

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
TOWN OF CORNELIUS  
And  
CORNELIUS ARTS/COMMUNITY CENTER, INC.**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Town of Cornelius hereinafter referred to as TOWN and the CORNELIUS ARTS/COMMUNITY CENTER, INC. hereinafter referred to as CAIN CENTER (collectively, the “Parties”).

**PURPOSE:**

The purpose of this MOU is to continue to develop and expand a framework of cooperation between the Town and CAIN CENTER related to the joint use of the adjoining Town-owned Park (the “Park”) CAIN CENTER-owned plaza (the “Plaza”) and the CAIN CENTER-owned Cain Center for the Arts (the “Arts Center”) (collectively, the “Facilities”). References may be made to the JOINT USE AGREEMENT signed \_\_\_\_\_ (the “Use Agreement”). Capitalized Terms used herein without definition shall have the meaning set forth in the Use Agreement.

**AGREEMENT**

In consideration of the mutual promises and conditions stated below, and in recognition of the joint role Town and CAIN CENTER will play, both parties agree as follows:

I. Duties of Town

- A. Subject to the terms of this MOU, and the Use Agreement, Town grants CAIN CENTER and CAIN CENTER’s employees, contractors and invitees access and use of the Park rent free for those uses allowed by deed, easement, and Use Agreement. (Except for Town’s Reserved Hours, Town-Sponsored Opportunities, and other activities that may be scheduled by the Town (collectively, “Town Events”), all programs, events, and activities scheduled at the Facilities shall be referred to as a “CAIN CENTER Events”).

On or before January 1 of each calendar year, Town will provide CAIN CENTER with its proposed dates for Town Events for the upcoming fiscal year (the “Scheduling Date”).

- B. Town shall provide necessary security, crowd monitoring and crowd control during Town Events at all Facilities. Additionally, Town shall be responsible for security, set-up, and clean-up after its use of Facilities. Clean-up shall include the removal of equipment, materials, trash, and litter, and the Facility restored to its original condition prior to 9:00 am the morning after the Town

Event. Town shall be responsible for the prompt repair of any damages to Facilities that may occur during the Town's Event.

- C. Rules, Policies and Procedures applicable to usage of the Park are attached hereto as **Exhibit A**.
- D. Town will coordinate and communicate with CAIN CENTER in the event of inclement weather, scheduled maintenance, Extraordinary Events or other decisions to cancel, postpone, and/or reschedule Town activities. Town does not provide snow and ice removal during winter weather.

## II. Duties of CAIN CENTER

- A. Subject to terms of this MOU and the Use Agreement, CAIN CENTER grants to Town access to and use of the Plaza rent-free, the restrooms rent-free during Park Community Events, restrooms rent-free during Town Programs and access to and use of Arts Center at base-rental rates equivalent to those charged to any other public or private party for requested uses other than Town-Sponsored Opportunities as further described below.
  - a. During Park Community Events, The Parties will work cooperatively to create a bathroom plan that ensures that adequate restroom facilities are available for expected crowds. The Plan may include the use of a combination of Arts Center restrooms, Town-provided portable restrooms, and the use of other Town facilities if determined necessary by the Parties under the circumstances of each event.
  - b. In addition to 10 Park Community Events, the Town shall be entitled to twelve (12) Town-Sponsored Opportunities in the Art Center and Plaza without charge.
- B. CAIN CENTER shall be responsible for coordination and creation of the Master Schedule. Cain Center will grant Town access to view the Master Schedule. The Master Schedule shall include the name and contact information of all parties scheduling events at the Facilities. In the event there is a scheduling conflict between a CAIN CENTER scheduled event and a Town Event presented on or before the Scheduling Date, the parties shall work cooperatively to accommodate the Town's request or provide a reasonable alternative date. Notwithstanding the foregoing, the Parties agree that each year CACC shall reserve for the Town and Town shall have first priority scheduling rights over all Facilities for three dates upon which the Town hosts annual Park Community Events to include: i) the Saturday after Thanksgiving ("Light Up Cornelius" festival); ii) November 11 (Veterans Day Celebration) and iii) Memorial Day (Memorial Day Celebration). Town shall refer all third-party inquiries it may receive related to Facilities programming to CAIN CENTER. CAIN CENTER

shall endeavor to grant Town's requests for use of Facilities as those requests are received.

- C. CAIN CENTER shall provide security and crowd monitoring and crowd control during CAIN CENTER Events at all Facilities. CAIN CENTER shall be responsible for security, set-up, and clean-up after use of the Facilities. Clean-up shall include the removal of equipment, materials, trash, and litter, and the Facility restored to its original condition prior to 9:00 am the morning after the event. CAIN CENTER shall be responsible for the prompt repair of any damages to the Park that occur as a result of a CAIN CENTER Event or CAIN CENTER's use thereof.
- D. Subject to the terms of this MOU and the Use Agreement, Rules, Policies and Procedures applicable to usage of the Plaza and Art Center shall be established from time to time by CAIN CENTER.
- E. CAIN CENTER will coordinate and communicate with Town in the event of inclement weather, scheduled maintenance or other decisions to cancel, postpone, and/or reschedule CAIN CENTER activities scheduled in the Park. Notwithstanding, Town shall have final authority regarding use of the Park during inclement weather.

### III. Joint Duties of Town and CAIN CENTER

Town and CAIN CENTER will:

- A. Work cooperatively to ensure that all employees, invitees, and others participating in Town Events and CAIN CENTER's Events, coordinated activities and/or private events abide by all applicable rules, regulations and ordinances.
- B. Meet on a regular periodic basis as agreed by the Parties to review the Master Schedule, discuss and resolve issues and concerns that may arise related to use of the Facilities and/or this MOU.

### IV. Special Provisions

- A. Payment for Utilities During Events:
  - (a) Town shall pay for all utilities at the Park except CAIN CENTER shall pay for utilities for CAIN CENTER Events calculated as the difference between the utility cost incurred by the Town on the day of the event less the average daily utility rate incurred by the Town when no event is scheduled.
  - (b) CAIN CENTER shall pay for all utilities at the Plaza and Art Center except Town shall pay for utilities for Town Events calculated as the difference

between the utility cost incurred by CAIN CENTER on the day of the event/activity less the average daily utility rate incurred by the CAIN CENTER when no event/activity is scheduled.

**B. Payment for excessive Wear and Tear of Facilities:**

- (a) Town shall schedule, perform and pay for regular repair and maintenance to the Park and repairs and maintenance resulting from Extraordinary Events. Notwithstanding the foregoing, if a CAIN CENTER event or scheduled series of events results in excess wear and tear or damage requiring unscheduled maintenance/repair/replacement to the Park, CAIN CENTER shall reimburse Town for costs incurred for that unscheduled maintenance/repair/replacement.
- (b) CAIN CENTER shall schedule, perform and pay for regular repair and maintenance of the Plaza and Arts Center and repairs and maintenance resulting from Extraordinary Events. Notwithstanding the foregoing, if a Town Event or scheduled series of events results in excess wear and tear or damage requiring unscheduled maintenance/repair/replacement to the Plaza or Art Center, Town shall reimburse CAIN CENTER for costs incurred for that unscheduled maintenance/repair/replacement.

**C. Joint Events.** From time to time the Parties may choose to work together to host festivals or other events utilizing the Facilities. Unless otherwise agreed to by the Parties, each Party will be responsible for their own Facilities costs associated with such Joint Event including security, crowd control, set-up, clean-up, maintenance, repair and utilities.

**D. Special Event Permits Required.** CAIN CENTER must obtain a Special Event permit from the Cornelius Police Department for events such as festivals and outdoor events, open to the public, that encroach upon public rights of way, and are intended to generate excessive pedestrian activity in downtown Cornelius.

**E. Permit for sale or use of Alcohol on Park Property Required.** Cain will be required to obtain all legally required alcohol permits for the sale or use of alcohol on Park Property.

**V. Hours of Operation**

	Park	Art Center/Plaza
Monday-Friday	Sunrise -Sunset	
Saturday and Sunday	Sunrise - Sunset	

**VI. Limitations**

- A. No solicitation of fees may be assessed to either Party other than those approved in advance by both Parties.
- B. Failure to comply with the provisions of this agreement result in its termination.

VII. Term

- A. This agreement shall be in effect July 1, 2021 through June 30, 2022 and will renew automatically each year unless otherwise terminated by either Party. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice. Unless agreed otherwise, any event or activity previously scheduled by either party prior to such notice to terminate may be held as previously scheduled.
- B. This agreement may be amended by mutual consent of both Parties through written notification.

IN WITNESS WHEREOF, as of the date set forth above, the Parties hereto adopt this Memorandum of Understanding.

TOWN OF CORNELIUS

By: \_\_\_\_\_  
Town Manager

CORNELIUS ARTS/COMMUNITY CENTER, INC.

By: \_\_\_\_\_  
Executive Director