MEMORANDUM OF AGREEMENT BETWEEN INDIANA UNIVERSITY'S JACOB SCHOOL OF MUSIC AND THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION BY AND ON BEHALF OF FAIRVIEW

This is a Memorandum of Agreement on the part of Indiana University and the Jacob School of Music (hereinafter referred to collectively as "JSOM") and the Monroe County Community School Corporation by and on behalf of Fairview Elementary School (hereinafter referred to collectively as the "School").

1. Purpose and Understanding:
   a. The School has requested that JSOM loan to the School one of its practice room facilities (the "Practice Room"), to be used at the School for music instruction from July 1, 2008 through June 30, 2009 (the "Loan Period").
   b. JSOM has agreed to loan the Practice Room for use at the School during the Loan Period under the terms set forth herein.
   c. The purpose of this Memorandum of Agreement is to guide and direct the parties respecting their affiliation and working relationship in furtherance of this loan.
   d. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the students, faculty and employees of both JSOM and the School, or to any third party.

2. JSOM Responsibilities:
   a. JSOM shall arrange for the transport, set-up, and installation of the Practice Room on the School’s property.
   b. JSOM’s set-up and installation activity shall include only the physical assembly of the Practice Room. JSOM shall not be responsible for any electrical work necessary to connect the Practice Room to the School’s electrical and alarm systems nor any additional work required to prepare the site for installation.
   c. During the Loan Period, JSOM shall make itself available to the School for any inquiries, questions, and concerns relating to the School’s use and maintenance of the Practice Room.
   d. At the completion of the Loan Period, JSOM shall arrange for the breakdown and removal of the Practice Room from the School’s property.

3. School’s Responsibilities:
   a. The School shall prepare and provide an appropriate space on its property to accommodate the Practice Room.
   b. The School shall provide JSOM the necessary access to the property for set-up and installation of the Practice Room.
   c. The School shall be responsible for any and all electrical work necessary to connect the Practice Room to the School’s electrical and alarm systems. Necessary electrical work shall include, but is not limited to, i) running a 110 VAC circuit to the Practice Room’s supply and exhaust fans, ii) running a 120 VAC circuit to the Practice Room’s existing
light fixtures, and iii) connecting the Practice Room’s visual and audible alarm to the School’s system-wide alarm.

d. The School shall maintain the Practice Room in good working order and ensure appropriate use.

e. During the Loan Period, the School shall be responsible for general maintenance and upkeep of the Practice Room facility. In the event the School determines that any alteration and/or repair is needed for the continued use of the Practice Room, the School shall first obtain JSOM’s express written consent prior to making any such alteration and/or repair.

f. At the conclusion of the Loan Period, the School shall coordinate with JSOM to find a mutually agreeable time to allow JSOM access to the School to breakdown and remove the Practice Room.

g. The School shall hold Indiana University, including its officers, directors, agents, employees, affiliates, successors, assigns and any other person for whom Indiana University may be legally responsible, harmless from and against all losses, liabilities, claims and expenses whatsoever, including reasonable attorneys fees, relating to, arising out of, or in connection with this Memorandum and the services to be provided hereunder.

h. In the event that the unit malfunctions or is damaged, it is the responsibility of the School to effect repairs as approved by JSOM. In the event that a unit is irreparable, the unit will be returned to JSOM. The equipment shall not become the property of Monroe County School Corporation or School at any time.

4. Mutual Responsibilities:

a. The parties shall work together to ensure the success of this loan agreement.

b. The parties agree that this Agreement, and the loan of the Practice Room, shall terminate at the conclusion of the Loan Period. At any time prior to the expiration of the Loan Period, the parties may agree to extend this Agreement, and the Loan Period, pursuant to a mutually agreed upon signed written amendment or extension agreement.

c. Any notices or other communications required or necessary under this Memorandum of Agreement shall be provided in writing, email, fax and/or telephone to the persons identified below:

If to JSOM:
Denver Wrightsman, Facility Coordinator
Indiana University Jacob School of Music
1201 East Third Street
Bloomington, IN 47405
Phone: (812) 855-8120
Fax: (812) 856-6710
Email: denwright@indiana.edu
If to the School:
Karen Adams, Principal
Fairview Elementary School
627 West 8th Street
Bloomington, IN 47404
Phone: (812) 330-7732
Email: kadams@mccsc.edu

This __________ day of ______________________, 2008.

AGREED TO BY:

The Trustees of Indiana University

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Lorelei Meeker, University Director of Purchasing    Date

Monroe County Community School Corporation

______________________________
School Board                    Date

Jacob School of Music

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Gwyn Richards, Dean             Date

Fairview Elementary School

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Karen Adams, Principal       Date