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Memorandum of Understanding  
between  
The Grand Rapids Arts and Culture Commission  
And  
The City of Grand Rapids

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The Grand Rapids Arts and Culture Commission (GRACC) have proposed the establishment of an Artist in Residence program to be housed in vacant space within Old Central School. The City of Grand Rapids (City) values the contribution of the arts in our community and furthermore sees value in the increased activity an Artist in Residence program will bring to Old Central School and the merchants located there.

The parties commit themselves to building mutual confidence and trust, and through this Memorandum of Understanding (MoU) provide detailed areas of agreement that will guide them in accomplishment of the stated objectives.

To this end, the GRACC and City have agreed on the following:

**1. Grant of Use/Location**

- 1.1. The City will grant the use of a single space/suite within Old Central School (space), the location of which will be approved by the City's appointed representative.
  - 1.1.1. The City may cancel this MoU at the City's sole discretion at any time.
- 1.2. The space will be provided by the City without compensation for use by a Guest Artist(s) recommended to GRACC by Grand Rapids Arts.
- 1.3. The space may be used by up to three Guest Artists at a time, provided each of the Guest Artists have read and agree to abide by the terms of this MoU, and the occupancy is in compliance with all Federal, State and Local laws and ordinances.
- 1.4. The space will be provided for three month intervals, but can be extended if approved by appointed representative of GRACC and the City.
- 1.5. One key for the space will be provided to the Guest Artist(s). All keys will be returned to the City at the conclusion of their stay.
- 1.6. All day public parking is available for the use of the Guest Artist(s) within two blocks of Old Central School. Parking spaces on the grounds of Old Central School will be reserved for tenants and customers.
- 1.7. If the City finds a paying tenant for the space, or for some other reason the City needs to cancel this MoU, the City will provide written notice to GRACC and the Guest Artist(s) 14 days in advance of when the space must be vacated and returned to its prior condition.
  - 1.7.1. If the property of the guest artist(s) is not removed within the notice period, the City may remove any abandoned property at the sole expense of the Guest Artist(s).

1.7.2. If vacation of the space is needed to facilitate occupancy by a paying tenant, other space may be made available to the Guest Artist, if vacant space is available at the time.

## **2. Expectations of the Guest Artist(s)**

- 2.1. The GRACC will assist the City in ensuring that:
  - 2.1.1. The Guest Artist(s) act as regular tenants by being considerate and refraining from the production of noises and offensive odors that would negatively impact the use and enjoyment of Old Central School by regular tenants and customers.
  - 2.1.2. The Guest Artist(s) use the space during the regular operating hours of Old Central School.
- 2.2. Guest Artist(s) will not make any alterations to the space or cause any damage to the space. If any damage or alteration is caused by the Guest Artist(s), the City will cause necessary repairs to be made at the sole expense of the Guest Artist(s).
- 2.3. The Guest Artist(s) shall insure their own personal property on the premises as they see fit. All personal property placed upon or in the Old Central School premises or common areas or external grounds shall be at the risk of Guest Artist(s) or the owner of the personal property and the City and Old Central School shall not be liable to Guest Artist or any other party for any damage, destruction or loss of said personal property arising from any cause whatsoever.

## **3. Authorized Agents**

- 3.1. The City and GRACC shall appoint authorized agents for the purpose of administration and facilitation of this MoU. The City and GRACC are notified of the authorized agents of each are as follows:
  - 3.1.1. City Agent:  
Rob Mattei  
Community Development Director  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744  
218.326.7622  
[rmattei@ci.grand-rapids.mn.us](mailto:rmattei@ci.grand-rapids.mn.us)
  - 3.1.2. GRACC Agent:  
GRACC Chair  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744

City and GRACC will not undertake any action inconsistent with the letter or spirit of this Memorandum of Understanding.

City of Grand Rapids

Grand Rapids Arts and Culture  
Commission

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

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

I, as the undersigned Guest Artist approved by the GRACC, have read and understand the terms of this MoU and agree to abide the spirit and expectations of such.

\_\_\_\_\_  
Guest Artist (signature)

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

\_\_\_\_\_  
Guest Artist (printed name)