



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025

File ID: TMP-5851

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use and Operation Agreement between the City of Huntsville and the Arts Council, Inc., d/b/a Arts Huntsville.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute a Facility Use and Operation Agreement, by and between the City of Huntsville, an Alabama municipal corporation, and The Arts Council, Inc. dba Arts Huntsville, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Facility Use and Operation Agreement Between the City of Huntsville and The Arts Council, Inc. dba Arts Huntsville," consisting of seventeen (17) pages including attachments, and the effective date of August 14, 2025, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

Mayor of the City of
Huntsville, Alabama

Facility Use and Operation Agreement
Between the City of Huntsville, Alabama,
and The Arts Council, Inc. dba Arts Huntsville

FACILITY USE AND OPERATION AGREEMENT

This Agreement is made and entered into on the _____ day of _____, 2025, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, hereinafter referred to as the “City,” and **The Arts Council, Inc. dba Arts Huntsville**, an Alabama non-profit corporation, hereinafter referred to as “The Arts Council.”

WITNESSETH:

WHEREAS, City is the owner of a certain premises known as the Sandra Moon Community Center (“The Moon”), consisting of a building (the “Building”) and related improvements located at 7901 Bailey Cove Road SE, Huntsville, Alabama, 35802; and

WHEREAS, the City has acquired and renovated The Moon to be used for the provision of services to the surrounding community; and

WHEREAS, The Arts Council has served as the City's local arts agency since its founding in 1962;

WHEREAS, The Arts Council has managed the City's Arts and Cultural Grant Program since its establishment in 2013;

WHEREAS, The Arts Council has managed the City’s Public Art Program since the development of Huntsville’s Public Art Master Plan in 2015; and

WHEREAS, The Arts Council has particular knowledge and ability to assist the City with development of the arts, entertainment and cultural sector, arts and cultural grants, public art, and arts facilities; and

WHEREAS, The Arts Council has the expertise and ability to solicit, receive and administer grant funding and sponsorships in support of arts promotion and arts facilities; and

WHEREAS, The Arts Council has a positive reputation within the Huntsville community which gives it the ability to increase public support and contributions to arts promotion and arts facilities; and

WHEREAS, the City and The Arts Council desire to work cooperatively toward the development of the arts, entertainment and cultural sector, arts and cultural grants, public art, and arts facilities;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 OCCUPATION AND OPERATION OF THE MOON.

- (a) The Arts Council shall manage occupancy of those portions of the Building outlined in green in Attachment "A" hereto in its capacity as manager for the City. Portions of the Building are currently undergoing construction and The Arts Council will not manage those portions of the Building until construction is complete, as determined by the City's Director of General Services. Any portions of the Building managed by The Arts Council, outlined in Attachment A or Attachment B, shall be referenced herein as "the Managed Facilities." For purposes of this Agreement, a portion of the Managed Facilities shall be "Long Term Areas." The Long Term Areas are: (i) highlighted in pink in Attachment "B" hereto; (ii) consist of approximately 2,459 aggregate square feet; and, (ii) may be leased by The Arts Council for periods of longer than 50 days to third-party arts entity or entities. The City and The Arts Council may further contract in the future to designate other portions of the Managed Facilities as Long Term Areas, provided the City's bond counsel approves any such contract. For purposes of this Agreement other portions of the Managed Facilities shall be "Short Term Areas." A Short Term Area shall be: (i) not designated in this Agreement or any future contract as a Long Term Area; and, (ii) subject to lease by The Arts Council: (aa) to a third-party for a term, including all renewal options, that is not longer than 50 days, (bb) in a negotiated arm's-length agreement, and (cc) for compensation set at fair market value.

(b) The City shall maintain a right of control of the Managed Facilities unless otherwise expressly provided herein; provided, however, notwithstanding anything herein to the contrary, the City shall at all times retain the right to approve the annual operating budget and the annual capital needs budget for the Managed Facilities, all capital expenditures with respect to the Managed Facilities (to the extent not described in the approved annual capital needs budget and expressly including alterations, additions and improvements described in, and installed in accordance with the provisions of, Section Eight hereof), each disposition of property constituting a part of the Managed Facilities, the rates and fees charged for the use of the Managed Facilities, and the general nature and type of use of the Managed Facilities.

(c) The City and The Arts Council agree that, with respect to the Managed Facilities, The Arts Council is a service provider to the City and is neither an owner nor a lessee of the Managed Facilities for federal tax purposes. The Arts Council agrees that it is not entitled to take, and will not take, any tax position that is inconsistent with being a service provider to the City with respect to the Managed Facilities. Without limiting the foregoing, The Arts Council agrees that it is not entitled to take, and will not take, any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Managed Facilities.

(d) All space in the Building or the Moon which is not part of the Managed Facilities shall be reserved for use by the City of Huntsville Parks and Recreation Department.

2.0 TERM. The term of this Agreement shall be five (5) years, commencing on August 14, 2025 and continuing through August 13, 2030. The parties may mutually consent to renew this Agreement for additional five-year terms; however, any such renewal(s) must be approved by the Huntsville City Council. Notwithstanding anything to the contrary set forth in this Section Two, in no event shall the term of this Agreement, including all automatic renewals, be longer than the lesser of (i) thirty (30) years, or (ii) eighty percent (80%) of the weighted average reasonably expected economic life of the Managed Facilities.

3.0 CONSIDERATION.

(a) The Arts Council will perform the activities described in Section One of this Agreement and will manage the Managed Facilities in a manner satisfactory to the City of Huntsville.

(b) As consideration for the services provided by The Arts Council as manager of the Managed Facilities to provide office and rehearsal space to Huntsville non-profit arts organizations, the City will pay The Arts Council the sum of \$60,000 per year for fiscal years 2026 and 2027, and \$30,000 for fiscal year 2028. Beginning fiscal year 2029, the sole consideration to the Arts Council shall be the revenue it receives from its management of the Managed Facilities. The payments shall be payable in equal quarterly installments. This funding may be increased by amendment to this agreement.

(c) The parties acknowledge and agree that (i) the payments to The Arts Council under this Agreement are reasonable compensation for the services rendered by The Arts Council hereunder, (ii) such payments are not be based, in whole or in part, on a share of the net profits from the operation of the Managed Facilities, either as a whole or of any component thereof, and (iii) the City does not, in substance, impose on The Arts Council the burden of bearing any share of the net losses from the operation of the Managed Facilities. For this purpose, compensation includes payments to reimburse actual and direct expenses paid by The Arts Council and its related administrative overhead expenses, compensation will not be treated as providing a share of net profits if no element of compensation (elements of compensation being the eligibility for, the amount of, and the timing of the payment of, compensation) takes into account, or is contingent upon, either the net profits from the Managed Facilities, or both the revenues and expenses (other than any reimbursement of direct and actual expenses paid by The Arts Council to unrelated third parties) from the Managed Facilities, for any fiscal period, and (iii) an arrangement will not be treated as requiring The Arts Council to bear a share of the net losses from the operation of the Managed Facilities if both (1) the determination of the amount of the compensation payable to The Arts Council and the amount of any expenses to be paid by The Arts Council (and not reimbursed), separately and collectively, do not take into account either the net losses from the Managed Facilities, or both the revenues and expenses from the Managed Facilities, for any fiscal period, and (2) the timing of the payment is not contingent upon the Managed Facilities' net losses.

(d) In the event that at the end of any fiscal year of the City during the term of this Agreement surplus funds remain from the operation of the Managed Facilities during such fiscal year, such surplus funds shall be disbursed as follows:

(i) First, to replenish any amounts withdrawn during such fiscal year from any operating reserve established in the annual operating budget and, if there is no operating reserve contemplated in the annual operating budget or if the City determines the amount of such operating reserve is not sufficient, to fund a new or supplemental, as appropriate, operating or other similar reserve approved by the City; and

(ii) Second, to reimburse The Arts Council for the direct and actual expenses paid by The Arts Council to unrelated third parties in performing its obligations under this Agreement; and

(iii) Third, to reimburse the City for the direct and actual expenses paid by the City in performing its obligations under this Agreement, other than payments to The Arts Council under subparagraph (b) of this Section Three, which shall not be reimbursed to the City (and prorating those expenses which relate to the Managed Facilities and other portions of the Building so that the City is reimbursed only for the portion of such expenses allocable to the Managed Facilities); and

(iv) Fourth, any remaining surplus funds shall be used to fund a capital improvements reserve fund to be held by the City in a separate, segregated account to pay the costs of such capital improvements to the Building as shall be approved by the City.

4.0 MAINTENANCE OF THE MOON BY THE ARTS COUNCIL. The City shall be responsible for the maintenance and upkeep of the roof, parking area, sidewalks, HVAC, plumbing, wiring and alarm and structural systems of the Managed Facilities and also for those areas of the Building or The Moon reserved for City use. The Arts Council shall be responsible for all other routine maintenance and upkeep of the Managed Facilities.

(a) Neither The Arts Council nor any other Occupant of the Managed Facilities shall, in any manner, deface or injure the Building and will pay the cost of repairing any damage or injury done to the Building or any part thereof by The Arts Council or any other occupant of the Managed Facilities or its or their employees, agents, servants, contractors, visitors or invitees, ordinary wear and tear excepted. The Arts Council agrees that it will keep the Managed Facilities and the fixtures therein in clean, safe, sanitary and good order and condition and will, at the expiration or other termination of the term of this Agreement, remove all goods and effects not the property of City and at The Arts Council's expense and shall (i) promptly surrender to City possession of the Managed Facilities (including keys, locks and any fixtures or other improvements which The Arts Council hereby acknowledges are owned by the City) in good order and repair (ordinary wear and tear and damage due to casualty or condemnation excepted) and broom clean, (ii) remove therefrom all signs, goods, effects, machinery, furniture, fixtures

computer/telephone cabling and equipment used in conducting The Arts Council's trade or business which is not owned by the City, and (iii) repair any damage caused by such removal. The City has the right to access all sections of the Building (including those provided for the use of The Arts Council and each other Occupant of the Managed Facilities) at reasonable times and in a reasonable manner to inspect the Building for proper use and maintenance and to perform any functions required by this Agreement.

(b) Neither The Arts Council nor any other Occupant of the Managed Facilities shall attach any sign(s) to the exterior of the Building unless the design, nature, and content thereof have been approved by the City, which approval shall not be unreasonably withheld. The Arts Council shall at its expense maintain and repair any such sign(s) and may upon the expiration of the term of this or any renewal thereof, remove said sign(s). All signs shall comply with all applicable laws and ordinances.

(c) All injury to The Moon caused by moving the property of The Arts Council or any other Occupant of the Managed Facilities into, on, or out of, the Building and all breakage done by The Arts Council, or any other Occupant of the Managed Facilities or its or their agents, servants, contractors, employees, visitors or invitees, shall be repaired by The Arts Council, at the expense of The Arts Council. In the event that The Arts Council shall fail to do so, then City shall have the right to make such necessary repairs, alterations, and replacements (structural, nonstructural, or otherwise) and any charge or cost so incurred by City shall be paid by The Arts Council. This provision shall be construed as an additional remedy granted to City and not in limitation of any other rights and remedies which City has or may have in said circumstances.

(d) All keys to the Building shall be issued solely by the City's Director of General Services, and neither The Arts Council nor any other Occupant of the Managed Facilities shall copy any said key without the express written consent of the City. The Director of General Services shall determine how many keys are issued to The Arts Council and any other Occupant of the Managed Facilities.

(e) All personal property of The Arts Council in The Moon shall be at the sole risk of The Arts Council. City shall not be liable for any accident to or damage to the personal property of The Arts Council or any other Occupant of the Managed Facilities resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus unless caused by the negligence of City, its employees, agents, or contractors. City shall not, in any event, be liable for damages to the personal property resulting from water, steam or other causes unless caused by the negligence of City, its employees, agents or contractors. The Arts Council hereby expressly releases the City from any liability incurred or claim by reason of damage to The Arts Council's personal property, other than any liability incurred or claim by reason of the negligence of City, its employees, agents, or contractors.

(f) Notwithstanding anything to the contrary contained in this Agreement, the City shall bear the risk of loss upon damage or destruction of the Building (but expressly excluding the personal property of The Arts Council and any other Occupant of the Managed Facilities as provided in subparagraph (e) above).

5.0 UTILITIES. The City will provide utilities to The Moon and the Managed Facilities throughout the term of this Agreement.

6.0 JANITORIAL SERVICES. The City will provide reasonable and customary janitorial services for all publicly-accessible areas of The Moon and the Managed Facilities. The City shall retain the sole discretion to choose and/or revise the janitorial provider fulfilling said services.

7.0 PEST CONTROL. The City will cover the routine maintenance cost of pest control for the Building throughout the term of this Agreement. Pest control required outside of routine maintenance that is deemed by the pest control company to be necessary due to negligence of The Arts Council or any other Occupant of the Managed Facilities will be billed to The Arts Council at current market rate.

8.0 ALTERATIONS AND IMPROVEMENTS BY THE ARTS COUNCIL. No alterations, additions, or improvements to the Managed Facilities, except such as may be otherwise provided for in this Agreement, shall be made without first obtaining City's written consent, and any improvements, additions or alterations requested by The Arts Council after such consent shall have been given, shall be installed by and under the sole control and supervision of City. All requests for alterations, additions, or improvements shall be accompanied by architectural drawings depicting both the existing and proposed layout or depicting the existing and proposed condition of the alteration, addition, or improvement in question. City agrees to give The Arts Council a contract price for all approved alterations, additions, or improvements and will endeavor to complete all work in a timely and workmanlike manner. Any and all fixtures installed, excepting trade fixtures, shall, at City's option, remain on the Managed Facilities premises as the property of the City, without compensation to The Arts Council, or, shall be removed therefrom and the Managed Facilities restored to its original condition at cost of The Arts Council at the expiration or sooner termination of this Agreement. The Arts Council shall, at its own cost, repair any damage caused by the removal of trade fixtures restoring the Managed Facilities to its original condition.

9.0 INSURANCE REQUIREMENTS. During the term of this Agreement, The Arts Council and any other Occupant of the Managed Facilities shall each satisfy the following insurance requirements:

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

Commercial General Liability

Contractual
Personal Injury
Broad Form Property Damage

2. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit

\$ 1,000,000 Each Occurrence

2. Workers' Compensation:

As Required by the State of Alabama Statute

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

a. The City, its elected and appointed officials, employees, agents, and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of The Arts Council for products used by and completed operations of The Arts Council or automobiles owned, hired, or borrowed by The Arts Council.

b. The Arts Council's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents, and specified volunteers, as their interests may appear as respects: liability arising out of activities performed by or on behalf of The Arts Council for products used by and completed operations of The Arts Council; or automobiles owned, hired, or borrowed by The Arts Council. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or specified volunteers shall be excess of The Arts Council's insurance and shall not contribute to it.

c. The Arts Council's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. The Arts Council is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents, or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and The Arts Council shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Arts Council, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from The Arts Council's management of the Managed Facilities, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of The Arts Council or any of its consultants, invitees or anyone directly or indirectly employed by it or anyone for whose acts it is legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

10.0 INSPECTIONS OF THE MOON. City shall have the right to enter all areas of the Building at all reasonable times (but no less than once per year) for purposes of examining the Building for the purpose of discovering any defect or injury to the Building. The Arts Council shall, upon the discovery of any defect in or injury to any portion of the Managed Facilities or

any appurtenance or apparatus connected therewith, or any need of repairs, promptly make the said repair.

11.0 ASSIGNMENT BY THE ARTS COUNCIL. The Arts Council shall not assign this Agreement without the prior written approval of the City. The Arts Council may license or permit the use of, or grant the right to occupy, all or a portion of the Managed Facilities to Huntsville non-profit arts organizations, in each case with approval of the City, which approval the City shall not unreasonably withhold.

12.0 DEFAULT. In the event The Arts Council defaults on any of its obligations under this Agreement, the City shall give The Arts Council a 30-day period to correct said defaults. If The Arts Council, in the City's sole discretion, fails to correct the said defaults, then the City may take any or all of the following actions:

(i) Terminate this Agreement as it relates to The Arts Council, in which event The Arts Council shall immediately surrender its occupation or possession of any portion of The Moon or the Managed Facilities to the City.

(ii) City may do whatever The Arts Council is obligated to do by the provisions of this Agreement and may enter the Managed Facilities without being liable to prosecution or any claim for damages therefor, in order to accomplish this purpose. The Arts Council agrees to reimburse City immediately upon demand for any expenses which City may incur in thus effecting compliance with this Agreement on behalf of The Arts Council.

(iii) Pursue any and all other remedies available to City at law or in equity.

In the event City employs an attorney on account of any violation of any of the terms or conditions of this Agreement by The Arts Council, The Arts Council shall pay all expenses incurred including a reasonable attorney's fee.

13.0 SURRENDER. Upon the termination of this Agreement, The Arts Council shall deliver up the Managed Facilities the same condition as the same was in at the commencement of the term of this Agreement (with the exception of any remodeling or structural changes previously approved by City), reasonable and ordinary wear and tear and damage by fire and other casualty or condemnation excepted. Neither vacating the Managed Facilities by The Arts Council, nor the delivery of possession to City, shall be deemed a surrender or an acceptance of surrender of The Arts Council's interest in the Managed Facilities unless so stipulated in writing by City.

14.0 FIRE, OTHER CASUALTY. If a fire, casualty, or taking renders The Moon or any part thereof unfit for use and occupancy as intended in this Agreement, The Arts Council's obligations under this Agreement shall be reduced to only those that can safely be performed in the Managed Facilities in its then-existing condition. If a substantial portion of the Managed Facilities is damaged by fire, casualty or taking, the City and The Arts Council shall each have the right to terminate this Agreement by notice given to the other party at any time within sixty (60) days after the date of such damage, casualty or taking.

15.0 QUALIFIED MANAGEMENT AGREEMENT. The parties hereby confirm their intent that the Facility Agreement be a “qualified management agreement” not resulting in private business use of the Building within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and that the Facility Agreement be interpreted in accordance with the requirements thereof and related formal and informal guidance from the Internal Revenue Service, including Revenue Procedure 2017-13, relating to conditions under which use of a tax-exempt bond-financed property will be considered private business use. The Arts Council will not take any action (or fail to take any action) in the management of the Managed Facilities that the City has notified The Arts Council in writing would cause interest on any tax-exempt financing of the Building to be included in gross income of the recipient thereof for federal income tax purposes. In the event that further amendments to the Facility Agreement are necessary to prevent interest on any tax-exempt financing of the Building from being included in gross income of the recipient thereof for federal income tax purposes, the parties agree to negotiate such further amendments in good faith with the goal of complying with all requirements to achieve or maintain such tax-exempt status, including compliance with Revenue Procedure 2017-13, while not materially adversely changing the financial benefits to The Arts Council (taken as a whole) after such further amendments as compared to the financial benefits to The Arts Council (taken as a whole) immediately prior to such further amendments.

16.0 SEVERABILITY. Invalidation of any of the provisions contained in this Amendment, or of the application thereof to any person, by judgment, or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Amendment as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Amendment.

17.0 GOVERNING LAW AND VENUE. This Agreement, and the rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of the State of Alabama. Venue for any litigation arising out of the interpretation or enforcement of this Agreement shall be in the Circuit Court of Madison County, Alabama.

18.0 COUNTERPART EXECUTION. For convenience, this Amendment may be executed by the parties in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same Amendment.

19.0 LIABILITIES OF THE CITY. The Arts Council understands, acknowledges, and agrees that the obligations of City as set forth herein are limited by the restrictions imposed on public bodies, municipalities, and public corporations by the Constitution of the State of Alabama.

20.0 MISCELLANEOUS. The parties hereto further agree as follows:

20.1 The non-enforceability or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

20.2 The paragraph headings contained herein are only for convenience and reference and are not intended to be part of this Agreement or in any manner to define, limit or describe the scope and intent of this Agreement for the particular paragraph to which they refer.

20.3 Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, (ii) made by electronic mail or facsimile transmission, or (iii) sent by overnight courier service (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

City: City of Huntsville, Alabama
Post Office Box 308
Huntsville, Alabama 35804-0308
Attention: Director of Parks and Recreation

with a copy to: City Attorney's Office
Post Office Box 308
Huntsville, Alabama 35804-0308
Attention: City Attorney

The Arts Council, Inc.: The Arts Council, Inc. dba Arts Huntsville
Attention: Allison Dillon-Jauken
700 Monroe Street, Suite 2
Huntsville, Alabama 35801

If either party hereto changes its address or other contact information for purposes of this Agreement, the party so changing shall give the other party appropriate written notice of change of address in the manner specified above.

20.4 The parties further agree that this Agreement is to be deemed to have been prepared jointly by the parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other party.

20.5 It is expressly understood that this Agreement sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral, or otherwise, and that there is no other agreement between the parties other than that contained herein.

20.6 The parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this Agreement.

20.7 This Agreement shall be binding upon the parties, and their successors in interest.

20.8 Each party to this Agreement shall be responsible for the payment of all costs, expenses, legal fees, and disbursements incurred or to be incurred by it or any of them in negotiating and preparing this Agreement, and all documents required to be delivered pursuant to this Agreement and in otherwise performing the transactions contemplated by this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereunto entered into this on the day first written above.

THE ARTS COUNCIL, INC. dba Arts Huntsville a private, non-profit corporation in the State of Alabama

By: _____
Allison Dillon-Jauken, Executive Director

THE CITY OF HUNTSVILLE, a municipal corporation in the State of Alabama

By: _____
Tommy Battle, Mayor

ATTEST:

Shaundrika Edwards, City Clerk

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Allison Dillon-Jauken, whose name as Executive Director of THE ARTS COUNCIL, INC. dba Arts Huntsville, a non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, in his or her capacity as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____, 2025.

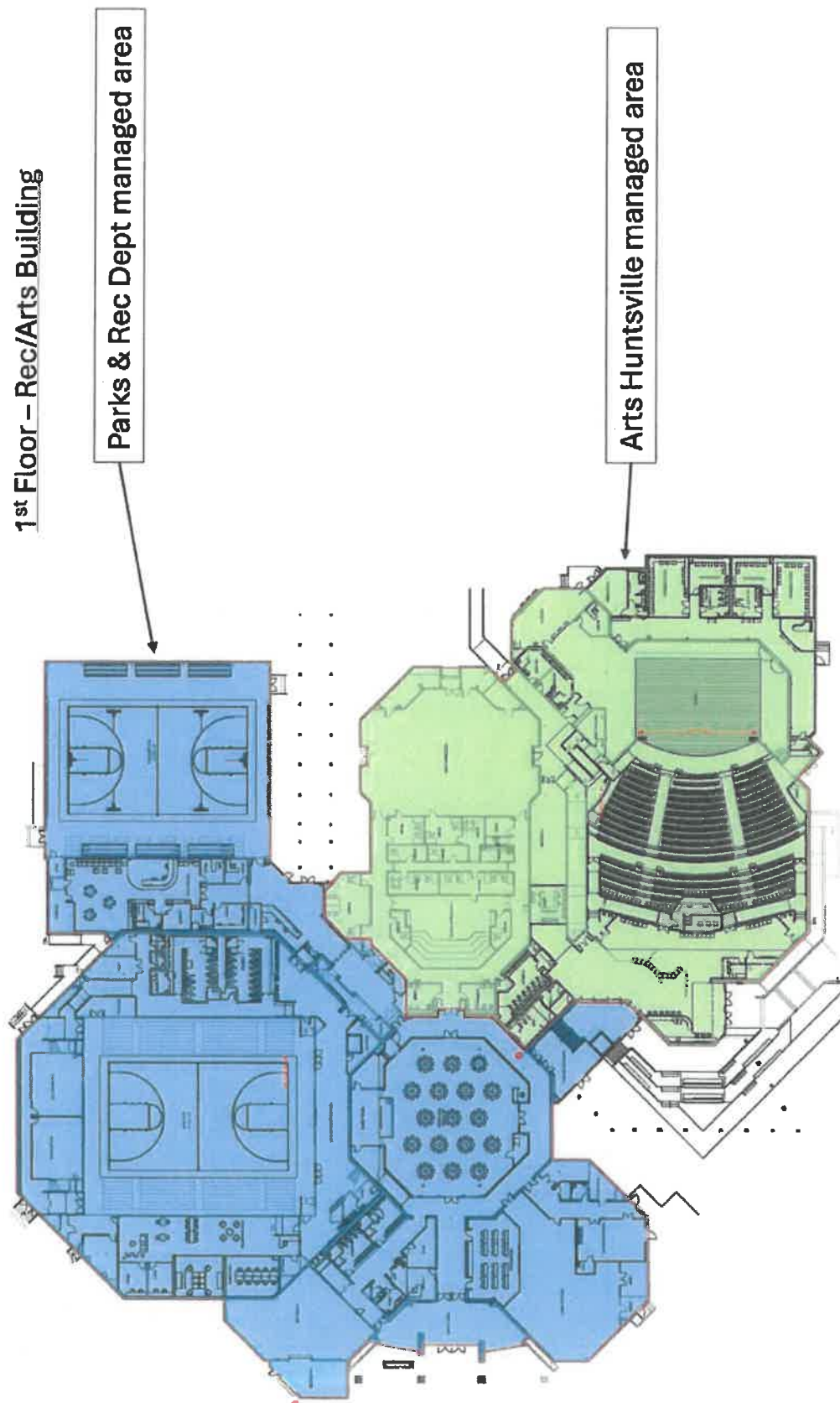
Notary Public

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk of The City of Huntsville, a municipal corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

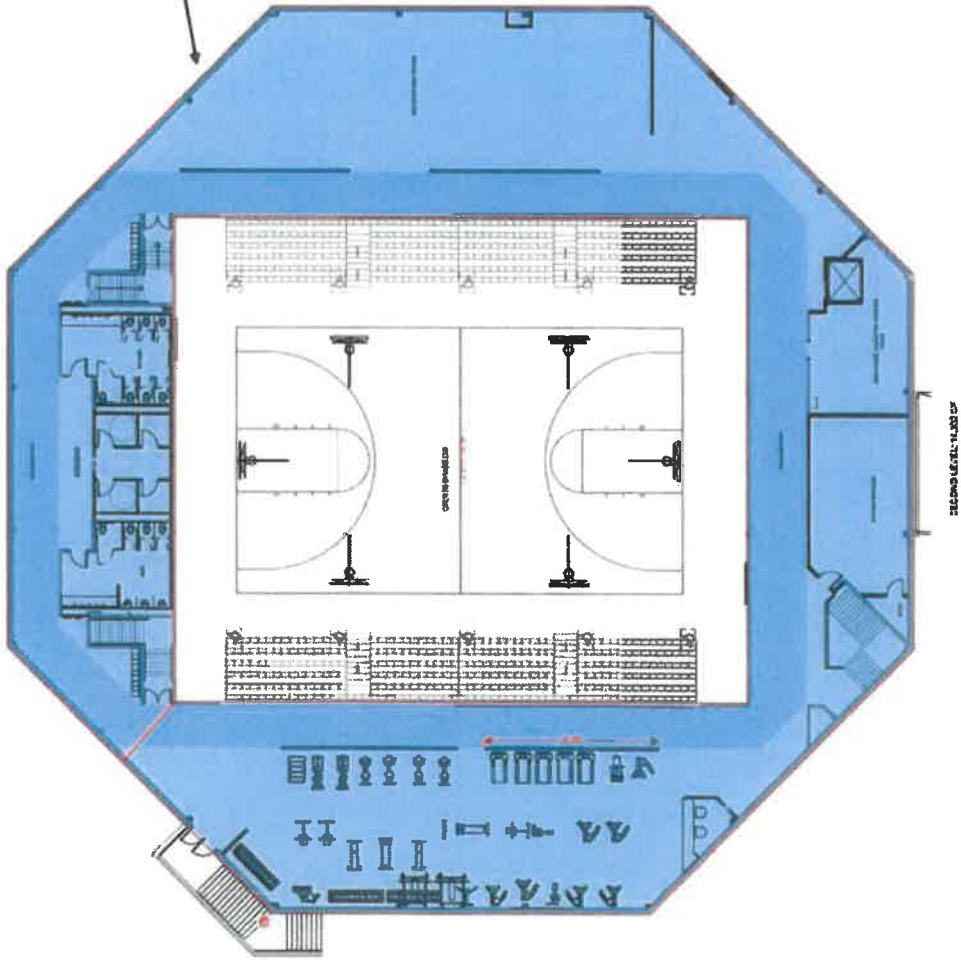
GIVEN under my hand and official seal this the ____ day of _____, 2025.

Notary Public

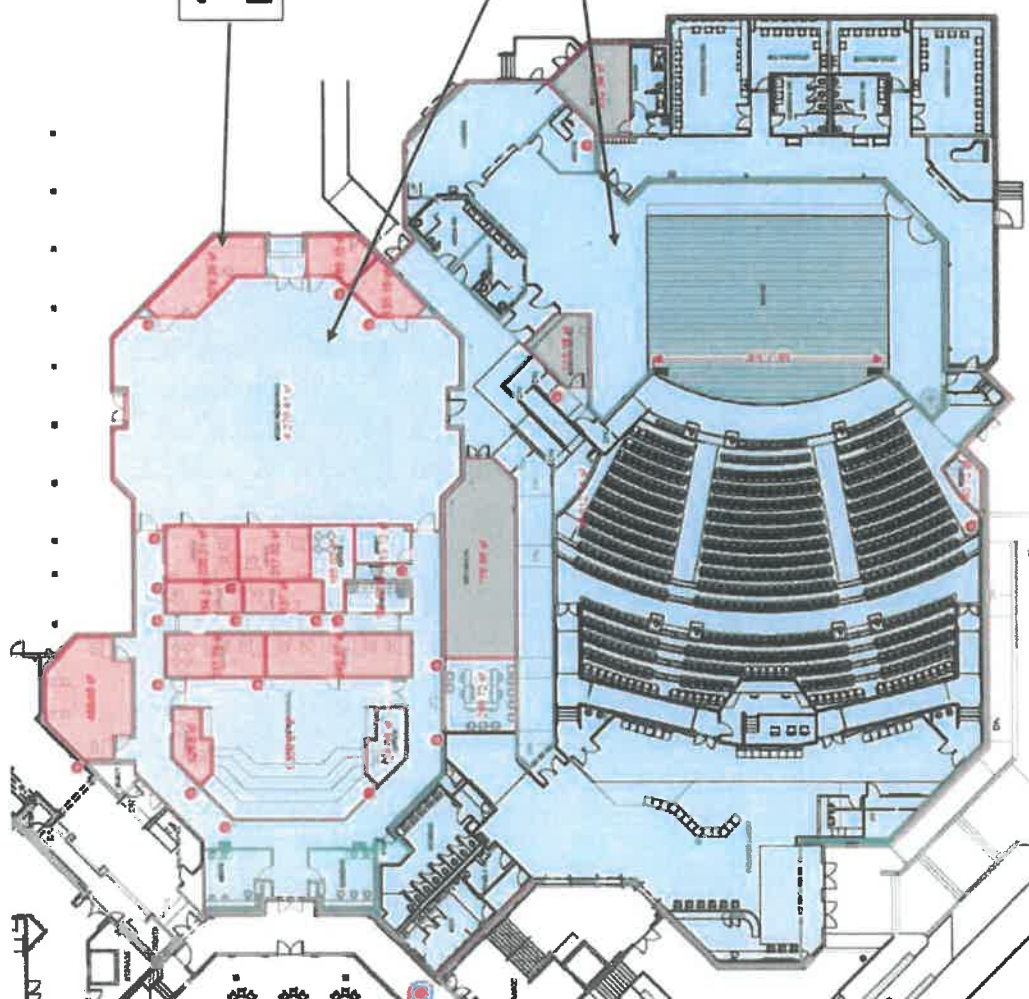


2nd Floor – Rec/Arts Building

Parks & Rec Dept managed area



Arts Huntsville Managed Areas



"Pink" -- areas provided for exclusive, long-term private use (office and equipment storage)

"Blue" -- areas provided for non-exclusive, short-term use (rehearsals, meetings, and performances)