

DRAFT - Memorandum of Agreement

This Memorandum of Agreement is made on _____ 2018 by and between A House Unbuilt, 2233 S Throop St, Studio 412, Chicago, Illinois, 60608, hereinafter "AHU" and the Mississippi River Parkway Commission, 701 E. Washington Ave., Suite 202, Madison, Wisconsin, 53703, hereinafter "MRPC".

The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

TERM. The term of this Agreement shall be ___ years unless terminated sooner in accordance with the terms of this Agreement (the "Term").

GOALS AND OBJECTIVES. A House Unbuilt and the Mississippi River Parkway Commission are partnering in efforts to strengthen the breadth and diversity of storytelling and mapping along the Great River Road and the Mississippi River Trail. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

- Work together to utilize the most up to date transportation information in developing new routes for Relay of Voices.
- Collaborate on a system for evaluating existing roads and trails that can feed back into all DOTs in the ten states along the River.
- Develop a clear and effective marketing strategy that utilizes social media, blogs, interpretive centers, and traditional PR to leverage the activities of Relay of Voices: The Great River Run bringing attention to the communities along the Great River Road.

OBLIGATIONS OF THE PARTIES.

A House Unbuilt shall perform the following obligations:

- AHU will coordinate with MRPC to develop a collector app preloaded with the attributes their analysis might focus on, based upon the three user assessments provided by DOT
- AHU will provide user feedback using the collector app on conditions of selected GRR/MRT routes or alternate routes taken, how they provide visual and physical access to the river, way showing, mapping, etc. so the ten states can continue to work together to improve, maintain and market the byway based on this feedback
- AHU will create a hashtag string featuring #greatriverroad and featuring location/local identities for use in all social media posts
- AHU will create a filterable blog with keywords
- AHU will feature the GRR logo on vehicle signage
- AHU will feature the GRR logo on uniform shirts one day each week (pending financial support)
- AHU will leverage its media plan organized by Deveney Communications of New Orleans to work with and feature assets of the MRPC and its marketing plan through Pilch & Barnet, including use of partnership language, logo, and key pitch opportunities.

Mississippi River Parkway Commission shall perform the following obligations:

- MRPC will review AHU routes mapped for Relay of Voices: The Great River Run expedition, providing feedback to routes before end of 2018.
- MRPC will request available GRR shoulder condition, ADT and other data used to calculate bicycle and pedestrian suitability design guidance from each of the 10 DOTs. Unfortunately, we can't commit to providing the data. This is part of why mapping is a primary strategy in our CMP plan.
- MRPC will provide the ten states' design guidance for bicycle and pedestrian design where they exist.
- MRPC will provide financial assistance and in-kind support
- MRPC will promote Relay of Voices: The Great River Run on GRR landing page
- MRPC will encourage state-run GRR websites to feature Relay of Voices
- MRPC will provide talking points for Relay Team to use along expedition
- MRPC will create and share a content plan as it relates to the event.

RELATION OF THE PARTIES. The nature of the relationship between AHU and MRPC is that of partners in a partnership.

CONSIDERATION. This Agreement is being made in consideration of the following: Mississippi River Parkway Commission agrees to pay A House Unbuilt \$5,000 for completing all obligations under this agreement. Half of the payment will take place in early 2019 and the other half of the payment at the completion.

REPRESENTATIONS AND WARRANTIES. Each party to this Agreement represents and warrants to the other party that he/she/it:—

- (a) Has full power, authority and legal right to execute and perform this Agreement;
- (b) Has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) This Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) Shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

TERMINATION. Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations of provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed during the course of work under this Contract will remain the exclusive property of the party who created the work or idea. Upon request, the other party to this contract will execute all documents necessary to confirm or perfect the exclusive ownership of the party who created the work or idea to the Work Product.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

MEDIATION AND ARBITRATION. If there are any significant disputes between the parties, then they agree to sit down to discuss and try to resolve such problems. If the mediation does not resolve the issues, the next step would be arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association but do not require the use of "AAA" services. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligation under this Agreement.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Louisiana.

SIGNATORIES. This Agreement shall be signed on behalf of A House Unbuilt by Victoria Bradford, Executive and Artistic Director and on behalf of the Mississippi River Parkway Commission by _____ and effective as of the date first written above.

A House Unbuilt:

By: Victoria Bradford, its Executive & Artistic Director

Mississippi River Parkway Commission:

By:

