

AGREEMENT

THIS AGREEMENT, made and entered on the ____ day of _____, 2012, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter “LFUCG”), with offices at 200 East Main Street, Lexington, Kentucky 40507, and Friends for Skateparks, Lexington KY, INC., a Kentucky non-profit Corporation, (hereinafter “Friends”), with a principal address of P.O. Box 363, Lexington, KY 40588-0363.

W I T N E S S E T H

WHEREAS, the Friends have been organized with several purposes, including the establishment of creating public skateparks in the city of Lexington, Kentucky, to be established within existing Parks & Recreation facilities, on land purchased or leased in the future by LFUCG; and

WHEREAS, in order to fulfill the purpose of the promotion of establishing public skateparks in Lexington-Fayette County, the Friends will engage in various fundraising activities to raise funds for the promotion of this purpose; and

WHEREAS, in order to facilitate the aforementioned purposes, the Friends are desirous of establishing a website to educate the public on skateparks and to accept donations toward the establishment of public skateparks in Lexington-Fayette County; and

WHEREAS, it is in the interest of LFUCG to promote public skateparks to the extent financially feasible and within the recreational purposes of LFUCG; and

WHEREAS, LFUCG has expertise to assist Friends in establishing a website for the education of the public and for the acceptance of donations toward the purpose of establishing and maintaining public skateparks in the city of Lexington; and

WHEREAS, LFUCG has determined that the establishment of public skateparks is a public purpose and is in the best interest of the community.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the LFUCG and the Friends agree as follows:

1. The Preamble in this Agreement is incorporated by reference as if set forth at length herein.

2. The LFUCG will provide information technology assistance in establishing a website for the Friends for the purpose of educating the public and accepting donations toward the purpose of establishing and/or maintaining public skateparks. This agreement is for assistance in establishing the website only, and does not include maintenance, “troubleshooting,” or any other services during the life of the website.

3. LFUCG agrees to establish the website within _____ days of the execution of this Agreement.

4. LFUCG agrees to place a link to the aforementioned website on the Parks and Recreation portion of the LFUCG website.

5. By acceptance of the services outlined in the preceding paragraph, the Friends agree to do the following:

a. Donate no less than 90% of funds raised to the LFUCG, or use no less than 90% of funds raised to directly purchase goods/services/equipment to be donated to LFUCG, for the purpose of establishing and/or maintaining public skateparks on LFUCG recreational facilities; and

b. Remit, from its own funds, to the website host any fees for establishment or yearly maintenance of the website.

c. Upon request from LFUCG, provide an accounting of its revenues and expenses to LFUCG.

d. Hold regular meetings with Parks and Recreation to discuss progress and priority of projects and activities.

e. At the appropriate time, execute an MOU with LFUCG to address operational issues related to projects and activities to take place on LFUCG property.

6. In the event of default on this Agreement by either party, all legal remedies available in the Commonwealth of Kentucky shall apply.

7. The laws of the Commonwealth of Kentucky shall govern this Agreement.

8. Any modification to this Agreement must be in writing and signed by both parties.

9. Friends agrees to defend, indemnify and hold harmless LFUCG from any and all losses or claims of whatever kind that are in any way incidental to or connected with or that arise or are alleged to have arisen, directly or indirectly, in whole or in part from the performance of the terms of this Agreement. This indemnification shall in no way be limited to any financial responsibility, insurance or loss control requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

FRIENDS FOR SKATEPARKS,
LEXINGTON, KY., INC.

By: _____
Jim Gray, Mayor

By: _____
Its: