

Memorandum of Agreement

WHEREAS, the Lexington-Fayette Urban County Government and Masterson Equestrian Trust Foundation wish to facilitate the maintenance and provision of public equestrian courses at Masterson Station Park in Lexington, Kentucky; and

WHEREAS, the Lexington-Fayette Urban County Government and Masterson Equestrian Trust Foundation wishes that all instruction in equestrian jumping at Masterson Station Park be provided in a sound, professional, and safe manner;

THEREFORE, the parties hereby enter this Memorandum of Agreement, made and entered into this 2 day of August, 2017, by and between the Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"), and the Masterson Equestrian Trust Foundation, Inc., a non-profit Kentucky Corporation, 2965 Spurr Road, Lexington, Kentucky 40511 ("MET"), which witnesseth as follows:

1. **PUBLIC EQUESTRIAN COURSES.** In consideration of the following promises and covenants, LFUCG shall allow public use of such portions of Masterson Station Park as it may designate for horseback riding and equestrian events. LFUCG may alter which portions of Masterson Station Park it offers for horseback riding and equestrian events, or may cease offering any portion of the Park for such activities, at any time, for any reason, without limitation or restriction, in its sole discretion. LFUCG retains absolute discretion to decide the number and location of all equestrian jumps it permits in the Park, and may move or remove such jumps at any time. Should LFUCG cease to offer use of the Park for equestrian activities, this Memorandum of Agreement shall immediately terminate, and all duties hereunder shall be immediately discharged, excluding any duties MET may have acquired under Section (5) of this Memorandum of Agreement.
2. **TERM.** This Memorandum of Agreement shall remain in effect and be binding upon the parties for a term of ten (10) years from the date on which it has taken effect, unless otherwise terminated as allowed hereunder. MET may terminate this Memorandum of Agreement early by providing LFUCG with sixty (60) days' notice of intent to terminate, which termination shall take effect on the 60th day without further action.
3. **MAINTENANCE & REPAIRS.** MET shall assist LFUCG in providing regular maintenance and upkeep to the grounds of the Equestrian Jumping Course and Equestrian Galloping Course located at Masterson Station Park in Lexington, Kentucky. Such assistance shall include, at the direction of LFUCG, the following:
 - a. Mowing and weed-eating;
 - b. Removing litter and debris, natural and otherwise;
 - c. Leveling and filling of holes, ditches, ruts, and mounds; andMET shall be solely responsible for providing all regular maintenance and repairs necessary to maintain all equestrian jumps and fences in reasonably safe and navigable condition, as defined by industry standards, for use by the general public year-round, to the satisfaction of LFUCG. Should any equestrian jump or fence deteriorate to such an extent that it may no longer be used for its intended purposes in a reasonably safe manner, MET may choose to remove the jump or fence instead of repairing it as otherwise required hereunder. Should MET remove any jump or fence,

it shall have no right to replace the jump or fence so removed unless given written authorization to do so by LFUCG.

4. **INSPECTION & REPORT.** MET shall inspect the full Jumping Course at least once every six (6) months, and shall prepare a status report describing all defects discovered on the Jumping Course, which shall be submitted to LFUCG no later than fourteen (14) days after the date on which the inspection is completed. The status report shall include a statement addressing what steps MET has taken or shall take to redress the defects so discovered, and the date by which MET expects remedial action to be accomplished.
5. **INDEMNIFICATION.** MET shall indemnify, defend, and hold harmless LFUCG, its employees, agents, and appointed or elected officials, from all claims, liabilities, losses, damages, expenses, accidents, and occurrences (including attorney fees) arising from or in connection with the use of portable equine cross country jumps owned by MET at Masterson Station Park.
6. **INSTRUCTOR PERMITS.** MET shall provide all reasonable assistance LFUCG may request in implementing its requirement that Equine Instructors who wish to give lessons or instruction concerning horseback riding and equestrian events at Masterson Station Park (i) register with the LFUCG, Division of Parks and Recreation, and (ii) satisfy all requirements the Division of Parks and Recreation may impose on such permit-holders, including without limitation the maintenance of satisfactory liability insurance.
7. **INTERPRETATION.** Nothing herein shall be interpreted to grant MET, or any third party, any permanent right to Masterson Station Park, the Courses, or use thereof. The Park and the Courses are maintained and held open to the public at the sole discretion of LFUCG, and may be used and disposed of in any manner LFUCG may wish, in its sole discretion. Nothing herein shall be interpreted to create or constitute a partnership or joint venture between the parties. This Memorandum of Agreement represents the full and final understanding of the parties. There are no other promises or conditions relevant hereto in any other agreement, oral or written. This Memorandum of Agreement may only be modified by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

MASTERSON EQUESTRIAN TRUST
FOUNDATION, INC.

By: _____
Jim Gray, Mayor

By: C. Jill Stowe

Name & Title: C. Jill Stowe, Co-President MET

Date: _____

Date: 8/8/17