

**Memorandum of Agreement (“MOA”)
between
The Lexington Chamber of Commerce (“Chamber”)
and
The Town of Lexington, Massachusetts (“Town”)**

Whereas, at the close of business on September 21, 2014, the Chamber relinquished its role as manager and operator of the Lexington Visitors Center and gift shop;

Whereas, effective at the opening of business on September 22, 2014, pursuant to approval by the Lexington Board of Selectmen, the Town assumed the management and operation of the Lexington Visitors Center and gift shop;

Whereas, as of the date of the transition of the management and operation of the Visitor Center from the Chamber to the Town, the Chamber had accrued liabilities for goods received and other financial obligations incurred prior to the transition;

Whereas, since 1978 the Chamber of Commerce has occupied the second floor of the Visitors Center for use as its main office rent-free in return for staffing and operating the Visitors Center for the Town;

Whereas, from the opening of business on September 22, 2014 until the close of business on October 14, 2014, the Town used the credit card machine owned by the Chamber for the purpose of processing credit card transactions at the gift shop; and

Whereas, from the opening of business on September 22, 2014 until the close of business on October 15, 2015, the Town utilized the telephone service paid for by the Chamber.

Now, therefore, the Chamber and the Town agree to the following:

1. **Occupancy of Visitors Center:** The Town will allow the Chamber to continue to occupy the second floor of the Visitors Center until December 31, 2014 for the purpose of housing the Chamber’s main office rent-free.
2. **Future Occupancy:** Recognizing the important role the Chamber plays in the Town’s economic development efforts, the Town will provide the Chamber with a license, for no additional monthly fee, to extend the Chamber’s occupancy of the east office with shared use of the common room until December 31, 2015. In consideration of this financial arrangement, the Chamber will provide the Town, at no additional fee, with a membership to the Chamber and one ticket/registration to each Chamber event to be use by a Town official in their official capacity. Further, the Chamber staff, if any, will cooperate and support the Visitor’s Center staff by assisting with any inquiries from visitors regarding Town businesses. The Town may require the Chamber to enter into a separate mutually acceptable agreement regarding the use of the Visitors Center second floor space.

3. Security: The Chamber shall provide a list of all its members who possess a key to the following locations: 1) the Visitor Center's main lobby, 2) the second floor common conference room, and 3) the east office. The list shall be submitted to the Town for its review and approval. Only those members who are on the approved list shall have key-entry access to the Center. Access shall be allowed by Chamber officials at any time of the day.
4. Insurance: During the term of its occupancy in the Visitors Center, the Chamber shall maintain renter's insurance at a level acceptable to the Town.
5. Liabilities: The Town shall assume no responsibilities for any and all liabilities incurred by the Chamber resulting from operation of the gift shop or other programs and activities prior to the opening of business on September 22, 2014. All inquiries made of the Town regarding such liabilities will be directed to the Primary Contact for the Chamber listed in this MOA.
6. Primary Contact for Town and Chamber: The Town's primary contact for issues related to the Visitor's Center is the Town's Economic Development Director, office phone, (781) 698-4567. The Chamber's primary contact is the Secretary of the Executive Board, office number 781-862-2480. This contact information can and should be disseminated to any interested party seeking to connect to the associated entity.
7. Credit Card Transactions: The Chamber, shall, upon written request from the Town, pay to the Town all revenue, net of fees, from credit card transactions deposited in the Chamber's bank account from the opening of business on September 22, 2014 until October 15, 2014 based on the most recent statement issued by Heartland Payment Systems to the Chamber. The Town shall pay the sales tax due to the Department of Revenue for all transactions at the gift shop beginning September 22, 2014.
8. Telephone: The Town shall, upon written request from the Chamber, pay to the Chamber for telephone service at the gift shop, its pro-rata share of the monthly bill(s) covering the period from the opening of business on September 22, 2014 until October 15, 2014.
9. Electric: The Town shall, upon written request from the Chamber, pay the Chamber the utility bill for electrical service for the Mass. Ave. street power supply meter #1743835 address 1845 Mass Ave.; beginning November 1, 2014 this meter shall be transferred to the Town.
10. Equipment: Equipment and furnishings owned by the Chamber in the common conference area shall be shared by both the Visitors Center Staff and Chamber officials until December 31, 2015.
11. Vending Machine: The Pepsi vending machine shall remain in the main lobby. The Chamber will notify Pepsi Beverages Company that effective September 22, 2014 the Town of Lexington is due revenue associated with the vending machine.

12. Inventory and Cash on September 22, 2014: The Town shall, upon written request from the Chamber, pay the Chamber the amount of cash and the value of the inventory left at the Visitors Center on September 22, 2014. These items were documented on the morning of September 22, 2014; see Appendix 1 for the detailed amount.
13. Amounts Due:
 - Due from the Chamber to the Town: \$6,179.68.
 - Due from the Town to the Chamber: \$3,578.36.
 - See Appendix 1 for detailed itemization.
14. Holiday Lighting Payments: The Chamber will create a repayment plan for the amounts due to the Town for holiday lighting with payments beginning in January 2017.
15. Gift Certificates: The Visitors Center staff will receive gift certificates to be redeemed by the Chamber and submit same by mail or in person to the Chamber's Secretary of the Executive Board.
16. Cooperation: The Chamber hereby agrees to continue to work cooperatively with the Town on an ongoing basis to implement both the specific provisions and the intent and purposes of this MOA.
17. Amendment of Memorandum: This MOA may not be amended, modified, or terminated, except by a written instrument executed by the Chamber and the Town Manager
18. Enforcement - No Waiver: The failure of the Town to enforce this MOA shall not be deemed a waiver of the Town's right to do so thereafter. If any provision of this MOA or its applicability to any person or circumstances shall be held invalid, the remainder thereof, or the application to other persons shall not be affected.

Signed:

Town of Lexington,
By its Town Manager,

Carl F. Valente

Date: 12/17/2014

Lexington Chamber of Commerce

Wayne Smith

By: _____
Title: Chairman

Date: 12/17/14

Appendix 1: Amounts Due			
Amount Due to Chamber		Amount Due to Town	
Cash Boxes for Cashiers	\$ 817.00	Credit Card Transactions; net of fees 9/22-9/30 (Heartland)	\$ 1,396.12
Gift Shop Inventory as of 9/22/2014	\$ 2,731.36	Credit Card Transactions; net of fees 10/1-10/14 (Heartland)	\$ 4,783.56
Telephone Reimbursement	\$ 30.00		
TOTAL Due Chamber	\$ 3,578.36	TOTAL Due Town	\$ 6,179.68