

Membership Program Agreement

We are pleased that _____ (“you” or “your”) are joining the Membership Program at Greektown Neighborhood Partnership, a Michigan non-profit corporation (“GNP”, “we”, “our” or “us”). The Membership Program allows GNP to provide services to the Greektown neighborhood and to its Members and strengthens the commitment of our community to the long-term economic and cultural vibrancy of Greektown. Each party’s respective rights and obligations are outlined below. Kindly indicate your agreement to join the Membership Program and participate as a Member and abide by the terms of this agreement (this “Agreement”) by signing in the space provided at the end of this Agreement and returning a signed copy to us.

The following terms and conditions of Membership is a legal Agreement between you or your organization and GNP. You understand that the rights of Membership, including your right to identify as a Member, begin only when you have executed this Agreement and been notified that your application for Membership has been accepted.

1. Services Provided by GNP.

In exchange for Membership dues, GNP agrees to provide a variety of services benefiting you and its other Members, including:

Representation:

- It is the primary role of the GNP Board of Directors, Executive Director, and staff to represent the interests of the Members of Greektown Neighborhood Partnership and the interests of the neighborhood in city and statewide conversations.
- GNP Board Members and/or staff attend relevant public meetings, serve on relevant committees, and directly facilitate conversations with public and private leaders in the community to ensure that Greektown's interests are heard and considered.
- Members of GNP have the ability to contact GNP leadership with concerns that they would like brought to the attention of the community.

Event Planning:

- GNP staff and Members are responsible for the planning and execution of events to take place throughout the district over the course of each year. These events will support the culture of the district and promote a positive image for the businesses (e.g. Heritage Festival, Greektoberfest, etc.).

Neighborhood Services:

- GNP is responsible for actively supporting and coordinating the maintenance, beautification, and preservation of the district. This may include, but is not limited to:
 - Coordinating with the City of Detroit and Downtown Detroit Partnership sanitation services.

- Working with the Detroit Police Department to continue to improve public safety in Greektown.
- Providing basic landscaping services and coordination that may include seasonal planters, or other landscape improvements.
- GNP Board Members and/or staff will serve as stewards of the historic nature of the neighborhood and will provide guidance to the individual property owners regarding new construction and property improvements.

Special Projects:

- It is the responsibility of the GNP Directors and/or staff to explore and execute on initiatives and programs that will improve the experience of visiting, working in, living in, or traveling through the Greektown neighborhood.
- GNP Directors and staff will support and enhance inclusive and equitable opportunities for growth within the district through community and economic development programs and initiatives.
- GNP Directors and staff will further the implementation of the *Greektown Neighborhood Framework Vision* in partnership with Greektown stakeholders and GNP Members.

Public Relations/Marketing:

- GNP Directors and/or staff are responsible for maintaining or delegating the maintenance of any active social media channels and coordinating any necessary public relations efforts to promote initiatives, events, or neighborhood news, as deemed appropriate by the Board of Directors and Executive Director.

Greektown Neighborhood Partnership Meetings:

- GNP Directors and/or staff are responsible for organizing and participating in monthly Membership meetings to discuss key issues for business owners, property owners, organizations, and stakeholders in the Greektown area.
- GNP Directors and/or staff are responsible for calling special meetings to discuss issues or concerns raised by the stakeholder Members throughout the year.

Project & Financial Reports:

- GNP Directors and/or staff will be responsible for creating progress reports for specific special initiatives to inform GNP Members or relevant stakeholders.
- GNP Directors and/or staff will be responsible for providing financial reports to the Member group on a quarterly basis.

Employee Parking Discount:

- GNP staff will coordinate with GNP Members and Greektown Casino-Hotel staff to provide discounted employee parking within Casino parking structures as possible and available.

2. **Member Requirements.**

In addition to the paying Membership fees, you agree to comply with the terms of this Agreement by adhering to the following:



Meeting Attendance:

- You or a representative from your organization or business are required to attend a minimum of six (6) monthly Member meetings throughout the year.
- You will act in good faith to attend special meetings called by the GNP Board of Directors and Executive Director.

Historic Preservation:

- Act in good faith to preserve and protect any historic elements of your building, business, or property. These may include but are not limited to: signage, façade, building material, and lighting.

Building Alterations and/or New Ground-Up Construction:

- You will inform GNP Directors and staff of any proposed alterations to your building exterior 60 days prior to the start of construction.
- You will present any proposed new ground-up construction projects in pre-development stages to the GNP Board of Directors and Executive Director.

Tenanting & Leasing:

- Prior to formalizing leases with new tenants, you will meet with GNP Directors and/or staff to discuss new parties being introduced within the district.
- You will act in good faith to encourage or require new tenants to work closely with the community and their neighbors and to apply to join as a stakeholder Member of Greektown Neighborhood Partnership.

Building/Property Maintenance & Aesthetic:

- You will consistently maintain a clean and safe sidewalk/pedestrian right-of-way in front of or surrounding your property/business.
- Maintain appropriate signage for your building that is in good condition, adhering to City of Detroit signage and façade ordinances.
- Maintain any private garbage receptacles near or on your property and ensure that staff respects community waste management equipment.
- Match appropriate seasonal décor to the look and feel of the district and the surrounding properties in a timely manner.
- Any signage, façade elements, seasonal décor, promotional materials, sidewalk furniture or other amenities should be positioned and maintained in a safe and secure manner so as not to create the possibility of harm to any property or persons.
- Seasonal furnishings such as patios or outdoor seating should be maintained in accordance with the City of Detroit code of ordinances.
- Ensure that all signage, façades, and other public displays conform with the Greektown district look and feel and maintain the historic character of the district.

Landscaping:

- Consistently maintain any private landscaping implemented on or around your property.

- Ensure that all landscaping privately implemented conforms with the look and feel of other Greektown landscaping efforts.
- Do not interfere with any landscaping implemented by GNP, Downtown Detroit Partnership, or the City of Detroit, other than in the course of maintenance that would be considered expected or ordinary.

Security:

- You will, in good faith, take any actions judged necessary and expedient to create an environment in/on/around your property or business that ensures the safety of your patrons, customers, tenants or any other individuals that may interact with your property or business.
- You will take any actions judged necessary and expedient to create an environment in/on/around your property or business that ensures the safety of the patrons, customers, tenants or any other individuals that may interact with your neighbors or the rest of the Greektown neighborhood.
- Maintain a hospitable and amicable working relationship with Detroit Police Department Neighborhood Police Officers, Casino Security, and/or any other entity that supports public safety in Greektown.

Special Events:

- The GNP Board of Directors must approve any private or public special events requiring a City of Detroit Special Event Permit that will be held on or around your property.
- The Board of Directors and Executive Director must be informed of any district-wide coordinated events or those involving three (3) or more businesses. Requests for events must be submitted in writing to the Board of Directors and Executive Director prior to approval by the City of Detroit and not later than 30 days prior to the date of the proposed event.

Greektown Neighborhood Partnership Neighborhood Events Participation:

- You will contribute one (1) staff member to volunteer per every six (6) hours of event operations on the day of the event, or you will contribute \$100 per every six (6) hours of event operations. (e.g.: If a GNP event runs from 9AM-9PM (12 hours) you are required to provide two (2) volunteers or \$200).

Greektown Good Neighbor Clause:

- Operate your business in a manner that supports and furthers the ideals and vision of Greektown Neighborhood Partnership for the Greektown neighborhood.
- Work in a professional, productive, and collaborative manner with GNP, Members, and the various active stakeholders in the neighborhood.

Any costs incurred by Greektown Neighborhood Partnership as a result of a Member's non-adherence to these regulations will be passed on to the entity responsible.

Non-adherence to these regulations can result in penalty or expulsion from Greektown Neighborhood Partnership, at the discretion and direction of GNP Board of Directors.



3. **Membership Qualifications and Fees.**

Membership is open to individuals and entities involved directly or indirectly with the Greektown district. Membership begins upon notification that your application for Membership has been accepted. The annual Membership fee shall be one thousand dollars (\$1,000), which shall be payable January 1 of each calendar year. Members who begin Membership in the middle of the calendar year shall pay a prorated amount at the beginning of their Membership based on the date their Membership begins. Membership fees not paid in a timely manner on the day they are due shall be subject to interest charges at an annual rate of ten percent (10%). Membership qualifications and fees may be updated at any time by GNP, provided that in the event of a fee increase, existing Members who have paid their annual fee for a specific year will not be required to pay any additional amount in satisfaction of the annual fee increase for that year. GNP reserves the right to establish additional fees for specific events or for participation in select programs or initiatives. You shall not be entitled to receive any reimbursement for any costs or expenses relating to your participation as a Member of GNP. For more detailed information regarding fees and specific Membership requirements, qualifications and benefits can be found in the Membership section of our website at greektowndetroit.org.

4. **Code of Conduct.**

We are committed to help facilitate beneficial initiatives throughout the Greektown district and we expect our Members to conduct themselves in a way which promotes this goal. GNP reserves the right, in its sole discretion, to immediately terminate this agreement in the event GNP believes your conduct, actions, communications or activities (i) do not promote specific GNP initiatives, (ii) conflict with the beautification and historic preservation of the Greektown district, or (iii) cause GNP hardship in any other way.

5. **Term and Termination.**

This Agreement shall become effective as of the date you sign and shall expire on December 31, 2020, unless earlier terminated. Through a majority vote, the GNP Board of Directors may terminate this agreement at any time and for any reason upon written notice to you. You may terminate this agreement for any reason by providing not less than 30 days advance written notice to us. Members shall not be entitled to receive a refund for any annual fees paid prior to termination of this Agreement. In the event GNP terminates this Agreement prior to its expiration, you shall be entitled to receive a refund for annual fees which were paid, at a prorated rate based upon the termination date of this Agreement.

This Agreement will be automatically renewed on January 1 of each subsequent year following its signing. In order to avoid automatic renewal of contract, Members must terminate this agreement by December 1 of the year. In the case that the Board of Directors wishes to amend the language of the Agreement, the Agreement will be terminated and each Member will have the opportunity to renew Membership based on the new terms of the Agreement.

6. **GNP Name or Logo and other Proprietary Information.**

During the term of this Agreement, GNP grants you a non-exclusive, non-assignable and non-transferable limited license to use the GNP name and logo in printed or online materials, electronic broadcast media, newspapers, periodicals, billboards, posters, direct mail, flyers, other advertising materials such as television, radio, business cards, stationery, invoices and facsimile cover sheets for the limited purpose of conveying notice of your Membership in GNP. You shall not use GNP' name or logo for any other purpose



or in any way that represents approval by GNP of the content of any media or as an endorsement or certification by GNP of any product or service offered. You acknowledge and agree that GNP shall remain the exclusive owner of its name and logo and that GNP may revoke the right to use its name and logo at any time by supplying you with written notice. Furthermore, you acknowledge and agree that no license or conveyance of any proprietary information, including all patents, copyrights, trade secrets, trademarks and domain names is granted or implied under this Agreement.

YOU AGREE THAT YOU WILL NOT BRING ANY ACTION AGAINST GNP SEEKING INJUNCTIVE RELIEF OR DAMAGES ON ANY MATTER RELATING TO YOUR MEMBERSHIP OR THIS AGREEMENT AND IN NO EVENT SHALL GNP BE LIABLE TO YOU FOR ANY DAMAGES OF ANY TYPE AS A CONSEQUENCE OF YOUR ACTIONS PURSUANT TO YOUR MEMBERSHIP OR THIS AGREEMENT. YOU AGREE THAT GNP SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR TO ANY OF YOUR AFFILIATES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH BY GNP OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY FOR ANY COURT PROCEEDING ARISING OUT OF OR RELATING TO YOUR MEMBERSHIP OR THIS AGREEMENT.

7. **Limitation of Liability.**

8. **Notice.**

All communications concerning this agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt if delivered in person, (ii) the following business day after mailing by recognized overnight courier, with proof of delivery requested and charges prepaid, or (iii) the same business day if sent by email prior to 4:00 pm ET (the following business day if sent after 4:00 pm ET) and proof of such email delivery can be reasonably established. Notices to you shall be sent to your establishment's mailing address or to the email address you provided to us. Notices to GNP shall be sent to 400 Monroe St., Suite 340, Detroit, MI 48226, Attention: Melanie Markowicz, Executive Director, or to melanie@greektowndetroit.org, as applicable. Either party may update their mailing or email address by sending prior written notice to the other party in accordance with this section.

9. **Applicable Law; Waiver of Jury Trial.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction. Each party irrevocably consents to the jurisdiction and venue of the appropriate state and federal courts in Wayne County, Michigan.

10. **Confidential.**

The existence, nature and terms and conditions of this Agreement and information you receive in connection with Membership or at meetings or events ("Confidential Information") shall not be disclosed in any manner or form (except as required by law or as expressly permitted by GNP) to any person or entity under any circumstances. You further agree to take all appropriate steps (and to cause your affiliates to take



all appropriate steps) to safeguard such Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. In the event that you or your affiliates are required by law to disclose any Confidential Information, you shall promptly notify GNP in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with GNP to preserve the confidentiality of such information consistent with applicable law. You agree that upon GNP's request at any time, you shall (and shall cause your affiliates to) promptly return or destroy (and confirm in writing to GNP) all copies of Confidential Information in your possession or the possession of any of your affiliates and you shall not retain any copies or other reproductions, in whole or in part, of such material.

11. **Bylaws, Privacy Policy and User Agreement.**

By agreeing to become a Member of GNP, you agree to be bound by GNP's Bylaws and any privacy policy and user agreement found on our website, greektowndetroit.org, as updated from time to time.

12. **Enforceability.**

If any provision contained in this Agreement or the application thereof to you, GNP or any other person or circumstance shall be invalid, illegal or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained in this Agreement, or the application of such provision to such persons or circumstances other than those as to which it has been held invalid, illegal or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. In the case of any such invalidity, illegality or unenforceability, such invalid, illegal or unenforceable provision shall be replaced with one that most closely approximates the effect of such provision that is not invalid, illegal or unenforceable.

13. **Assignment.**

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any assignment of this Agreement by you (including by operation of law) without the prior written consent of GNP shall be void.

14. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, arrangements and discussions between the parties hereto with respect to the subject matter hereof. This Agreement may be amended or modified by a written instrument executed by the parties hereto.

15. **Counterparts.**

For the convenience of the parties, this Agreement may be executed by PDF and/or in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on both parties hereto.

[signature page follows]



GREEKTOWN
NEIGHBORHOOD
PARTNERSHIP

Sincerely,

GREEKTOWN NEIGHBORHOOD PARTNERSHIP

By: _____

Name: _____

Date: _____

AGREED AND ACCEPTED TO [_____]

By: _____

Name: _____

Date: _____