

RESOLUTION NO. 93-01  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul M. Gresham ON THE  
17<sup>th</sup> DAY OF December, 2001.

A RESOLUTION RATIFYING THE ACTION TAKEN BY  
THE CITY MANAGER TO EXECUTE AN AGREEMENT  
BETWEEN THE CITY OF CENTERVILLE AND GIFT  
CERTIFICATES PLUS.

WHEREAS, Gift Certificates Plus designs, maintains and operates a gift certificate  
web site store on the World Wide Web along with retail locations in shopping malls, and

WHEREAS, The City of Centerville has determined this gift certificate and  
advertising service to be of benefit for sales at Yankee Trace.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY  
RESOLVES:

Section 1. That the Council of the City of Centerville hereby ratifies the action  
taken by the City Manager in the execution of an Agreement  
between the City of Centerville and Gift Certificates Plus, a copy of  
which is marked as Exhibit "A", attached hereto and incorporated  
herein.

Section 2. That this Resolution become effective immediately upon passage.

PASSED this 17<sup>th</sup> day of December, 2001.

Sally D. Brels  
Mayor of the City of Centerville, Ohio

ATTEST:

Maureen McLaughlin  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 93-01, passed by the Council of the City of Centerville, Ohio, on the 17<sup>th</sup> day of December, 2001.

Marie J. Saugh  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

## EXHIBIT "A"

Gift Certificates Plus  
LETTER OF AGREEMENT

This Agreement entered into this 20<sup>th</sup> day of November, 2001, by and between  
Gift Certificates Plus, L.L.C. hereafter GCP and  
City of Centerville // Yankee Trace hereafter called  
Merchant.

STATEMENT OF PURPOSE

GCP designs, maintains and operates a gift certificate web site store  
on the World Wide Web along with retail locations in shopping malls and  
Merchant wishes to use the products and services of GCP. To accomplish this  
purpose it is mutually agreed that:

1. Merchant authorizes GCP to sell and issue gift certificates redeemable at Merchants business.
2. GCP shall bear all expenses in developing, maintaining and marketing the web and retail locations and GCP shall be responsible for all expenses expended for purposes related thereto and Merchant is only responsible for the marketing fee of \$500.00 (on sales over \$7500.00) and the fee of 20 percent of total sales (from \$.01 and up).
3. Merchant agrees to furnish photo ready art work to GCP for use on gift certificates and advertising. GCP acknowledges that all property rights in said property and materials shall remain the property of the merchant during their use by GCP.
4. Merchant acknowledges that any and all pre-purchased gift certificates may be returned by GCP to Merchant for a full refund of amount paid. (Face value minus percentage).
5. Merchant acknowledges that all data collected by GCP under this agreement and all money received pursuant to this agreement by GCP shall vest in and remain the property of GCP except the amount paid to Merchant on December 26th, 2000.

All other additional yearly sales, the Merchant will be paid monthly.

6. This agreement shall remain in effect for one year from the date of execution and shall be automatically renewed on an annual basis unless terminated as provided herein. Either party may terminate this agreement by giving sixty (60) days written notice to the other party. Each party will continue to honor all GCP gift certificates which have been issued pursuant to this agreement after the termination of the agreement.
7. GCP and Merchant are separate entities and are independently contracting herein and neither party has authority to act for the other except as specifically provided for in this agreement.
8. Notices required by the agreement shall be sent in writing to the following address:

Gift Certificate Plus  
P.O. Box 9851  
Cincinnati, Ohio 45209

Yankee Trace / City of Centerville  
100 W. Spring Valley Rd.  
Centerville, OH 45458

9. This agreement may not be amended or assigned without the express written agreement of both parties.

10. This agreement shall be interpreted and governed according to the laws of the state of Ohio and both parties hereby grant exclusive jurisdiction and venue to the state or Federal Courts situated in Hamilton County, Ohio over any legal proceedings arising out of this agreement.

11. This agreement shall not take effect until accepted by an authorized representative of GCP at its place of business at

4777 Red Bank Expressway, Cincinnati, Ohio, 45227

The Merchant has executed this agreement on the day and date first written above.

Witness

Merchant

\_\_\_\_\_  
Sales Representative

By: \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTANCE

GCP does hereby accept and agree to be bound by the terms, conditions and provisions of this agreement. Executed at Cincinnati, Ohio on

\_\_\_\_\_.

GCP

By: \_\_\_\_\_  
Authorized Representative.