

**Memorandum of Understanding  
Between Martha's Vineyard Museum and Tisbury Select Board  
For Site Rental for Outdoor Events at the Martha's Vineyard Museum  
151 Lagoon Pond Road, Tisbury, MA  
Made as of May 11, 2021**

WHEREAS, the mission of the Martha's Vineyard Museum is to inspire all people to discover, explore and strengthen their connections to this Island and its diverse heritage and to curate unique and inspiring experiences vital to creating a more informed and connected community; and

WHEREAS, the Town of Tisbury is the host community for the Martha's Vineyard Museum, which is situated within the state designated Vineyard Haven Harbor Cultural District; and

WHEREAS, the Town of Tisbury acknowledges the Martha's Vineyard Museum as a critical partner in securing said cultural district designation from the Massachusetts Cultural Council; and

WHEREAS, the Martha's Vineyard Museum provides a year round educational and cultural venue for the Town and Island, and

WHEREAS, 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"); and

WHEREAS, In compliance with the Martha's Vineyard Commission's Decision, DRI No. 665, the Martha's Vineyard Museum proposes to conduct up to a total of 12 allowable site rentals for social functions and/or fundraising-type events during the May through October seasonal period for calendar years 2021 through 2023.

NOW, THEREFORE, the Tisbury Select Board (the "Town") acting on behalf of the Town of Tisbury, Massachusetts, with an address of 51 Spring Street, PO Box 1239, Vineyard Haven, MA 02568 (the "Board"), and the Martha's Vineyard Museum, Inc. (the "Museum"), as the owner of and having its place of business at the Property, pursuant to the Town of Tisbury Special Events Guidelines and Procedures dated November 15, 2016, (attached hereto as Exhibit A.) and further subject to the additional terms, conditions and restrictions set forth herein, hereby agree to and enter into this Memorandum of Understanding ("MOU") as follows:

1. Per the Martha's Vineyard Commission's Decision, DRI No. 665, no more than twelve private event rentals (such as private weddings) shall take place at the property between the months of May and October. No more than 8 of the 12 private event rentals shall take place in July and August. If there is a private event rental on a Friday in July or August there shall be no further private event rentals for the rest of the weekend.
2. Any person renting the property for a private event must be a member of the Museum.
3. Private events shall not take place before 11:00 A.M. and shall end by 11:00 P.M.
4. A total of six of the twelve private event rentals may have amplified music outdoors, subject to any noise bylaws and regulations in the Town of Tisbury. Outdoor amplified music, whether for private rental events or Museum fundraising and educational events, shall cease by 10:00 P.M.

Non-amplified music, and amplified music within the Museum building, may be played but must cease by 11:00 P.M. and must be of such a volume that noise shall not travel off the property.

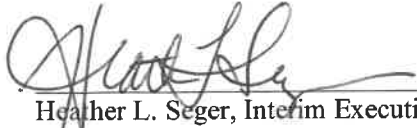
5. For any private or other events held on the Property, the Museum shall ensure compliance with all rules and regulations of the Town of Tisbury related to noise, illumination, odor, the serving of alcohol, tent permitting, and any other matter relating to the use of the Property.
6. In addition to the 12 private rentals, the Museum shall also be entitled to hold Museum fundraising events (such as the Evening of Discovery) and educational events (such as lectures, poetry readings and musical performances), which are for the purpose of supporting or promoting the Museum's mission and corporate purposes, both indoors and outdoors, that comply with all local and applicable bylaws and regulations.
7. For so long as this MOU is in effect, the Museum shall make a voluntary donation to the Town of Tisbury in the amount of \$5,000.00 on every July 1<sup>st</sup> during the term hereof. The parties acknowledge that the donation may not be made in any year when the Museum is prevented from holding, or it is practically impossible for the Museum to hold, private events (such as weddings) due to an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine or travel ban, war, acts of terrorism, weather event, order of government or civil or military authorities, and/or a similar circumstance.
8. The Museum shall be responsible for making application and paying the license fee for a one day Alcohol License for each event held on the Property at which alcohol is proposed to be served.
9. The Museum shall create floor plans for events utilizing the interior of the Museum building when food or drink is to be served. The floor plans shall be prepared by a registered design professional, contain table and chair layouts, and provide a maximum occupant load. These floor plans will be used for, and shall be a prerequisite for, the issuance of a Temporary Certificate of Occupancy by the Building Inspector for such events. The parties acknowledge that under the State Building Code occupancy classification and limits for the Property will vary depending on use of the interior of the Museum building.
10. The Museum shall confine tents and other exterior event use to the front lawn area between Lagoon Pond Road and the Museum building, the courtyard area between the Museum building and the boat display barn, and the catering pad area, as shown on the site plan attached hereto – "Master Plan Events Martha's Vineyard Museum MV Commission Hearing – 3.09.17." At no time shall vehicles or structures be allowed to block the 15 foot emergency service access drive.
11. The Museum shall be responsible for notifying the Town at least 30 days in advance of all events, and shall be responsible to coordinate traffic control and parking for the event. For this purpose, and unless the Town provides notice otherwise, the Museum shall be responsible for submitting a complete special event application form, along with all required permit applications, in the Tisbury OpenGov online permitting portal at least 30 days in advance of all events.
12. The Museum shall arrange for traffic control officer(s), through the Town of Tisbury Police Department when it is reasonably anticipated that the number of event attendees and staff will exceed the number of on-site parking spaces at the Property. The quantity and location of traffic control officers, and the duration of their detail assignments, shall be determined by the Tisbury

Police Chief or Chief's designee. The Museum shall be responsible for the cost of these traffic control officers.

13. All parking for events shall be accommodated on the Property, Tisbury Assessor's Parcel 9-A-25. The Museum shall provide a remote parking arrangement, that includes transportation to the Property, for any event when it is reasonably anticipated that the number of attendees and staff will exceed the number of on-site parking spaces at the Property. Event parking shall not be permitted on adjacent public or private ways. Event parking at Veterans Memorial Park is permitted only with prior approval from the Town of Tisbury. Event parking at the Vineyard Haven Post Office is permitted only with prior approval from the United States Postal Service. The Museum shall advise attendees to park at only approved locations.
14. The Museum shall be responsible for providing proper sanitary facilities and rubbish removal for all events at the Property. At least two portable toilets shall be provided for all events with an estimated attendance in excess of 200 persons. Bathrooms within the Museum building should be reserved for persons requiring handicap accessibility and for adult and child family use.
15. The Museum agrees to the terms, conditions, and restrictions set forth in this MOU. Violation of any terms, conditions or restrictions shall result in automatic rescission of the MOU.
16. The 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.
17. The Museum's authorized representative shall review the implementation of, and operations under, the MOU with the Town Administrator and Tisbury Building and Zoning Inspector prior to the expiration of each calendar year to evaluate logistics and operational policies and procedures.
18. The Select Board, as signatory, agrees that, so long as this MOU remains in effect, the Town will take no action to prohibit the use of the Museum Property for such social function and fundraising events, provided that the Museum conducts such events and uses the Property in accordance with the terms and conditions of this MOU and applicable law. It is the intention of the parties that this MOU will remain in effect for its term so long as the parties continue to honor the terms and provisions hereof.
19. This MOU shall be in effect for the period commencing January 1, 2021 and ending December 31, 2023. The Town shall have the right to terminate the MOU, on thirty (30) days' written notice to the Museum, for the Museum's violation of the terms hereof.
20. Any notices by the parties hereunder shall be sent by USPS mail or in-hand delivery to the applicable party at the addresses stated in the recitals above.

*[signatures on following page]*

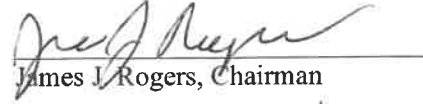
The Martha's Vineyard Museum, Inc.



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Heather L. Seger, Interim Executive Director  
duly authorized

Town of Tisbury,  
by its Select Board



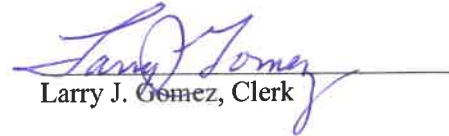
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James J. Rogers, Chairman



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Jeff Kristal



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Larry J. Gomez, Clerk