



LETTER OF AGREEMENT

Between Chicago Association Management and CG Jung Institute of Chicago
Operations Manager
August 15, 2022

CG Jung Institute of Chicago
Dyane Sherwood
53 W Jackson Blvd, Suite 438
Chicago, IL 60604

Dear Dyane,

The following letter summarizes the Agreement in accordance with our discussions and the association management proposal submitted by Chicago Association Management to support CG Jung Institute of Chicago.

TOPIC OF AGREEMENT

CG Jung Institute of Chicago and Chicago Association Management are in agreement to the following with regards to:

SCOPE OF WORK

- Manage the day-to-day tasks and administrative needs of the CG Jung Institute
- Work with committees across the Institute to ensure all administrative and operational tasks are completed as needed
- Report directly to the President, work closely with the Executive Committee, and make written or in-person reports to the Board and the Chicago Society of Jungian Analysts
- Participate in the logistical planning and implementation of activities of the training and educational programs, the Board, and select committees
- Have contact with the members and the public, who contact the Institute and attend programs
- Work with Committee Chairs to manage the operations of our training program, public programs, and collegial events
- Monitor the budget and expense reimbursements
- Assist the Treasurer and Committee Chairs to develop the annual budget for each committee
- Gather course materials from faculty (syllabi, learning objectives, assignments, CVs, licensures, and contracts), make certain they are complete, and post them on
- Renew subscriptions and licenses
- Post materials on appropriate online databases
- Assist Committees with scheduling meeting locations and filing reports
- Assist in scheduling written and oral examinations
- Working with the accountant and the bookkeeper to prepare for the annual audit and tax return



MANAGEMENT FEE

Operations Manager - \$3,500 per month plus parking reimbursements

TERMS OF AGREEMENT

The aforementioned Agreement will become effective on the date of signing of the agreement, and shall remain in effect until the conclusion of the project. The aforementioned Agreement shall remain in effect until such time of the expiration date or agreed upon termination, unless otherwise agreed upon by mutual agreement in writing by both parties.

COMPENSATION OF CAM

In exchange for receiving from CAM the services set forth in the Agreement, CG Jung Institute of Chicago, shall pay to Chicago Association Management a quarterly services fee; such fee shall be payable via check or electronic funds transfer from CG Jung Institute of Chicago's bank account to CAM's bank account. The amount of the quarterly support service fee shall be \$10,500.00 plus expenses and shall be paid to CAM by CG Jung Institute of Chicago quarterly as follows: September 1, December 1, March 1 and June 1 for as long as this agreement is in place and has not been terminated by either party. A prorated fee for August 15 to 31, 2022 of \$1,750 will be billed on September 1, 2022.

ACT OF GOD/FORCE OF NATURE

Neither party shall be considered in default or in breach of contract hereunder nor be held liable for any failure to perform or for any delay in the performance of any provisions related to this Letter of Agreement when such failure or delay to perform should be triggered by any act or force of nature beyond either party's control. Such acts or force of nature would include, but are not limited to, Act of God (tornado, hurricane, lightning strike, etc.), fire, flood, hostilities, war, striking, or governmental restrictions, provided that whosoever declares an ACT of GOD or Force of Nature shall then provide prompt written notice to the other party to this Agreement of the commencement of the circumstance, the nature of the delay or failure, and when the condition will terminate/cease. Should such performance become interrupted by any such act as mentioned above, every reasonable effort shall be made to resume full performance of the Letter of Agreement as promptly as possible.

NOTICE

Both parties hereby acknowledge and agree that any notices provided in connection with this Agreement, shall be made in writing by registered or certified mail, with return receipt requested.

ENTIRETY OF AGREEMENT

There are no other representations, terms, conditions, warranties, or agreements, either oral or written, with respect to this Letter of Agreement made between both parties. As such, no changes shall be made except in writing, and thus executed by both parties.



PREVAILING LAW

The entirety of this Letter of Agreement shall be governed in accordance with the prevailing laws of the State of Illinois. Every aspect and provision of this Agreement shall be construed in such a manner that shall render this an effective and valid legal instrument under current applicable law. Should any part of this Agreement be deemed ineffective or unenforceable under applicable, only that specific provision shall be invalid and unenforceable, without affecting or invalidating any of the remaining provisions contained within this Letter of Agreement.

LEGAL REMEDIES

Should either party seek legal remedy to enforce or interpret any of the provisions contained with this Letter of Agreement, the prevailing party shall be entitled to reasonable attorney fees, in conjunction with any other relief deemed appropriate by the court to which the party may be entitled.

TERMINATION

Both parties shall have the right, at any time, provided written notice is given, to terminate this Letter of Agreement, whereas all rights shall immediately return to the originator of said Letter of Agreement without prejudice to money that may be due or become due upon the occurrence of any of the following:

- (a) Any violation of the terms of this Letter of Agreement, by either party;
- (b) Death or disability of either party during the term of this Agreement, or;
- (c) Either parties' inability to perform in accordance with this Letter of Agreement.

TITLES AND SUBTITLES

Any titles or subtitles contained or used in connection with this Letter of Agreement have been provided for ease and convenience of use only and shall not be used to construe any other meaning or intent. By the signing of this Letter of Agreement, both parties acknowledge and agree, with full understanding as to the accuracy of the contents herein, and with the terms agreed upon during negotiations.

CG Jung Institute of Chicago

By: Alyssa D. Sherwood Title: President, Its Authorized Agent

Date: August 19, 2022 C.G. Jung Institute of Chicago

Chicago Association Management, Inc.

By: _____ Title: _____, Its Authorized Agent

Date: _____