax Fund for a five (5) year term. Payments will begin when up fit is complete and exhibits are beginning to be installed to allow for staff to be hired and trained. The

payment will be coordinated by the City Manager upon the satisfaction of the City Manager's approval of that the terms of the up fit and hiring of staff have been met.

- 2) EDVENTURE, INC. will supply the CITY OF HARTSVILLE with an annual budget and use the funds for operation of the EdVenture Hartsville museum.
- 3) The CITY OF HARTSVILLE will send EDVENTURE, INC. quarterly payments in the amount of Twenty-Five Thousand (\$25,000) with payments starting after the aforementioned up fit has been completed. Payments should be mailed to: Tasha Derrick, CFO, EdVenture, P.O. Box 1638, Columbia, SC 29202.
- 4) The allocation of funds is to be expended by EDVENTURE, INC. between July 1 and June 30 and are to be used according to Hospitality Tax regulations and requirements provided by the CITY OF HARTSVILLE.
- 5) EDVENTURE, INC. will provide the CITY OF HARTSVILLE with an annual accounting of Hospitality Tax expenditures.
- 6) This Agreement shall remain in full force and effect provided EDVENTURE, INC. continues to carry out its above-stated mission and uses the award for operations of the EdVenture Hartsville Museum. If at any time the CITY OF HARTSVILLE finds that the awarded funds are not being used in accordance with the provisions outlined above, the CITY OF HARTSVILLE shall advise EDVENTURE, INC. in writing of the basis of its finding that the awarded funds are not being used in accordance with this agreement. Upon receipt of written notice, EDVENTURE, INC. shall have thirty (30) days to provide a written response and to

provide an accounting herein.

- 7) The parties hereto expressly agree that the tendering of this award by the CITY OF HARTSVILLE and the acceptance thereof by EDVENTURE, INC. in no way creates any agency relationship between the parties or any relationship which would subject the CITY OF HARTSVILLE to any liability for any acts or omissions of the recipient entity or entities. EDVENTURE, INC. shall indemnify and hold harmless the CITY OF HARTSVILLE, its parent, subsidiaries and affiliates and all their respective directors, council members, officers, agents and employees (hereafter collectively referred to as the "Indemnitee") from liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of illness, personal injury or death to employees or any other persons, damage to property of the CITY OF HARTSVILLE or others or other loss or liability arising from or in connection with EDVENTURE, INC.'s performance of any services funded by this award.
- 8) Further, EDVENTURE, INC., at its own expense, shall defend any demand, claim, suit, action or cause of action brought against the Indemnitee where such demand, claim, suit, action or cause of action arises from any cause for which the Indemnitee may be entitled to be indemnified and held harmless pursuant to this agreement, arising from or in connection with such demand, claim, suit, action or cause of action; provided, however, that the Indemnitee shall be entitled to participate in such defense.
- 9) Any such employees, volunteers or persons authorized to conduct or carry out

the mission of EDVENTURE, INC. shall be the sole responsibility of EDVENTURE, INC., which shall ensure that such persons comply with all applicable laws, rules, regulations or decisions of any federal, state, county or municipal governmental authority (including all requirements of state, federal or other grant authorities to ensure a drug-free workplace).

IN WITNESS WHEREOF WE THE UNDERSIGNED have this \_\_\_\_\_ day of \_\_\_\_\_, 2017, set our hand and seal hereon.

EDVENTURE, INC.

WITNESSES:

\_\_\_\_\_  
President and CEO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF HARTSVILLE

WITNESSES:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
\_\_\_\_\_  
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