

This Memorandum of Understanding (“MOU”) is between Saris Bike Parks for Kids Foundation, Inc. (“Foundation”) and **the Town of Purcellville, Virginia, a municipal corporation** (“Grantee”).

**WHEREAS**, Foundation is a public charitable foundation organized under the laws of the State of Wisconsin with its principal office located at 5253 Verona Road, Madison, WI 53711 (“Foundation”); and

**WHEREAS**, Foundation was established by Saris Cycling Group, Inc. (“Saris”) and its owners, Christopher and Sara Fortune, to secure charitable funds which can be provided to municipalities and nonprofit organizations to assist in the development of bike, skateboard and other recreational parks to be used by the general public; and

**WHEREAS**, Grantee is a town or city government agency with its principal office located at **221 S. Nursery Avenue, Purcellville, VA 20132**; and

**WHEREAS**, a resident of Purcellville, **Michelle Caudill**, developed a vision for a bike park to be located in the Town of Purcellville, solicited and received donations for the park, and applied to the Foundation for a grant. Her application to the Foundation was submitted on March 7, 2022, and included a letter from the Purcellville Town Manager describing how the Town would contribute improvements and land to the creation of the bike park; and

**WHEREAS**, the Foundation selected Ms. Caudill’s application from among many such grant applications, to receive **\$15,000** for development of a bike park on 0.65 acres in the Town of Purcellville (“**Project**”); and

**WHEREAS**, the parties acknowledge that the grant application was submitted by Ms. Caudill, in furtherance of her vision to develop the bike park and then convey the completed project to the Town. However, since that time, Ms. Caudill and the parties agree that the Town should be the contracting party to obtain the services and materials needed to develop the park. Therefore, as acknowledged by Ms. Caudill on the signature page, the parties agree that that Foundation’s \$15,000 grant shall be made payable to the Town of Purcellville.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **Grant**: Foundation shall promptly provide to Grantee a grant of **\$15,000 USD**.
2. **Restricted Use of Funds**: Grantee acknowledges and agrees that funds provided pursuant to this MOU shall be used for the development and completion of the Project and for no other purpose, unless Grantee obtains prior written consent from the Foundation.
3. **Failure of Project**: Foundation may request that Grantee return any funds remaining if there is no activity related to the Project for more than 12 months beyond award date, or Project is not open for public use more than 36 months beyond award date.
4. **Rights of Publicity, Branding and Marketing**: Grantee hereby assigns to the Foundation and the Foundation may assign to Saris or any of its affiliates, the non-exclusive perpetual worldwide rights to feature the Project, together with all images, pictures, maps, facsimiles, names,

trademarks, or logos or any other rendering of the Project, the Grantee's organization and principals or any personnel involved in the Project, in their promotional materials for no additional compensation. Grantee hereby represents and warrants that it has and will maintain all necessary permissions to grant these Publicity, Branding and Marketing rights to the Foundation and Saris. All parties agree to coordinate any public mention of the other prior to publication.

5. Signage: No later than the time when the bike park is open for general use by the public, Grantee shall install at least one sign acknowledging the Saris Foundation's contribution to the Project, which sign shall be installed at or near one of the two bike park entrances, or at another publicly visible location that is proximate to, and directly tied to the bike park. The sign can be subordinate in size to the principal sign containing the name of the bike park, which name shall be chosen solely by Grantee. The Grantee shall design, produce, and pay for the sign acknowledging the Saris Foundation in conjunction with the production of its principal bike park sign; Grantee shall submit its sign design for approval to the Foundation prior to production of the sign, which approval shall not be unreasonably withheld.
6. Free Public Access: Once the Project is completed, it shall remain available to the general public free of charge.
7. Community Activation: The parties acknowledge that the bike park is located in a small town of 3.5 square miles, with a population of about 10,000, adjacent to a public high school. The parties further acknowledge that the bike park is centrally located within the Town and is safely accessible by bike to children of various income groups. The Grantee plans to host a grand opening of the bike park on or about June 1, 2022, to which it shall invite diverse members of the community to raise awareness of the bike park. Further, in May of this year, the Grantee will host for the second consecutive year a family bike-riding event called "Pedal Purcellville," and anticipates that in future years, the bike park will be incorporated into this event.
8. Reporting and Documents: To facilitate the Foundation in its evaluation of the success and need for community bike parks, the Grantee shall freely provide the Foundation, upon request, all documented information obtained by the Grantee and in the Grantee's possession concerning usage of the bike park and other bike park related data. [NOTE: the bike park will not be staffed, and the town does not yet know of a realistic way to gather usage data.]
9. Tax Reporting: Grantee shall provide the Foundation with written donation acknowledgement and such other information as it may request to document and substantiate the grant (donation) made under this MOU.
10. Binding Effect: This MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, affiliates, successors, and assigns.
11. Execution in Counterparts: This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Copies of the executed MOU delivered by facsimile, pdf, or email shall have the same legal effect as if delivered in person, and each party agrees to accept, and may rely upon, such documents as if they bore original signatures.



sarisfoundation.org | info@sarisfoundation.org | 608.729.6109 | 5253 Verona Road, Madison, WI 53711

Grantee understands and agrees to the foregoing terms and conditions of the Foundation's grant, and the undersigned has the authority and has been authorized to execute this MOU on Grantee's behalf.

**Award Amount: \$15,000**

**Award Date: May 1, 2022**

**Date of this MOU: May 1, 2022**

Grantee Signature:

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Name: David A. Mekarski, AICP, Town Manager

Authority: Vote by Town Council on \_\_\_\_\_, 2022

Saris Bike Parks for Kids Foundation, Inc. Signature:

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Name: Chris Fortune, Founder, Chairman of the Board

Acknowledgement Signature:

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Michelle Caudill, Grant Applicant