

MEMORANDUM OF UNDERSTANDING BETWEEN THE FORTUNA GARDEN CLUB & THE CITY OF FORTUNA

This is a Memorandum of Understanding between the City of Fortuna, hereafter referred to as "CITY", and the Fortuna Garden Club, hereafter referred to as "CLUB" for rental/use of CITY facilities including, the Fortuna Monday Club, the Fortuna River Lodge Conference Center, a room in the Rohner Park Recreation Hall, and the Rohner Park Main Picnic Area & Cookshack.

The Fortuna Monday Club shall be used for monthly meetings by CLUB, September through May with no facility rental fee nor deposit.

A room in the Rohner Park Recreation Hall shall be used for monthly board meetings by CLUB with no facility rental fee nor deposit.

The River Lodge shall be used for three days in March for the CLUB's annual Daffodil Show with no facility rental fee nor deposit.

The Rohner Park Main Picnic Area & Cookshack shall be used for one day in June by CLUB with no facility rental fee nor deposit.

The Monday Club shall be used for two days in December for the CLUB's Christmas Home Tour and Tea with no facility rental fee nor deposit.

CITY is not responsible for reserving or holding dates for the CLUB regarding the aforementioned facility uses. CLUB must submit a rental request form in order to reserve dates. If another party has properly reserved the date prior to the CLUB, CLUB must select a different available date. CITY is not responsible for rescheduling the other party's event.

CITY agrees to set up tables and chairs in the River Lodge for CLUB's annual Daffodil Show for a charge of \$100. However, set up is limited to one table/chair arrangement per event. The \$100 payment shall be made by January 31.

CITY agrees to set up tables and chairs in the Monday Club for CLUB's regular monthly meetings and Christmas Home Tour and Tea event for an annual charge of \$150. However, set up is limited to one table/chair arrangement per event. The \$150 payment shall be made by January 31.

CLUB agrees to provide an annual contribution of \$500 to Parks and Recreation to be used towards facility improvements at the Park and Recreation Director's discretion. This contribution shall be made by January 31.

The CLUB provides maintenance of the landscaped bulbs throughout the CITY (including but not limited to the Fortuna Library, City Hall, Main Street) and assists in planning and/or maintenance of River Lodge landscaping.

Hold Harmless

CLUB shall hold harmless, defend and indemnify CITY and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CLUB's performance hereunder or its failure to comply with any of its obligations in this MOU, except such loss or damage as was caused by the sole negligence or willful misconduct of CITY.

Liability Insurance

CLUB shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the work hereunder by the CLUB, and their representatives.

Minimum Limits of Insurance

CLUB shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately either to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Other Insurance Provisions

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

1. The CITY, its officers, officials, employees and volunteers are to be **covered as insureds** with respect to liability arising out of work or operations performed by or on behalf of the CLUB including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this project, the CLUB's insurance coverage shall be **primary** insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CLUB's insurance and shall not contribute with it.
3. The insurance policy required by this clause shall include an **endorsement** which states that coverage shall not be canceled by either party, except after thirty **(30) days' prior written notice** by certified mail, return receipt requested, has been given to the CITY.

Verification of Coverage

CLUB shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences.

Term

The term of this agreement shall be from the executed agreement date through December 31, 2026.
This agreement does not automatically renew.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day
of _____, 2026:

FORTUNA GARDEN CLUB

CITY OF FORTUNA

Janet Green
Fortuna Garden Club President

Amy Nilsen
City Manager