

**CITY OF MUNCIE REDEVELOPMENT COMMISSION
MEMORANDUM OF AGREEMENT WITH SUSTAINABLE
MUNCIE CORP.**

This Agreement is entered into by and between the City of Muncie Redevelopment Commission, a redevelopment commission hereafter referred to as the "MRC" and Sustainable Muncie Corp., a 501(c)3 non-profit corporation, hereinafter referred to as the "Partner."

WHEREAS the MRC created and maintains co-working space and support system known as Co:Lab in an effort to increase economic development in and around the central city area; and

WHEREAS Partner's purpose and mission is to provide services that revitalize a community and provide small business training and promotion, business incubator space, and develop, own, and manage co-working and makerspace properties, and

WHEREAS the MRC wishes to have its interests and priorities in economic development represented, allowing full-time experience and attention to be given to the co-working spaces; this enables the MRC to focus additional attention to attracting expansion of current businesses in the City of Muncie, as well as, attracting new business development not included in the co-working community.

NOW, THEREFORE, it is mutually agreed as follows:

1. Partner owns, maintains, and manages the property known as Madjax Muncie Maker Force (Madjax), 515 E Jackson, Muncie, Indiana. Madjax is designed to cultivate the maker culture in downtown Muncie by combining commercial, academic, and community focused individuals, organizations, and businesses, collectively referred to as Makers, with state-of-the-art facilities and equipment. Madjax is a space for Makers of all types and ages, as well as for those who appreciate meeting and participating in the art of making.

2. The MRC has created and maintains a core private membership-based collaborative co-working space and support system for entrepreneurs, independent professionals, freelancers, and startup businesses (collectively referred to as Co:Lab Members). This co-working space is located at the Lofts, 420 N High Street, Suite 101, Muncie, Indiana 47305 (Co:Lab at the Lofts).

3. In exchange for an organizational Co:Lab membership, including use of Co:Lab at Madjax and Co:Lab at the Lofts sites for as long as this agreement is in place, MRC will allow Partner to work with the MRC and manage the Co:Lab at the Lofts location and collect the membership fees and lease payments from Co:Lab Members who use the Co:Lab at the Lofts for all of the co-working program and project needs.

4. Partner is responsible for any and all expenses including, but not limited to utilities (which should average around \$1,200.00. monthly and are part of the quarterly HOA fees), taxes, fees, wireless internet, cleaning, and building maintenance; the public common areas of Madjax may be used by Co:Lab Members, however any use of the copier, printer, or other such office-supply equipment or items will be charged to the individual member as outlined in his/her own Co:Lab Membership Agreement.

5. Partner may make strategic building improvements and operational changes to Co:lab at the Lofts it at its own discretion if it deems necessary to best accommodate and support the objectives of the Co:Lab at the Lofts.

6. The annual member fees and month rental fees for use of the Co:Lab at the Lofts will be set each year. The private offices in the Co:Lab at the Lofts will be based on their current lease agreements and each current member has the option to renew their lease agreement unless there are delinquencies or other defined issues.

7. The Property Manager of the Sustainable Muncie Corp., whose office is at the Madjax site, will now manage all memberships and leases at the Co:Lab at the lofts and will to offer day to day services and access at the location and be available during business hours to respond to tenant needs. MRC will have no financial liability to Partner other than to maintain the insurance coverage on the Co:Lab at the Lofts facility itself and not the tenant spaces. The tenant insurance coverage falls under each individual tenant as required in each of their lease agreement.

8. This Memorandum of Agreement shall expire on December 31, 2027, unless either party notifies the other of its desire to terminate this agreement. Such notice will be in writing and provide not less than a one hundred and twenty (120) day notice of said termination. If no such notice is given, the parties will hold meetings to negotiate the renewal this agreement beginning not less than sixty (60) days prior to the expiration date.

9. Neither the MRC nor the Partner shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

10. There shall be no unlawful discrimination because of race, color, age, religion, sex, sexual orientation, gender identity, disability, ancestry, national origin, or the United States military service veteran status in any aspect of this grant of funds or Agreement. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, age, religion, sex, sexual orientation, gender identity, disability, ancestry, national origin, or the United States military service veteran status.

11. This agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind either party. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

This Agreement is executed by:

The City of Muncie Redevelopment Commission:

_____ Date: _____
Dan Ridenour, Mayor of Muncie, Indiana

Sustainable Muncie Corp.:

_____ Date: _____
Allison Robbins - President