

Memorandum of Understanding Between the  
**Auditorium Commission and Foundation of Arts for Northeast Arkansas, Inc.**

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Whereas, the City of Jonesboro, hereinafter referred to as City, is the owner of the Municipal Auditorium, hereinafter referred to as the Forum; and

Whereas, the Auditorium Commission, hereinafter referred to as the Commission, has the authority to encourage, organize, schedule, sponsor, and promote cultural and performing arts events and activities at the Forum; and

Whereas, the Commission wishes to take advantage of the qualified personnel employed by the FOA and the advice and assistance of the FOA in the identification, scheduling, and offering of programs, performances, and other events and activities at the Forum; and

Whereas, this agreement will help to avoid duplication of expenditures of funds and efforts in the furtherance of the operation and the utilization of the Forum;

Now, therefore, in consideration of the terms and conditions set forth herein the Commission and the FOA do mutually agree as follows:

**FOA agrees:**

1. To employ the necessary staff who shall possess the qualifications and experience for the performance of the duties and responsibilities identified herein. Said staff shall not be employees of the Commission or the City;
2. To schedule such performances, presentations, events, and other activities or groups desiring to use the Forum;
3. To supervise operations, minor maintenance, and management of the Forum within prescribed Commission channels and procedures;
4. To enforce and carry out the operating policies, fee schedules, and other contracts or agreements, ordinances, policies, procedures, or directives applicable to the Forum and its use, management, operation, and maintenance. Forum rental agreements, operating policies, and fee schedules will be set in a fair and equitable manner to encourage maximum use of the Forum by the entire community. Said items will be adopted by the FOA and approved by the Commission.
5. To co-ordinate Forum event and activity planning and scheduling with Commission and other local organizations concerned with the performing arts;

6. To assist in promotion of the use of the Forum;
7. To assist in preparation of applications, proposals, and similar documents seeking financial or other assistance from government or non-governmental sources;
8. To comply with city ordinances, resolutions, and procedures in the performance of this agreement;
9. To prepare a quarterly report and provide a management summary, financial statements, and such other information as may be requested by the Commission or the City in relation to the Forum and its use, attendance, operation, and management;
10. To assist in preparation of the Commission's budget for the Forum;
11. To co-operate with the Commission in any matters pertaining to the Forum or the overall performing arts program within the state and local area;
12. To report to and receive direction from the Commission regarding any physical plant or maintenance items;
13. To comply with all applicable federal and state laws;
14. To maintain adequate records of all activities at the Forum and all expenses incurred by the FOA in its operation of the Forum. These records shall be available for Commission or City examination, audit, and copying at all reasonable times and places;
15. To promptly report to the Commission any furniture, fixtures, or grounds which are damaged, in disrepair, in need of maintenance, unsafe, or potentially hazardous;
16. To provide custodial personnel and services for the Forum facility as required to meet good housekeeping standards. To supply all necessary custodial supplies and equipment as needed for housekeeping purposes;
17. To be responsible for reporting minor maintenance needs of the Forum, to the City's Facilities Director.;
18. To hold harmless and indemnify the Commission and City from any and all liability, causes of action, damages, judgments, costs, charges, or expenses arising through the misfeasance and/or malfeasance of the FOA or their staff in performing duties and responsibilities under the terms of this agreement.

**Commission agrees:**

1. To be responsible for making recommendations to the City for major maintenance and repairs to the building, mechanical equipment, roof, and exterior walls;
2. To act on all requests and approve all agreements, policies, and schedules provided by the FOA in a timely manner.

**Both parties agree:**

1. That this agreement may be changed or amended from time to time upon the mutual consent of the parties hereto. Any such changes, alterations, or modifications shall be incorporated into written amendments to this agreement;
2. That this agreement may be terminated by either of the parties hereto by providing thirty (30) days prior written notice to the other for cause or breach of the agreement. Further the agreement may be terminated by either of the parties hereto without cause by providing six (6) months written notice to the other party.
3. That this agreement shall commence on \_\_\_\_\_ and shall remain in effect until \_\_\_\_\_.

Date \_\_\_\_\_  
\_\_\_\_\_ on behalf of the Auditorium  
Commission  
\_\_\_\_\_  
Jonesboro, AR 72401

Date \_\_\_\_\_  
\_\_\_\_\_ on behalf of the Foundation of  
Arts for Northeast Arkansas, Inc.  
\_\_\_\_\_  
Jonesboro, AR 72401