

Memorandum of Agreement

This Memorandum of Agreement is made by and between **A House Unbuilt**, located at 2233 S. Throop Street, Studio 412, Chicago, Illinois, 60608, hereinafter “**AHU**,” and the **Mississippi River Parkway Commission**, hereinafter “**MRPC**,” located at 701 E. Washington Avenue, Suite 202, Madison, Wisconsin, 53703, hereinafter “**MRPC**”. In consideration of the mutual covenants and agreements hereinafter set forth, the parties identified above agree upon the following terms and conditions regarding the Event, Relay of Voices: The Great River Run scheduled July 8- November 8, 2019:

I. OBLIGATIONS OF THE PARTIES

AHU shall perform the following obligations:

- Include mention of all 10 states along the Great River Road
- Create a hashtag string featuring #greatriverroad and featuring location/local identities for use in all social media posts
- Create a filterable blog with keywords
- Feature GRR logo on vehicle signage
- Feature GRR logo on uniform shirts on a weekly basis
- Omit GRR or MRPC in any communication pertaining to running the Great River Road as it relates to the event (Relay No. 1)
- Leverage its PR and media plan organized by Deveney Communications of New Orleans to work with and feature assets of the 10-state Great River Road/ MRPC and its marketing plan through Pilch & Barnet, including use of partnership language, logo, and key pitch opportunities

MRPC shall perform the following obligations:

- Promote Relay of Voices: The Great River Run on GRR landing page and encourage state-run GRR websites to feature the Event
- Provide talking points for Relay Team to use along expedition
- Create and share a content plan as it relates to the Event

II. CONSIDERATION. As full and final consideration for the above listed services, MRPC agrees to pay AHU in the amount of **\$5,000** total. MRPC will tender to AHU the first half of the payment on or before April 1, 2019 and the other half of the payment at the completion of the event and no later than December 31, 2019.

III. RELEASE OF LIABILITY AND INDEMNIFICATION. Both parties hereby waive, release, and forever discharge any and all claims for damages for personal injury, death or damages which may occur as a result of participation with the Event and/or the work performed under this Agreement, with the express exception that either party's negligence and/or willful or wanton conduct will result in that party's liability and obligation for any and all costs associated with the negligence or willful or wanton conduct. Specifically, the parties understand and agree that MRPC is not liable or responsible for any injuries, damages or claims arising from and/or occurring as a result of participation in the Event. Both parties agree, to the fullest extent permitted by law, to indemnify, hold harmless, protect and defend MRPC from and against any and all claims, damages, losses, demands, lawsuits and expenses, including attorney's fees, arising out of or resulting from

the negligence or misconduct in connection with the Event and/or the work performed under this Agreement.

IV. NOTICE. Any notice 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.

V. 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.

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

VII. 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 can only be amended in writing and must be executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, effective as of the day and year first above written.

A House Unbuilt

Mississippi River Parkway Commission

By: Victoria Bradford, Executive Director

By: Terri McCullough, Pilot