

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING ("Letter") is entered into this 28 day of April, 2004 between the City of Mason, Ohio ("City") and The Chamber of Northeast Cincinnati ("Chamber").

WHEREAS, it is in the best interests of the City and the Chamber to ensure the continued success of the annual Heritage Festival; and

WHEREAS, the City agrees to provide sponsorship for the Heritage Festival in the form of monetary expenditures, general liability insurance and general oversight and control; and

WHEREAS, the Chamber agrees to provide managerial leadership and administrative support for the Heritage Festival;

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

- 1). On its part, the City shall provide the following:
 - a). The City will provide to the Chamber a payment in the amount of Thirty Five Thousand Dollars (\$35,000), of which Fifteen Thousand Dollars (\$15,000) shall be provided immediately to the Chamber.
 - b). The City will provide in-kind services consistent with previous levels.
 - c). The City shall provide two (2) members for representation on an Executive Committee.
 - d). The City will also assign at least two (2) Staff Members to serve on a volunteer Festival committee.
 - e). The City and the Chamber will enter into the attached hold harmless agreement as part of this Letter of Understanding.

- 2). On its part, the Chamber shall provide the following:
 - a). The Chamber agrees to assist in the selection of a permanent Executive Committee to oversee a volunteer group whose mission shall be to plan and implement the 2004 Heritage Festival and other future citywide events. In addition to the members provided by the City in Item 1c above, the Chamber shall provide representation on said Executive Committee in the form of two (2) members.

b). The Chamber agrees to inform and invite its current ad hoc or standing committees to participate in the Heritage Festival. Additionally, the City shall recognize the 2004 Heritage Festival as a committee of the City.

c). The Chamber will assume the role of event consultant and will provide administrative support to the Heritage Festival, including but not limited to: telephone answering, vendor communications, financial record keeping and any other functions which may be agreed upon and assigned by the Executive Committee and the volunteer festival committee.

d). The Chamber shall provide meeting facilities at no cost.

e). The Chamber shall be represented at all committee meetings in order to ensure that the committees remain on task and that proper record keeping, including but not limited to minutes, is undertaken.

f). The Chamber will prepare any reports which are required or necessary with regard to the committees and the Heritage Festival, including financial reports.

g). The Executive Committee will actively seek other sponsors in order to help fund the Heritage Festival.

3). The City and Chamber agree to cooperate in the creation of a new non-profit corporation that shall manage the Heritage Festival.

4). This Letter shall expire on December 31, 2004.

5). Miscellaneous.

a). The foregoing Letter of Understanding constitutes the entire agreement and understanding of the parties regarding the funding and services to be provide by the Parties concerning the Heritage Festival, and supersedes all prior agreements and understandings related to the subject matter hereof.

b). This Letter may be amended or modified at any time and in all respects by an instrument in writing executed by mutual consent of all of the parties hereof.

c). Neither this Letter nor any right created hereunder shall be assignable by any party without the prior written consent of the remaining parties. Nothing in this Letter, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies of this Letter.

d). The laws of the State of Ohio shall govern the validity and interpretation of this Letter, the construction of its terms and the interpretation of the

rights and duties of the parties. The parties further agree that any dispute arising out of or related to this Letter shall be brought before the state or federal courts located in Warren County, Ohio.

IN WITNESS WHEREOF, the Parties have executed this Release as of the date first set forth above.

Approved as to Form:



By: Ken Schneider
Its: Law Director

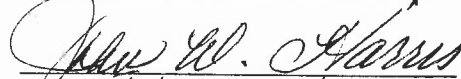
CITY OF MASON



By: Scot F. Lahrmer
Its: City Manager

Ord 2004-30 March 8, 2004

THE CHAMBER OF
NORTHEAST CINCINNATI



By: John W. Harris
Its: President

INDEMNIFICATION AGREEMENT

City of Mason

And

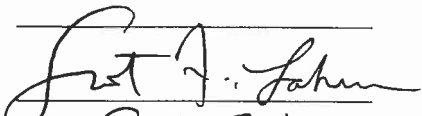
The Chamber of Northeast Cincinnati

2004 MASON HERITAGE FESTIVAL

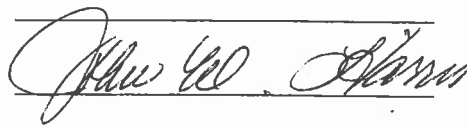
The City of Mason, Ohio in conjunction with the 2004 Mason Heritage Festival to be held on August 28th, 2004, agrees to indemnify and hold harmless the Chamber of Northeast Cincinnati and its employees, directors, officers, agents, volunteers and staff against any and all liability, loss, costs, damages, expenses, claims or actions, or demands arising solely out of or by reason of any negligent act or omission of the City of Mason, its employees, directors, officers, agents, volunteers and other persons acting in its behalf in the execution, performance or failure to adequately perform the obligations pursuant to this agreement.

The Chamber of Northeast Cincinnati in conjunction with the 2004 Mason Heritage Festival to be held on August 28th, 2004 agrees to indemnify and hold harmless the City of Mason and its employees, directors, officers, agents, volunteers and staff against any all liability, loss, costs, damages, expenses, claims or actions, or demands arising solely out of or by reason of any negligent act or omission of the Chamber of Northeast Cincinnati, its employees, directors, officers, agents, volunteers and other persons acting in its behalf in the execution, performance or failure to adequately perform the obligations pursuant to this agreement.

For City of Mason:


Scot F. Lahmer

For The Chamber of Northeast Cincinnati:



Approved as to form:


Mason Law Director