



MakeMyMove Product and Services Agreement

This Product and Services Agreement (the "**Agreement**") is made and entered into by and between:

TMAP, LLC, dba MakeMyMove, an Indiana Limited Liability Company, with its principal place of business at 1003 E 38th St. Indianapolis, IN 46205 ("**MakeMyMove**"),

And [**The Town of Avon**], with its principal place of operations at [6570 East US Highway 36. Avon, IN 46205] ("**Client**").

Summary

MakeMyMove is an economic development platform that helps communities grow by recruiting talented people and their families to relocate. Our tools and team make it easy for a community to grow its workforce & economy, one household at a time.

[**The Town of Avon**] focuses on fostering a vibrant community where residents and visitors enjoy living and recreating, while also preserving its historic resources and natural environment.

Together, we will develop and execute a 12-month talent attraction program with the shared goal of moving **5 new** Qualified Households* to live and work in Avon, IN.

Candidate Qualification Criteria

	Job-Bringer	Job-Seeker
Description	Household for which the primary worker is fully remote, makes the minimum income, and is able to continue working for the minimum duration.	Household for which the primary worker accepts a job with a local employer making the minimum income, and works for the minimum duration.
Minimum Income	\$50,000	50,000
Move-from Boundary	Outside of State of Indiana	Outside of State of Indiana
Move-to Boundary	Town of Avon	Town of Avon
Required Duration	1 Year	1 Year

Products and Services	What's Included?	Price
12-Month *High-Volume **Tier-2 Platform Subscription and Talent Attraction Campaign	<ol style="list-style-type: none"> 1. Premium microsite on MakeMyMove.com highlighting your relocation program and the people & places that make Avon special. 2. Promotion of your regional content to a high-quality audience of move-ready talent across the MakeMyMove platform, online and via email & digital channels. 3. Access to QuickApply, the conversion-friendly, configurable and integrated application form. 4. Unlimited seats for Mover Recruitment Studio, the purpose-built talent attraction tool. Key features include: <ol style="list-style-type: none"> 4.1. A pipeline pre-qualified leads for your community with rich candidate data. 4.2. CRM tools to manage the leads through the recruitment process. 4.3. Recruitment & retention playbooks to guide your program's activity. 4.4. Message templates and workflow automation for ease-of-use. 4.5. Integrated support to answer questions and shoulder the burden of care. 5. Access to MakeMyMove's ROI Dashboard for real-time monitoring of the economic impact and reach of your relocation program. 6. Marketing & Communications: Our team of consumer marketing experts will help you develop and deploy the right message to engage and convert your target audience. Services include: <ol style="list-style-type: none"> 6.1. Provide advice to construct an effective program 6.2. Develop unique positioning for your region's program including a memorable 'hook' to grab users' attention. 6.3. Develop SEO-friendly content for your pages to help tell the story of your region. 6.4. Identify newsworthy content and pitch it to media outlets to earn press for your program. 6.5. Run digital ad campaigns to drive impressions to your content. 7. Program Support: Your dedicated Customer Success team will help you get your program running, and ensure that you have the data and know-how to recruit and retain people effectively. Services include: <ol style="list-style-type: none"> 7.1. Ongoing management of pages on makemymove.com. 7.2. Monitoring and curation of locally generated content. 7.3. Customized recruitment and retention playbooks, and advice from a team of recruitment experts on how to run your program most effectively. 7.4. Performance monitoring, and analysis of data and trends. 7.5. Regular update meetings and available customer support line. 	\$55,000



	<ol style="list-style-type: none"> 8. Fulfillment: Landing new recruits requires diligence and a welcoming spirit. Our team will support the effort with expert customer care and community activation. <ol style="list-style-type: none"> 8.1. The Mover Support Team will work with recruits to navigate the relocation process, answer questions, and connect them to relevant local resources. 8.2. Verify candidate eligibility by confirming employment & income, and conducting criminal background checks. 8.3. Activate community members by identifying and training local volunteers to provide content and assist in the recruitment process. 9. Economic Modeling: Using IMPLAN, the industry standard input output model, we'll build economic impact reports to show the incremental output of the new residents and jobs your program attracts. 	
One-Time Setup + Implementation Services	<ol style="list-style-type: none"> 1. Content Development: We'll set up initial program and community pages on makemymove.com, and invite locals to contribute testimonials & user generated content. 2. System Configuration: We'll create an instance of the Mover Recruitment Studio to suit your needs, and ensure that each relevant team member has sufficient access, and understanding of the tools. 3. Onboarding and Training: We'll conduct orientation meetings to ensure relevant stakeholders understand the process, and will hold training sessions to help members of the recruitment team understand their roles, and the tools available to make their job easier. 4. Program Development: We'll provide ongoing consulting services to help develop and improve the relocation programming on offer. 	
Mover Volume Target	<ol style="list-style-type: none"> 1. The marketing, content and fulfillment services have been scoped to support a campaign that would generate 5 new movers, assuming standard eligibility, programming and expected conversion rates* 	\$11,000

COMPENSATION & PAYMENT SCHEDULE

In consideration for the products and services provided, MakeMyMove shall be compensated \$55,000. Upon grant approval, MakeMyMove shall issue an invoice to the IEDC in the full amount of \$29,750, representing the first half of the State's financial commitment and retain in full.

The initial payment of \$12,625 will be due on April 1, 2026. The final payment of \$12,625 is due 60 days after the initial payment.



Upon the successful relocation of three (3) households, representing the program's halfway milestone, MakeMyMove shall issue a second invoice to the IEDC for \$29,750. MakeMyMove will transfer the total second tranche of IEDC grant funds to Avon, which will be used for the remainder of the program's mover stipends.

	Avon Program Cost	\$119,000			
	Mover Goal	5			
	Avon Responsibility	IEDC Responsibility			
Total	\$59,500	\$59,500			
In Kind	\$34,000	N/A			
Cash	\$25,500	\$59,500	\$85,000		
	Amount	Date	Payor	Payee	Notes
State Funding Part 1	\$29,750.00	upon signature from community	IEDC	MMM	
Avon Payment 1	\$12,625.00	due 30 days after signature	Client	MMM	
Avon Payment 2	\$12,625.00	due 90 days after signature	Client	MMM	
State Funding Part 2	\$29,750.00	upon reaching mover #3	IEDC	MMM	MMM will send funds to Avon to use for mover incentives
Avon payments payments to movers	\$250.00		Client	Movers	In addition to the state funds, Avon will pay this toward movers incentives
	\$85,000.00				
Reimbursements					
Avon Reimbursement	\$29,750		MMM	Client	MMM will send the full second tranche of funds to Avon to be used for mover incentives

TERMS AND TERMINATION

The term of this agreement commences on April 1, 2026, The recurring portions will automatically renew on the 1-year anniversary of that date unless cancelled prior. Upon cancellation, Avon will retain access to the Mover Recruitment Studio and relevant applicant/lead data for up to 90 days to facilitate a successful transition.

Either party may cancel this agreement upon 90 days written notice to the other party at any time. Upon early termination by the Client, Client agrees to relieve MakeMyMove of the liability to fulfill the remainder of the contracted products and services. MakeMyMove will suspend recruitment activities on behalf of the Client, and will relieve Client of its obligation for future payments related to unfulfilled portions of the product and services.

OWNERSHIP OF DOCUMENTS AND MATERIALS

Except for MakeMyMove's Intellectual Property which includes but is not limited to the MakeMyMove Platform, Recruitment Playbooks & Campaign Methodology, all documents, content, records, programs, data, articles, memoranda, and other materials (the "Materials") specifically developed pursuant to or in connection with the services performed by MakeMyMove under this Contract shall be considered "work for hire" and MakeMyMove hereby transfers and assigns any ownership claims to the Client so that all Materials will be the property of the Client.



APPLICANT & LEAD DATA

Through the use of the platform, Recruitment Candidates who engage with Client's program, and community content on makemymove.com give MakeMyMove permission to share their personal information with the client for the purposes of evaluating and participating in the Client's relocation program. Recruitment Candidates retain full ownership of their personal information. Client will have access to candidate information pursuant to the MakeMyMove Privacy Policy. Candidate Information may not be used for any other purpose, or be shared with a third party without the direct, written consent of the candidate.

CONFIDENTIALITY

"Confidential Information" means (i) any information regarding Client's and MakeMyMove's current employees, and policies, (ii) any information concerning the existing or future products of Client or MakeMyMove; (iii) the terms of this Agreement, (iv) any software, documentation, materials or information provided shared in order to assist performing the services; and (v) any additional information designated in writing as "confidential" by Client or MakeMyMove. Confidential Information will not include, however, any information described above to the extent any of the following may be included therein: (1) information that becomes known to the general public without breach of the non-disclosure obligations of this Agreement; (2) information that is obtained from a third party or independently developed without breach of a nondisclosure obligation and without restriction on disclosure; and (3) information that is required to be disclosed in connection with any suit, action or other dispute related to this Agreement.

MakeMyMove and Client mutually agree to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information and to use reasonable care to prevent the unauthorized disclosure or use of the other party's Confidential Information, both during and after the term of this Agreement.

EQUAL OPPORTUNITY EMPLOYER POLICY

Both the Client and MakeMyMove are Equal Opportunity Employers, and each of the parties endeavors to recruit applicants for relocation and/or employment without regard to race, color, religion, age, sex, marital status, sexual preference, national origin, physical or mental disability, or veteran status.

INDEMNIFICATION



The indemnified Party shall provide the indemnifying Party with prompt written notice of any such indemnification claim. The indemnifying Party shall have sole control and authority with respect to the defense and settlement of any such claim. The indemnified Party shall cooperate fully with the indemnifying Party, at the indemnifying Party's sole cost and expenses, in the defense of any such claim. The indemnifying Party shall not agree to settle any such claim that does not include a complete release of the indemnified Party from all liability with respect thereto or that imposes any liability, obligation or restriction on the indemnified Party without the prior written consent of the indemnified Party. The indemnified Party may participate in the defense of any claim through its own counsel, and at its own expense.

GENERAL TERMS

MakeMyMove is an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. MakeMyMove will be responsible for all tax withholdings.

Dispute Resolution. Any controversy, dispute or claim arising out of or relating to this contract shall first be settled through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation; the mediator in such an instance shall have no authority to modify the terms of this Agreement. The mediation proceeding shall be held at a location mutually agreed to by the parties in writing. The administrative cost of the mediation and the mediator's fee shall be shared equally by the parties. If the parties are unsuccessful at resolving the dispute through mediation, the parties agree that the method of subsequent dispute resolution will be in a court of competent jurisdiction. If a dispute proceeds to litigation, the prevailing party is also entitled to recover attorneys fees and court costs in addition to any other recovery (including reasonable attorney's fees) which either party shall sustain as a result of the other's negligent acts, errors or omissions in carrying out the responsibilities in this Agreement.

Governing Law. This Agreement will be governed by and interpreted under the laws of the State of Indiana, without giving effect to applicable conflicts of law principles. Survival. The provisions of the Presentation, Confidentiality, and General Terms sections shall survive the expiration or termination of this Agreement.

Client: By (Sign)_____



Name: Ryan Cannon

Title: Town Manager

MakeMyMove: By (Sign) _____

Name: Ryan Pike

Title: Senior Sales Director

NOTICE ON PRICING & PERFORMANCE

*Pricing and performance of recruitment programs vary based upon factors such as the size and population of a region, the relative value of relocation programming, candidate qualification criteria and the level of participation from local program owners and volunteers. MakeMyMove scopes the size of our product and services offering to deliver the appropriate number of moved households under normal circumstances, and we set individual pricing based upon the expected marketing cost to produce qualified leads for a region of similar size, and our expected ability to convert those leads to movers based on average performance of similar communities.