

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter "MOU") is made and entered into on this 16th day of March 2017 by and between **Lexington Fayette Urban County Government**, which has its principal office at 200 East Main Street, Lexington, Kentucky 40507, (hereinafter "LFUCG") and **Hope Center Recovery Program for Women, LLC**, which has its principal office at 1524 Versailles Road, Lexington, Kentucky 40504 (hereinafter "Hope Center"),

WITNESSETH:

WHEREAS, Council Member Henson directed 11th District fund balance to be used to purchase a piece of art known as, "Blue Cat", described more fully in Exhibit A, with the intent that the artwork remain on the Versailles Road corridor; and

WHEREAS, funds for the purchase of the artwork were transferred to LexArts, Inc. to purchase the artwork; and

WHEREAS, the artwork currently sits at the Hope Center property located at 1524 Versailles Road, Lexington, Kentucky 40504; and

WHEREAS, LFUCG and the Hope Center mutually desire to set forth each party's rights and responsibilities regarding the ownership and maintenance of "Blue Cat".

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Hope Center and LFUCG, acting through their duly authorized agents, hereby agree as follows:

1. **RECITALS.** The Recitals set forth above are hereby incorporated in and made part of this MOU by reference.
2. **TERM.** This MOU shall be effective from the date of its execution. The protection and general maintenance obligations expressed herein shall be considered indefinite for the time the work remains on the Hope Center property.
3. **OWNERSHIP.** The Blue Cat is solely owned by LFUCG. LFUCG intends that the work shall remain on display at 1524 Versailles Road, Lexington, Kentucky 40504 and the Hope Center agrees not to move, remove, transfer, or dispose of the work in any way. LFUCG reserves the right to move the artwork to another location at any time.
4. **DESTROY, ALTER OR MODIFY.** The Hope Center agrees not to purposefully destroy, alter, modify, or otherwise change the work in any way whatsoever.
5. **GENERAL MAINTENANCE AND PROTECTION.** The Hope Center shall be responsible, at its sole expense, for the proper protection and general maintenance of the work for the time that it remains on its property.

6. VENUE AND CHOICE OF LAW. Any legal action arising out or in connection with this agreement shall be brought in Fayette County, Kentucky. This contract shall be governed by the laws of the Commonwealth of Kentucky.
7. SEVERABILITY. If any clause, sentence, paragraph or part of the Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined to its operation of the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other aspects this Agreement shall continue in full force and effect.
8. INTERPRETATION. This Agreement having been negotiated in good faith between the parties shall not be construed against one party of the other. This agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other agreement, either oral or written.
9. NO THIRD PARTY BENEFICIARIES. This Agreement is meant to be an agreement between only the parties herein, and it shall not create rights, obligations or liabilities as to any third party.

IN WITNESS WHEREOF, The parties have caused this MOU to be signed and delivered by the duly authorized representatives the day and year first written above.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____


Jim Gray, Mayor

THE HOPE CENTER

By: _____

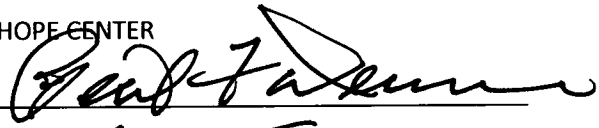

Executive
Director

EXHIBIT A

Artist Name: Jesse Rivera/Dan Dutton
Title of Artwork: Blue Cat
Medium: Welded and Painted Steel
Dimensions: 89"(H) x 108"(L) x 24"(w)
Year Created: 2015
Sale Price: \$6,000.00

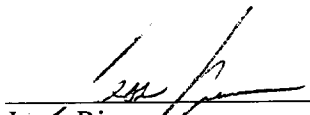
TRANSFER OF TITLE AGREEMENT

This Transfer of Title Agreement is made February, 2017, between Jesse Rivera/Dan Dutton of 1944 Campground Road, ~~Somerset~~, Kentucky 42503 ("Transferors"), and the Lexington-Fayette Urban County Government, an urban county government created pursuant to Chapter 67A of the Kentucky Revised Statutes, of 200 East Main Street, Lexington, Kentucky 40507 ("Transferee"). Transferors were the artists, and original owners, of a welded and painted steel sculpture entitled "Blue Cat," located at Hope Center Recovery Program for Women, LLC, 1524 Versailles Road, Lexington, Kentucky 40504, which was purchased by Transferee. The sculpture is more fully described as follows:


Artist Name: Jesse Rivera/Dan Dutton
Title of Artwork: Blue Cat
Medium: Welded and Painted Steel
Dimensions: 89" (H) x 108" (L) x 24" (W)
Year Created: 2015

The parties wish to memorialize the transaction and establish Lexington-Fayette Urban County Government as the sole owner of the artwork. Transferors acknowledge receipt of the purchase price of \$6,000.00 and declare all rights and interest in the described artwork has passed to Transferees. The parties have executed this agreement the day and year written above.

JESSE RIVERA/DAN DUTTON (Transferors)

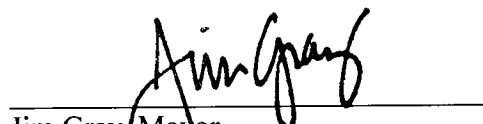


Jesse Rivera
Feb, 21, 2017
Date



Dan Dutton
Feb, 21, 2017
Date

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (Transferee)



Jim Gray, Mayor
16-March-2017
Date