

AGREEMENT

THIS AGREEMENT, entered into as of May 19, 1986, by and between the Forum Commission, hereinafter called Commission and the Foundation of Arts for Northeast Arkansas, Inc., hereinafter called Foundation.

WITNESSETH:

WHEREAS, the City of Jonesboro, Arkansas, hereinafter referred to as City, is the owner of a Municipal Auditorium, hereinafter referred to as Forum, and

WHEREAS, the Commission has authority to manage, operate, and keep in good state of repair the Forum pursuant to Jonesboro Ordinance 1639, and

WHEREAS the Commission has the authority of encouraging, organizing, scheduling, sponsoring, and promoting 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 Foundation and the advice and assistance of the Foundation 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 Foundation do mutually agree as follows:

I. Foundation Services and Obligations to the Commission shall be as follows:

A.

1. Employing the necessary staff who shall possess the qualifications and experience for the performance of the duties and responsibilities identified herein. Said Foundation Staff shall not be considered to be employees of the Commission or the

City;

2. Scheduling such performances, presentations, events, activities, and the like as desire the use of the Forum;
3. Supervising operations, minor maintenance and management of the Forum within prescribed Commission channels and procedures;
4. Enforcing and carrying out, as required, the provisions, requirements, and obligations of Forum rental agreements, 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 and adopted accordingly by the Foundation and approved by the Commission.
5. Co-ordinating Forum event and activity planning and scheduling with Commission and other local organizations concerned with the performing arts;
6. Assisting in promotion of the use of the Forum;
7. Assisting in preparation of applications, proposals, and similar documents seeking financial or other assistance from government or non-governmental sources;
8. Complying with City ordinances, resolutions, and procedures in the performance of this Agreement;
9. Preparing such monthly, quarterly, or other reports and providing such other

- information as may be requested by the Commission in relation to the Forum and its use, attendance, operation, and management;
10. Assisting in the preparation of the Commission's budget for the Forum;
 11. Co-operating with Commission in any matters pertaining to the Forum or the the overall Performing Arts Program within the state and local area;
 12. Reporting to and receiving direction from the Commission regarding any physical plant or maintenance items;
 13. Complying with applicable federal and state statutes and the Constitution of the United States and the State of Arkansas;
 14. Maintaining adequate records of all activities at the Forum and all expenses incurred by the Foundation 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. Promptly reporting to the proper Commission any furniture, fixtures, or grounds which are damaged, in disrepair, in need of maintenance, unsafe, or potentially hazardous;
 16. Providing custodial personnel and services for the Forum facility as required to meet good housekeeping standards. Necessary custodial supplies and equipment shall be supplied by the Foundation.

II. Commission's Services and Obligations

- A. Payments by the Commission to the Foundation.
 1. For the twelve-month duration of this

Agreement, the Commission shall pay to the Foundation the sums of which shall be received from the City of revenues from the operation of the Forum as received or accrued. The Commission shall not be obligated to pay for any funds not received from the City nor shall the Foundation incur or cause to be liable the Commission from any operation of the Forum or any activity therein.

- B. The Commission shall be responsible for major maintenance and repairs to the building, mechanical equipment, roof, and exterior walls. The Foundation shall be responsible for all daily operations and minor maintenance of the Forum. All maintenance expenditures in excess of \$300.00 shall be let by bid and such bid shall be awarded to the lowest responsible bidder. Any expenses incurred by the Foundation in such operation and maintenance of the Forum shall be paid by the Foundation. The Foundation shall present a monthly report of the expenses and income of the Forum to the Commission.

III. Hold Harmless and Indemnification

Foundation shall hold harmless and indemnify Commission from any and all liability, causes of action, damages, judgments, costs, charges, or expenses arising through the misfeasance and/or malfeasance of Foundation and/or staff and the Foundation shall hold harmless and indemnify Commission from any liability, causes of action, damages, judgments, costs, charges, or expenses arising from such misfeasance and/or malfeasance of Foundation and/or staff in performing duties and responsibilities under the terms of this contract.

IV. Amendments

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.

V. Termination

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 hereof and six (6) months written notice to the other without cause.

VI. Duration

This Agreement shall commence and be effective as of May 19, 1986 and shall expire on _____, 1987.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals by their respective duly authorized officers as of the day and year first written.

THE FORUM COMMISSION

THE FOUNDATION OF ARTS FOR
NORTHEAST ARKANSAS, INC.

