

# MEMORANDUM OF UNDERSTANDING

## PARTIES

- This Memorandum of Understanding (hereinafter referred to as the “**Agreement**”) is entered into on February 27, 2024 (the “**Effective Date**”), by and between KultureCity, with an address of 732 Montgomery Highway, PMB 392 | Vestavia Hills, AL 35216 (hereinafter referred to as “**KultureCity**”), and the City of Madison, AL with an address of 100 Hughes Road, Madison, AL 35758 (hereinafter referred to as “**Organization**”) (collectively referred to as the “**Parties**”).

## PURPOSE

- This Agreement is entered into for the following reasons:
  1. The mission of KultureCity sensory inclusive movement is to create sensory inclusive spaces that provide universal accessibility for any person with sensory issues, to include individuals with autism, post-traumatic stress disorder, Parkinson’s, obsessive compulsive disorder, attention deficit hyperactivity disorder and others. KultureCity® creates a sensory inclusive organization which, unlike sensory friendly events, does not limit a user’s accessibility to a certain time or location.
  2. Partnership is valid for 3 years with the option to renew again after 3 years

## RESPONSIBILITIES OF THE PARTIES

1. KultureCity to provide:
  - a. Online training, testing and certification staff
  - b. Yearly online recertification training
  - c. Access to administration portal
  - d. Ship sensory bags upon 50% trained and payment received
  - e. KultureCity® mobile app and website integration
  - f. Assistance with website content for launch and "social story"
  - g. Organization will be designated as Sensory Inclusive™ upon proof of 50% staff training completion and completion of approved social story
2. Organization will:
  - a. Train 50% of staff every other year
  - b. send social story pictures to build onto the KultureCity app

## COST

- All cost in USD
- \$1000 / year for training – covered by KultureCity
- sensory bags \$30/bag + \$3/bag packing fee - covered by Cade Noah Act

**INTELLECTUAL PROPERTY**

KultureCity® is the sole owner of registered trademarks and copyrighted training materials which remain the sole property of KultureCity®. During the term of this Agreement, Recipient agrees to use such intellectual property only as approved by KultureCity® and agrees to remove or return all KultureCity® branded advertising or training items immediately upon termination of the Agreement. Recipient may not use any KultureCity® signage, branding, training materials, sensory bags or KultureCity® intellectual property following termination, for any reason, of this agreement. Should Recipient fail to promptly remove or return all items, Provider shall be entitled to injunctive relief.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

**SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

Name: **Paul Finley, Mayor**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: February \_\_\_\_\_, 2024

Date: \_\_\_\_\_

Total # of officers: \_\_\_\_\_

Total # of vehicles: \_\_\_\_\_