

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter referred to as “Memorandum”) is by and between the following two (2) separate organizations (hereafter referred to collectively as “Partner” or “Partners”):

- a. South Cobb Arts Alliance, Inc. (hereafter referred to as “SCAA”), with a principal place of business at 3899 Brownsville Road, Powder Springs, GA 30127 (with a mailing address of PO Box 1037, Austell, GA 30168), a non-profit 501 (3) (c) arts organization;

and,

- b. The City of Powder Springs (hereafter referred to as “The City”), with a principal place of business at 4426 Marietta Street, Powder Springs, GA 30127, a city government

for the sole purpose of establishing a working agreement for the SCAA 37<sup>th</sup> Christmas House Arts and Crafts Show (hereafter referred to as “Christmas House”) at the City’s George E. Ford Reception Hall (hereafter referred to as the “Ford Center”). The dates for this event are beginning November 30 to December 6, 2022 with event open to the general public December 1-5, 2022.

W I T N E S S E T H

## ARTICLE I –GENERAL PURPOSE

**Section 1.** The City shall provide the Ford Center for SCAA (its representatives and its artists) to showcase, display, and sell SCAA member artist and other artworks for the Christmas House event show and sale.

**Section 2.** SCAA shall provide local SCAA artists and crafters as well as other artists and other applicable purveyors for the Christmas House event at the Ford Center to support community appreciation of local artists, their wares and promote SCAA arts programming, as applicable.

**Section 3.** Partners shall work to support this specific event as well as promote combined holiday programming events in the City.

## ARTICLE II – PARTNER RESPONSIBILITIES

### Section 1. Ford Center

The City shall maintain any City owned apparatus or equipment, its walls, corridors, the structural and security integrity of the inside and outside of the Ford Center with the understanding every effort will be made to ensure that the artworks/retail products entrusted to the space during the event will be safe and secure as possible. SCAA shall indemnify and hold harmless the City, its Mayor, City Council Officials, employees and agents, from and against all claims, damages, losses, liabilities, and expenses resulting from use of the City property.

Unless otherwise agreed upon by all parties, for planning purposes, the City shall notify SCAA of any changes in business operation hours, or any other circumstances, which will affect the SCAA event. Operational schedules shall be determined by both Partners.

The City will determine and advise SCAA representatives as to opening and closing procedures to secure the building as well as any other conditions for use of the space, including use of the audio-visual system.

## **Section 2. South Cobb Arts Alliance**

City's name, logo and/or link or location shall be posted on the SCAA social media sites and in related social marketing or event listing promotions regarding the event. Both SCAA and the City may publicize the event and display SCAA pamphlets at the Ford Center, or at other locations prior to the event.

SCAA will act as the artist's agent including an agreement between SCAA and the artist(s) and an inventory of the artwork(s) and items to be located at the Ford Center. The SCAA agreement with the artist will include the artist's acknowledgement that neither parties are liable for damages or theft, and that the artist will be solely responsible for insuring the artwork against damages or theft.

SCAA will provide to the designated City personnel a listing of opening/closing dates and times for the event including intake/pick up, any additional activities within the event as well as SCAA contact information of primary Christmas House event volunteers.

SCAA reserves the right to arrange the set-up of the event and to include blended experiences for the event with options of sales of a limited menu of desserts to holiday entertainment. SCAA will review these options and work in collaboration with the City to include further expansions with, if applicable, local schools or student performances.

## **ARTICLE III – MARKETING AND PUBLICIZED MATERIALS, INCLUDING STORAGE**

**Section 1.** Partners shall jointly discuss outside program signage to be approved by all parties, and shall include both SCAA and City logos as well as electronic signage, if available in order to direct customers to the location.

**Section 2.** Any collateral publications, text, photos, and information posted about or at the location should be agreed upon. Press releases and any other public relations or marketing should be jointly accomplished upon agreement by all Partners.

**Section 3.** Photos of the venue and sample works of arts or crafts may be taken for public postings for the marketing and archival purposes by SCAA and the City unless otherwise noted by the artist(s).

**Section 4.** Both parties shall be granted limited rights to use the logo or service marks of each other's applicable entities to promote the Event in current or future documents, website or social media, service presentations or grants. If there are any changes to logos, service marks, web addresses and marketing and/or collateral materials, each party, in a timely manner, shall inform the other of such changes.

## **ARTICLE IV – INVESTMENT/REVENUE**

SCAA will retain a juried entry fee and transaction commission on items sold at the Christmas House, Silent Auction or Raffle, or other items. The City will not receive any revenue from the sales of any item sold.

## ARTICLE VI – CONTACTS

For the purposes of this Memorandum of Understanding, the contacts are listed below.

### Section 1. For The City

Tiffany Peters, Recreation Program Coordinator, Parks, Recreation & Cultural Affairs;  
770-943-1666; [tpeters@cityofpowdersprings.org](mailto:tpeters@cityofpowdersprings.org)

### Section 2. For SCAA

SCAA President, Sandra Miller, [AdmArtSCAA@outlook.com](mailto:AdmArtSCAA@outlook.com), 864-571-0597.

## ARTICLE VII – ADDITIONAL PARTNERS

This Memorandum is made with no contemplation of adding additional Partners beyond the two organizations listed in the memo's preamble.


## ARTICLE VIII. AGREEMENT TERM

The term of this Memorandum shall be for one (1) year(s) limited to the Christmas House beginning November 30 and ending December 6, 2022. Either SCAA or The City may terminate this Memorandum at any time without cause upon sixty (60) days written notice to the other party which will allow SCAA and its artists to remove any and all artwork and fixtures from the City location(s) as well as cancel scheduled programming.

This Memorandum may be amended only with the written consent of all parties. It is understood that all other terms and conditions and any subsequent renewals, amendments and modifications thereto shall remain in full force and effect during the renewal term.

If the terms of this Memorandum are acceptable, please indicate your acceptance by signing the two (2) originals of this Understanding in the space provided below with one of each of the originals for Partner use and disposition.

ACCEPTED BY:

  
\_\_\_\_\_  
Al Thurman, Mayor, City of Powder Springs

  
\_\_\_\_\_  
Sandra Miller  
Representative for South Cobb Arts Alliance (SCAA)

Approved as to form:  
Gregory, Doyle, Calhoun & Rogers, LLC, City Attorneys

By: 