CITY OF EAST LANSING –
ALL-OF-US EXPRESS CHILDREN’S THEATRE
AGREEMENT

THIS AGREEMENT, made this 9 day of April, 2019 (the “effective date”) between ALL-OF-US EXPRESS CHILDREN’S THEATRE, a Michigan nonprofit corporation, with its registered office at P.O. Box 1871, East Lansing, MI 48826 (“AECT Nonprofit”), and the CITY OF EAST LANSING (“COEL”), a Michigan municipal corporation, with its principal offices located at 410 Abbot Road, East Lansing, MI 48823, acting through its Department of Parks, Recreation and Arts (“Department”) (herein the AECT Nonprofit and COEL shall be referred to collectively as “the Parties”), supersedes the Agreement effective August 25, 2009 between COEL and the AECT Nonprofit.

1. RECITALS:

1.1 Since 1989, the AECT Nonprofit has served the youth of the greater Lansing area with its mission, “To offer young people of all backgrounds, cultures, and lifestyles the opportunity to produce professional quality plays, study many aspects of the dramatic arts, and develop valuable life skills while providing outstanding entertainment to the community.” The AECT Board of Trustees (“AECT Board”) is the body that administers the 501(c)(3) AECT Nonprofit organization.

1.2 COEL has as its mission, “Quality services for a quality community”.

1.3 The program and activities of the AECT Nonprofit were housed within COEL to become a separate program (“AECT Program”) of the Department, effective August 25, 2009.

1.4 COEL owns and, through the Department, operates the East Lansing Hannah Community Center (“ELHCC”), including the Albert A. White Performing Arts Theater, which has served the AECT Nonprofit well as a venue for its programs and performances. The ELHCC is suitable for the annual program, including camps, workshops, and shows historically conducted by the AECT Nonprofit prior to the 2009 Agreement between the Parties. COEL also has available through the ELHCC the administrative personnel, services, and additional physical plant necessary to maintain, support, and expand the educational and artistic activities of AECT Nonprofit.

1.5 NOW, THEREFORE, IT IS AGREED by and between the Parties hereto as follows:
2. AECT PROGRAM

2.1 The AECT Program is a collaborative effort between the AECT Nonprofit and COEL, with the shared mutual goals of success of the AECT Program and pursuit of the AECT Nonprofit mission stated above.

2.2 The AECT Board, including the ex-officio members of the Board, conducts Strategic Planning at least once every three (3) years to establish a plan for Board development (i.e., membership recruitment and retention, grant writing, fundraising, and sponsorships) and improvement of the AECT Program. The AECT Board will collaborate with COEL on Strategic Planning. The goals and objectives developed at Strategic Planning will be discussed during the semi-annual meetings outlined under 9. Communication.

2.3 The AECT Program strives to offer main stage shows, a Guild Program for each show, summer camp, and other activities identified and agreed upon by COEL and AECT Board in advance of the season.

3. REVIEW AND TERMINATION OF THE AGREEMENT

3.1 This Agreement will be reviewed annually in January jointly by COEL and the AECT Board to determine if any terms of the Agreement need to be amended.

3.2 This Agreement may be terminated, upon either a majority vote of the AECT Board or request of COEL, subject to 90 days’ prior written notice to the other Party, unless said termination is mutually agreed upon by the Parties. This Agreement shall automatically terminate upon the cessation of the AECT Program or the loss of use of ELHCC. Upon termination of this Agreement, the AECT Nonprofit at its own expense will remove the personal property it owns ("AECT Personal Property") from ELHCC as quickly as is reasonably practical. (A list of AECT Personal Property currently stored at ELHCC or used in the AECT Program is attached as Exhibit A).

4. AECT NONPROFIT/BOARD OF TRUSTEES

4.1 The AECT Nonprofit’s role and function is to recruit, grow and maintain its membership; serve in a consultant/ advisory capacity to the AECT Program; provide input into the continuous improvement of the AECT Program; engage in outreach; provide financial support for the AECT Program; and promote the AECT Strategic Plan goals and objectives.

4.2 The AECT Nonprofit will operate as a separate Michigan nonprofit, non-stock corporation, subject to its bylaws, qualified under Section 501(c)(3) of the Internal Revenue Code. The AECT Nonprofit is responsible for filing all tax returns and annual reports required to maintain its status as a corporation qualified under Section 501(c)(3) and shall hold COEL harmless from any responsibility or liability for such reports. The AECT Nonprofit shall provide COEL with a copy of its annual financial statement, tax returns, and other reports as may be required to be filed by it to maintain its corporate status in good standing, and shall provide such other information as
COEL or its auditors shall require in connection with the performance of COEL’s annual audit. To the extent that COEL requests or requires information beyond that which the AECT Nonprofit is required to compile or maintain under applicable law, the AECT Nonprofit will provide such information at the sole cost and expense of COEL.

4.3 COEL’s Department of Parks, Recreation and Arts AECT Program Coordinator and Artistic Director ("AECT AD") may each serve as ex-officio/non-voting members of the AECT Board. The ex-officio responsibility and function is stated in the AECT Ex-Officio Board Job Description. (See Exhibit B).

4.4 COEL full- or part-time employees, seasonal employees or contract staff working for the AECT Program may serve on the AECT Board as non-voting members for the duration of their paid service with COEL. COEL full- or part-time employees, seasonal employees or contract staff working for the AECT Program may serve as voting members of the AECT Board by foregoing payment and volunteering their time for the duration of their service to the AECT Program.

4.5 The AECT Nonprofit will not, directly or indirectly, sponsor, offer, conduct, or support any Children’s Theatre Program or activity in any other location other than ELHCC in the greater Lansing area, without the prior written consent of COEL, which shall not unreasonably be withheld.

4.6 COEL will not, directly or indirectly, sponsor, offer, conduct, or financially support any Children’s Theatre Program activities other than those affiliated with the AECT Program without prior written consent of the AECT Board, which shall not be unreasonably withheld.

4.7 The AECT Board will reimburse COEL for all cast/crew scholarships approved and awarded by the AECT Board President in keeping with AECT’s Scholarship Policy.

5. FACILITIES/PROPERTY

5.1 The AECT Program is administered by COEL, and an internal facility use fee is assessed by COEL for AECT Program activities. The AECT Nonprofit does not lease or rent space. COEL will make available to the AECT Nonprofit, space at the ELHCC for 50 hours per year (based on availability) for fundraisers and social activities for the AECT Program, at no charge to the AECT Nonprofit.

5.2 The AECT Nonprofit has an extensive collection of costumes, props, makeup and set materials. (See Exhibit A, setting forth a list of property belonging to the AECT Nonprofit and COEL, respectively.) The AECT Nonprofit will provide these items to COEL to use for AECT programs, and COEL will maintain and store these items at ELHCC to use for AECT programs. Periodically, the number of these items may need to be reduced through disposing or purging. COEL will reduce the size of the collection, and AECT Nonprofit will have 10 days to remove those items at its own expense. After 10 days, COEL has the right to dispose or purge these items if not claimed by the AECT Nonprofit. In the event this Agreement is dissolved or terminated, the AECT
Nonprofit will remove these items from ELHCC at its own expense.

5.3 COEL shall be responsible for costs of damage to and/or loss of AECT Nonprofit Personal Property caused by COEL, other than reasonable wear and tear. The cost of any damage to the property is to be measured by actual market value of the property at the time of the damage, not the replacement cost.

5.4 Any Personal Property purchased by the AECT Nonprofit with its funds or grants, sponsorships or donations awarded to the AECT Nonprofit is the sole property of the AECT Nonprofit.

5.5 COEL may rent or loan AECT Nonprofit Personal Property with permission of the AECT Nonprofit. Any revenue generated by that rental belongs to the AECT Nonprofit.

5.6 COEL will grant the AECT Board access to the AECT Nonprofit Personal Property stored or used at ELHCC upon advance notice to COEL's Program Coordinator.

5.7 The Parties commit to pursuing opportunities to incorporate enhanced and updated technology in the AECT Program productions. Additionally, the Parties recognize and value the unique Guild Program offered by the AECT Program, and recognize the importance of dedicated space to maintain the quality, integrity and strength of the Guild Program. Dedicated space means that, for the duration of a show if feasible, Guild crews will work in specific areas designated by COEL prior to each program where supplies, costumes, props, sets and make up can be readily accessed and stored.

6. BUDGET AND FINANCE

6.1 COEL shall have the sole and exclusive responsibility for payment of all costs and charges attributable to the AECT Program to be operated by COEL. COEL shall establish a separate Children's Theatre Division which will be supported as a separate division of COEL's Park and Recreation Fund, a special revenue fund of COEL.

6.2 Other than the amount of funds that the AECT Nonprofit commits annually to the Children's Theatre Program as determined in connection with COEL's annual budget for this division, the AECT Nonprofit shall have no liability for any costs or charges attributable to the Children's Theatre Program operated by COEL.

6.3 The Parties will share respective AECT Nonprofit proposed and actual yearly income and revenue budgets when COEL invoices the AECT Nonprofit for reimbursement. The AECT Program Budget will reflect expenditures that are usual and customary. Fees charged to the AECT Nonprofit as part of the AECT Nonprofit Contribution will reflect actual costs (which shall include proportionate overhead).

6.4 The Parties will discuss and agree on the minimum annual financial Contribution from the AECT Nonprofit to COEL for the administration of the AECT Program for the upcoming year.
minimum, the Contribution will be equal to the anticipated grant and sponsorship the AECT Nonprofit is committed to generating. If grants and/or sponsorships awarded to the AECT Nonprofit exceed the agreed total Contribution amount for the specific year the funds are to be applied, the AECT Nonprofit will raise the Contribution amount for that year to minimally equal the total amount of AECT Nonprofit grant and sponsorship revenue.

6.5 At monthly AECT Board meetings, COEL will keep the AECT Nonprofit informed of the progress of the AECT Program Budget. The decision to raise the Contribution will be made by the AECT Board at the June AECT Board meeting when the AECT Nonprofit is in the best position to determine additional funds that are available to contribute. If the contribution is to be reduced, AECT Nonprofit will inform COEL by February 1 of each year of this Agreement.

6.6 COEL will invoice the AECT Nonprofit at minimum four times per year taking into consideration the grant and sponsorship specificities. The AECT Nonprofit will review and disburse funds to cover the identified costs. Funding discrepancies will be discussed between an AECT Board President and COEL Parks and Recreation Director.

Participation and Admission Fees

6.7 All participation fees, admission fees, and revenue generated by the programs, activities and performances offered as part of the Children’s Theatre Program shall be the revenue and property of COEL.

6.8 All optional First Read fees (i.e., t-shirts, DVDs, party and best wishes ads) will be the income and property of COEL, and any expenses incurred by COEL associated with these items are the responsibility of COEL.

Membership Fees

6.9 All membership fees received by the AECT Nonprofit are the revenue and property of the AECT Nonprofit.

Grants and Sponsorships

6.10 The AECT Nonprofit will support the AECT Program by writing and applying for grants and sponsorships for the administration of the AECT Program at the ELHCC. The Parties will collaborate, discuss grant and sponsorship opportunities, and keep each other reasonably informed regarding grant and sponsorship availability, application intentions and specific activities after grants or sponsorships are awarded. All grant and sponsorship information, budgets, grant narratives, and information concerning the AECT Program, will be shared between the Parties.

6.11 Both Parties may write for grant funds to support the AECT Program. For any grants or sponsorship for which the AECT Nonprofit is eligible to apply, the AECT Nonprofit will have the
right of first refusal to write and apply for such grant or sponsorship.

6.12 All funds received from grants and sponsorships applied for and awarded to the AECT Nonprofit for the implementation of the AECT Program will be contributed to COEL.

6.13 When either Party has been notified of a grant award, that Party will provide the other Party with the grant or sponsoring entity’s agreement and documentation requirements. Prior to reimbursement by the AECT Nonprofit, COEL will provide documentation to the AECT Nonprofit that the grant requirements were fulfilled.

6.14 For any grants that COEL will be writing for pursuant to Section 6.11 above, COEL may use the name, trademark, logos and goodwill of the AECT Nonprofit to write for grants to support AECT Program activities.

6.15 Grants and sponsorship funds raised by the AECT Nonprofit for purposes other than the administration and operation of the AECT Program will remain the revenue and property of the AECT Nonprofit.

Fundraising

6.16 The AECT Nonprofit will conduct fundraisers in collaboration with COEL to offset costs associated with the administration of the AECT Program at the ELHCC. All fundraising activities, including concessions, put on by the AECT Nonprofit will be collected by the AECT Nonprofit and become the income and property of the AECT Nonprofit, and may be contributed to COEL at the AECT Nonprofit’s discretion.

6.17 The AECT Nonprofit may conduct fundraisers to raise money for AECT Nonprofit purposes other than the administration and operation of the AECT Program. Revenue raised through these fundraisers will be the property of the AECT Nonprofit.

6.18 The AECT Nonprofit will provide food concessions for AECT Program performances at ELHCC. The AECT Nonprofit will be responsible for ensuring compliance with all state and location health, safety and sales tax regulations associated with the operation of the food concessions, and all revenues and expenses from such food concessions shall belong to or be the responsibility of AECT Nonprofit. If the AECT Nonprofit decides not to provide a food concession for any AECT Program performance at ELHCC, COEL may elect to operate a food concession for that performance. If COEL operates a food concession in that circumstance, COEL will be responsible for ensuring compliance with all state and location health, safety and sales tax regulations associated with the operation of that food concession, and all revenues and expenses from that food concession shall belong to or be the responsibility of COEL.

Donations

6.19 The Parties may accept monetary donations. Revenue received through donations
attributed to a particular Party will be the property of that Party, and may be contributed to the AECT Program budget at that Party’s discretion. When the Parties receive donations and the donor specifies the purpose of the donation, the Parties will utilize the donated funds exclusively for the specified purpose.

6.20 All donations of tangible items to the AECT Nonprofit are the property of the AECT Nonprofit unless specified that the donation is to COEL. COEL will supply the donor a letter for tax purposes for donations made to COEL. COEL reserves the right to refuse any donation of a tangible item to the AECT Nonprofit.

Program Advertising

6.21 The Parties may secure advertisements for the AECT Program’s printed show programs. Revenue generated from those advertisements shall be attributed based on the advertiser’s payment. If the entity placing the advertisement writes a check or attributes funds to COEL, the funds shall be attributed to COEL. If the entity placing the advertisement writes a check or attributes funds to All-of-us Express Children’s Theatre, the funds shall be attributed to the AECT Nonprofit.

7. ADMINISTRATIVE/PERSONNEL

7.1 The AECT AD and Assistant Artistic Director (AECT AAD) are employees of COEL and not the AECT Nonprofit. COEL is responsible for all aspects of their employment, including but not limited to identifying staff roles/responsibilities, employment status, authority to hire/terminate, and organizational structure. COEL shall assume full and complete responsibility for the payment of all federal, state, and local taxes or contributions (including retirement and pension contributions) imposed or required by law with regard to any and all COEL employees engaged in the AECT Program. The AECT Nonprofit has no responsibility for the employment of the AECT AD, AECT AAD or any other COEL employee, or any tax liabilities stemming from their employment by COEL.

7.2 Decisions affecting the AECT AD and AECT AAD and their employment will be discussed between COEL Program Coordinator and the AECT Board President. COEL reserves the right to not discuss or share confidential employer/employee information.

7.3 COEL with input from the AECT AD will hire and supervise all such contract and seasonal employees as necessary to conduct the programs, activities, and performances to be offered through the AECT Program. When COEL personnel are working on AECT programs but also work in multiple roles for COEL, or have multiple assignments, COEL will attribute only AECT hours toward the AECT Program Budget.

7.4 The AECT Board may elect to pay registration and related fees for the AECT AD and the AECT ADD for approved professional development, which expenses will be independent of the AECT Nonprofit Contribution.
8. SHOWS/ SEASONS/SEPARATE ACTIVITIES

8.1 The Parties recognize and value the AECT Nonprofit's commitment to participation in the artistic direction of the AECT Program. The AECT AD will coordinate the show selection process and keep the AECT Board reasonably informed, at regular AECT Board meetings, about the process and potential shows under consideration. The AECT Nonprofit will have opportunities to participate in the selection process and will have input at AECT Board meetings. When practical, a diverse selection committee may be formed for show selection purposes, including engagement of a diverse group of stakeholders and AECT youth members, that will read, evaluate and discuss scripts under consideration.

9. COMMUNICATION

9.1 The AECT Board, COEL Program Coordinator and AECT AD will meet regularly, preferably monthly, to review the Program activities. COEL will inform the AECT Board of any Program offerings that carry the name All-of-us Express Children's Theatre, the Program's budget/finances, facilities, progress on strategic planning goals and objectives. Before implementing any new Program offering, COEL through the Program Coordinator and AECT AD will discuss such offering with the AECT Board, and the AECT Board will have an opportunity to provide input into that offering.

9.2 The AECT Board's representative(s) shall meet and consult at a minimum twice annually (January and June) with COEL's Director of Parks, Recreation and Arts to review the programs, activities, budget/finances, facilities, and performances to be offered by the AECT Program. Specifically included in this review will be preparation of the annual activity program, AECT Program budget and fiscal practices, and the AECT Board strategic planning goals and objectives.

10. TRADEMARKS/LOGOS/NAMES/WEBSITE

10.1 The AECT Nonprofit owns the Mark, including the name, trademark, copyrights, logos and all associated goodwill, of All-of-us Express Children's Theatre. The AECT Board hereby grants for $1.00, permission for COEL to use the Mark of the AECT Nonprofit to promote and report on the AECT Program on brochures, marketing materials, COEL website, grant reports and show programs, so long as COEL offers the programs and activities described in this Agreement and only for the purpose of promoting the AECT Program. The AECT Nonprofit website URL shall be used on all AECT Program publications.

11. INSURANCE/INDEMNIFICATION

11.1 The Parties are each responsible for securing and maintaining general liability insurance, and each Party shall name the other as an additional named insured and loss payee.
12. DEFINITION OF PARTIES' ROLES

12.1 The Parties' relationship shall be defined solely by the express terms of this Agreement, and neither the cooperation of the Parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the Party, nor shall either Party or their agent be deemed to be the agent or employee of any other Party to this Agreement.

13. MODIFICATIONS

13.1 This Agreement may be modified or amended only by a written instrument expressly referring hereto and executed by COEL and the AECT Nonprofit through their duly authorized representatives. The parties shall take such further actions and deliver and execute such additional documents as may be reasonably necessary to effectuate, without undue delay, the terms and intent of this Agreement.

13.2 In witness whereof, the parties hereto have executed this Agreement by their duly authorized agents who have signed in their representative capacities as hereinafter indicated on the date set forth following their signatures.

14. DISPUTE RESOLUTION

14.1 The Parties will attempt to resolve all disputes regarding the AECT Program by: first, discussions between the AECT Board President or an appointed designee and AECT Program staff; second, discussions between the AECT Board President or appointed designee and COEL Parks and Recreation Director; and third, discussions between the AECT Board President or appointed designee and COEL Manager.

ALL-OF-US EXPRESS CHILDREN'S THEATRE

By

[Signature]

Its

[Title]

Dated: 4/9/2019

CITY OF EAST LANSING

By

[Signature]

Its

[Title]

Dated: 4/8/19
# Exhibit A

## INVENTORY

### COEL

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>All Office Furniture (desks, cabinets, bookshelves, chairs, etc.)</td>
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<tr>
<td>Tall Storage Cabinets (2)</td>
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<tr>
<td>Office Supplies</td>
</tr>
<tr>
<td>Computers</td>
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<tr>
<td>Tables/Chairs</td>
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<tr>
<td>Administrative Supplies - paper cutters, 3-hole punch, etc.</td>
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<tr>
<td>Actors Boxes</td>
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<tr>
<td>Props supplies (glue, paint, misc.)</td>
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<tr>
<td>Large Standing Whiteboard</td>
</tr>
<tr>
<td>Rehearsal Room TV</td>
</tr>
<tr>
<td>Tool Cabinet - Gray upright</td>
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<tr>
<td>Sets Platforms</td>
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</tbody>
</table>

**7/16/2016** Ryobi 10" Miter Saw

**Drill Bits**

**8/17/2015** Ridgid 18v Comp Drill/Driver Kit

**8/26/2014** Two-way Radio Sets (2)

**8/14/2013** Table Saw w/Stand

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>Storage Totes</td>
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<tr>
<td>Keyboard</td>
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<tr>
<td>Drama Camp supplies</td>
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<tr>
<td>Dec-18 Sew Machine Janome</td>
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</tbody>
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### NON-PROFIT

Costumes Storage Contents (pre-Sept. 2018) -- non-donated costumes, fabric, patterns, sewing machines/sergers (except one) sewing supplies/notions, hangers

Sets & Set supplies (pre-Sept. 2018) -- set pieces, sets furniture, tools not listed under COEL, and flats

Props supplies

Makeup (pre-Sept. 2018) -- supplies/product, mirrors

Old DVDs & historical photos, etc.

Old scripts

Old blue mats

Wardrobe Cabinet (Black)

Portable Garment Rack

Rolling Work Bench

Tall Storage Cabinet (2 - Board & Costume)

Props Cabinets - Wood

Tool Cabinet - Red

Storage Totes

AECT artwork (on walls)