

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2022, by and between ***CITY OF JACKSON, MISSOURI, a Municipal Corporation***, hereinafter referred to as “**City**,” and ***JACKSON ELKS LODGE NO. 2652 B.P.O.E., a Missouri Nonprofit Corporation***, hereinafter referred to as the “**ELKS**,” **WITNESSETH:**

WHEREAS, the City operates a City Park in which a number of special events are held throughout the year; and

WHEREAS, the Elks own property directly across the street from the City Park; and

WHEREAS, the Elks property includes a surface parking lot that is identified on the overhead site photo attached hereto and made a part hereof as Exhibit A (The “Property”).

WHEREAS, the City desires to obtain permission from the Elks to use the Property for overflow parking caused by attendance at special events in the City Park.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledge, it is mutually covenanted and agreed as follows:

1. The Elks hereby grants to the City the right to use the Property on a non-exclusive basis for the purpose of overflow parking caused by special events in the City Park.

2. In return for the Elks grant of use of the Property, the City agrees to indemnify, defend and hold harmless the Elks, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys’ fees, court costs, or alternative dispute resolution costs arising out of, or related to the City’s use of the Property as overflow parking for special events held in the City

Park involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of the City, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the City or anyone for whose acts the City may be liable. However, bodily injuries, personal injuries (including death), or injuries or damage to property that are caused by any existing dangerous conditions of the Property shall not be covered by this indemnification and is instead covered by insurance for the Elks.

3. Either party may terminate this agreement upon written notice to the other.

4. The parties agree and acknowledge that the Property will be utilized by the general public. During special events in the City Park, the Jackson Police Department will periodically patrol the Property for parking violations consisting of such items as blocking traffic improper parking and other positioning and parking ordinances as may be applicable. The Elks hereby grants the City the right to police the Property utilizing the ordinances of the City.

5. The Elks may, at any time it so desires, place reserve signs reserving various parking spaces on the Property for events at its lodge. Both parties acknowledge that the Elks may from time to time have events at its lodge for which it may need to reserve specific spaces, or if necessary, the entire Property.

6. No provision of this agreement shall require the City to repair, snowplow or otherwise maintain the Property or the concrete driveway.

7. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

8. All exhibits attached to the Contract are incorporated herein as if fully set forth.

9. This Memorandum of Understanding contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

10. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

11. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

12. Words of any gender used in this Memorandum of Understanding shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

13. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such

invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

CITY:

CITY OF JACKSON, MISSOURI

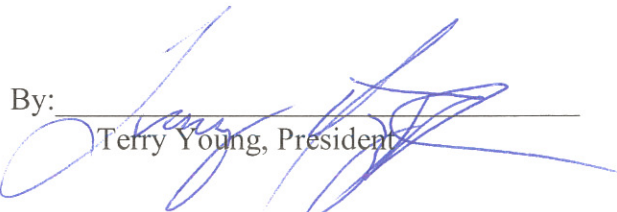
By: _____
Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

JACKSON ELKS LODGE NO. 2652 B.P.O.E.

By: _____
Terry Young, President



Google Maps Jackson Elks Lodge



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