

Memorandum of Understanding



Between the City of Buchanan and the Buchanan Fine Arts Council

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Buchanan, a municipal corporation located in Berrien County, Michigan (“City”), and the Buchanan Fine Arts Council, a Michigan nonprofit organization (“Fine Arts Council”).

1. Purpose

The purpose of this MOU is to outline the terms and conditions under which the Fine Arts Council may continue to utilize certain City-owned property in furtherance of its mission of cultural development within the City of Buchanan.

2. Property

The City is the owner of real property located at the southwest corner of Roe Street and Days Avenue, Buchanan, Michigan (“Property”). Nothing in this MOU shall be construed as a conveyance of ownership or a dedication of the Property to a specific permanent use.

3. Term

This MOU shall commence on February 1, 2026, and shall remain in effect for a period of thirty-six (36) months, expiring on January 31, 2029, unless terminated earlier in accordance with this MOU.

4. Use of Property

The City grants the Fine Arts Council permission to utilize the Property for arts, cultural, and related community purposes consistent with its mission.

- The Fine Arts Council may use up to sixty percent (60%) of the second floor of the facility for storage.
- All other use of the Property shall be consistent with applicable laws, ordinances, and City policies.

5. Maintenance and Cleaning

The Fine Arts Council shall be responsible for routine cleaning and general maintenance of the facility during the term of this MOU. The City shall retain responsibility for major structural components unless otherwise agreed to in writing.

6. Improvements and Alterations

Any repairs, alterations, improvements, or modifications to the Property, whether permanent or temporary, must receive prior written approval from the City before any work is undertaken. All approved improvements shall become the property of the City unless otherwise agreed in writing.

7. City Rights

The City retains the right to terminate this MOU if:

- The Fine Arts Council ceases to utilize the Property for the purposes described herein; or
- The City determines that the Property is required for a municipal purpose related to downtown revitalization or other public need.

In the event of termination for City need, the City shall reimburse the Fine Arts Council for documented, City-approved expenditures made to the Property during the term of this MOU.

8. Termination

This MOU may be terminated under the following conditions:

a. Termination for Convenience:

Either the City or the Fine Arts Council may terminate this MOU for any reason by providing one hundred twenty (120) days' written notice to the other party.

b. Termination by the City for Cause or Need:

The City retains the right to terminate this MOU if:

- The Fine Arts Council ceases to utilize the Property for the purposes described herein; or
- The City determines that the Property is required for a municipal purpose, including but not limited to downtown revitalization or other public needs.

In the event of termination by the City due to municipal need, the City shall reimburse the Fine Arts Council for documented, City-approved expenditures made to the Property during the term of this MOU.

9. Extension

The Fine Arts Council shall have the first right of consideration for an extension of this MOU upon its expiration, subject to City Commission approval and mutually agreed-upon terms.

10. No Lease or Tenancy

This MOU does not create a lease, tenancy, or property interest of any kind. The Fine Arts Council's use of the Property is permissive and revocable in accordance with this MOU.

11. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Michigan.

12. Entire Agreement

This MOU constitutes the entire agreement between the parties regarding the subject matter herein and may be amended only by written agreement approved by both parties.

CITY OF BUCHANAN

Signature: _____

Printed Name _____

Title: _____

Date: _____

BUCHANAN FINE ARTS COUNCIL

Signature: _____

Printed Name _____

Title: _____

Date: _____

