

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH BEND REDEVELOPMENT COMMISSION AND VALERIE LOEW

This Memorandum of Understanding (this "Agreement") is made and executed between the South Bend Redevelopment Commission (the "Commission") and Valerie Loew (the "Artist"), an individual, on the 25th day of March 2021.

WHEREAS, in December 2018, the Commission authorized the demolition of a structure at the southwest corner of Michigan Street and Monroe Street in the City of South Bend (the "City"), commonly known as Fat Daddy's; and

WHEREAS, the Artist is a resident of the City and desires to use portions of the façade saved by the Commission, descriptions of which are attached as **Exhibit A** (the "Artifacts"), for the purpose of casting molds for a project; and

WHEREAS, the Commission desires to allow the Artist to temporarily use the Artifacts to create molds to replicate them for use in her creations under the terms and conditions set forth herein.

NOW, THEREFORE, the Commission and the Artist do hereby mutually agree as follows:

I. **TERM**

This Agreement shall be effective on March 17, 2021 and continue until June 30, 2021.

II. **GENERAL TERMS**

The Commission authorizes David Relos of the Department of Redevelopment, or his designee, to work with the Artist with regard to the selection, receipt, and return of the Artifacts in accordance with the terms hereof.

III. **RESPONSIBILITIES OF THE COMMISSION**

The Commission agrees to obey all applicable local, state, and federal laws and regulations pertaining to this transaction.

IV. **RESPONSIBILITIES OF THE ARTIST**

- a) The Artist agrees to work or has worked with David Relos or his designee to select and document the Artifacts.
- b) The Artist agrees to use reasonable care with the Artifacts during transport and storage and will not permanently alter or damage the Artifacts or allow anything to permanently alter or damage them while such Artifacts are in the Artist's care, custody, and control.
- c) The Artist shall promptly return the Artifacts on or before the termination date of this Agreement.
- d) The Artist agrees to obey all applicable local, state, and federal laws and regulations.
- e) The Artist agrees to make exact replicas of the Artifacts and not to use or incorporate them in a manner that would reasonably be found offensive to the general public.

IV. **ASSIGNMENT**

Neither party may assign this Agreement without first obtaining written consent from the other party.

VALERIE LOEW

Valerie Loew 3/17/2021

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Quentin M. Phillips, Secretary

EXHIBIT A

Artifacts







