

TOWN OF TISBURY

OFFICE OF THE SELECTMEN

BOX 1239 - 51 SPRING STREET
VINEYARD HAVEN, MASSACHUSETTS 02568

TEL: (508) 696-4200

FAX: (508) 693-5876

www.tisburyma.gov

**Memorandum of Understanding
For Site Rental for Outdoor Events at the Marine Hospital Site,
151 Lagoon Pond Road, Tisbury, MA
Made as of June 30, 2015**

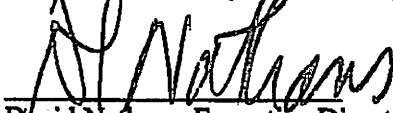
The Martha's Vineyard Museum, Inc. proposes site rental of the premises located at 151 Lagoon Pond Road, Tisbury, MA 02568 and shown on Tisbury Assessors' Map 9A, as parcel 25 (the "Property"). The Martha's Vineyard Museum proposes up to a total of 12 social function and/or fundraising-type events over the May through October seasonal period for calendar years 2015 through 2017.

The Town of Tisbury, Massachusetts, acting by its Board of Selectmen ("Town"), with an address of 51 Spring Street, PO Box 1239, Vineyard Haven, MA 02568, and Martha's Vineyard Museum, Inc. ("Martha's Vineyard Museum"), as the owner of property with an address of 151 Lagoon Pond Road, Tisbury, MA 02568, and shown on Tisbury Assessors' Map 9A, as parcel 25, with a mailing address of 59 School Street, PO Box 1310, Edgartown, MA 02539, subject to the terms, conditions and restrictions set forth herein, hereby agree to and enter into this Memorandum of Understanding ("MOU") as follows:


1. No more than 12 events total shall take place at the Property between the months of May and October. No more than 8 events of the 12 events permitted shall take place during the peak two-month period of July and August. If there is a Friday event, there shall be none scheduled for the rest of the weekend.
2. Music shall not be amplified, and shall be limited to "unplugged music" only.
3. Events shall not take place before 11:00 A.M. and shall end by 10:00 P.M.
4. The Martha's Vineyard Museum shall be responsible for notifying the Town's Police, Emergency Management Service and Fire Departments in advance of all events, including details concerning the number of attendees, date and times, and shall be responsible to coordinate traffic control and parking for the event.
5. If directed by the Tisbury Police Department, traffic control officers shall be provided for the event at the expense of the Martha's Vineyard Museum.
6. All parking for the event shall be on-site. The Martha's Vineyard Museum shall ensure that parking in excess of what is available on-site shall be provided through a remote parking arrangement. Event parking shall not be permitted on adjacent public ways.
7. The Martha's Vineyard Museum shall be responsible for providing proper sanitary facilities and rubbish removal for events.

8. The Martha's Vineyard Museum agrees to the terms, condition, and restrictions set forth in this MOU. Violation of any terms, conditions or restrictions shall result in automatic rescission of the MOU.
9. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. It is agreed that the terms, conditions and restrictions set forth in this MOU shall not prejudice the Town in future decisions concerning the use of the Property or constitute a waiver of local zoning or other applicable local, state or federal regulation or law.
10. The Board of Selectmen, as signatory, agrees that, so long as this MOU remains in effect, the Town will take no action to prohibit the use of the Martha's Vineyard Museum Property for such social function and fundraising events, provided the Martha's Vineyard Museum conducts such events and uses the Property in accordance with applicable law. It is the intention of the parties that this MOU will remain in effect so long as the parties continue to honor the terms and provisions hereof.
11. This MOU shall have a term extending to December 31, 2017, but may be terminated if one party notifies the other in writing, by mail at the respective addresses noted above, of its desire to terminate. The MOU shall terminate twenty-one (21) days from the date the recipient receives notification of termination from the other party.

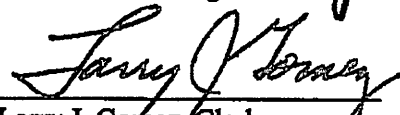
The Martha's Vineyard Museum, Inc.


David Nathans, Executive Director
duly authorized

Town of Tisbury,
By its Board of Selectmen


Tristan R. Israel, Chairman


Melinda F. Loberg


Larry J. Gomez, Clerk