

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this ____ day of _____, 2023 by and between the **VILLAGE OF RUIDOSO**, a New Mexico municipal corporation (“Village”) and the **RUIDOSO MIDTOWN ASSOCIATION**, a New Mexico non-profit corporation (“RMA”).

WHEREAS, RMA is a dynamic entity formed to promote the economic, cultural and historical enhancement of the traditional commercial Midtown district of the Village of Ruidoso; and

WHEREAS, RMA endeavors to maintain a livable, walkable and recreationally rich town center with opportunities to ensure an economically and recreationally vibrant Midtown district.; and

WHEREAS, RMA brings vibrancy, life, and preservation to the Ruidoso Midtown district; and

WHEREAS, RMA is a New Mexico Main Street Program member, that is leading a movement to strengthen the greater Ruidoso community through preservation-based economic development in Ruidoso’s historic commercial district; and

WHEREAS, RMA provides a powerful attraction for tourists to the Ruidoso area and is considered an important piece of the local tourism-based economy; and

WHEREAS, RMA and the Village recognize the importance of collaboration to increase tourism in the Ruidoso area and to maximize the enjoyment of the visitors to the area; and

WHEREAS, RMA is willing to invest in the community by installing and maintaining a commercial electronic variable message sign on Village property for the purpose of advertising the Ruidoso Midtown District and other community events and civic organizations within the village limits of Ruidoso.

NOW THEREFORE, the parties agree as follows:

1. The Village will provide space to Ruidoso Midtown Association on real property owned by the Village and located at Sudderth and Country Club Road, Ruidoso, New Mexico (“the location”).
2. RMA will purchase, install, maintain ownership, and sustain, at no cost to the Village, a new digital led electronic message sign classified as a commercial electronic variable message sign on the location (“the sign”). The costs of such installation and maintenance shall include any necessary upgrades or improvements to electrical services at the location.
3. Notwithstanding the provisions of Paragraph 2 above, the Village will pay all costs of monthly electrical utilities incurred for the operation of the sign.
4. The RMA will obtain liability insurance on the sign in the amount of one million and 00/100 Dollars (\$1,000,000.00) and name the Village as an additional insured.
5. RMA and the Village will work together to agree on the specifications of the sign.
6. The Village reserves the right to accept or reject the final specifications of the sign.
7. RMA will obtain all necessary permits from the Village of Ruidoso Planning Department and will maintain compliance with all local, state, and federal laws and regulations related to the sign.

8. RMA will design, create and directly upload display messages on the sign to promote RMA. The Village of Ruidoso municipal government will have secondary access to design, create and upload directly to the sign to promote established civic organizations in the greater Ruidoso area, and local Village public events and Village public festivities that the Village deems appropriate to promote the health, safety, and welfare of the community. RMA is not responsible or liable for any Village messaging or posting/uploading thereof. At no time shall the ratio of Village messaging exceed the ratio of one Village message per three RMA messages ratio (except for Village emergency messaging to protect safety of the community).
9. The Village will maintain the real property upon which the sign is located.
10. This Memorandum of Understanding shall terminate with or without cause upon written 60-day advance notice by either of the parties to the non-terminating party. Each party during this 60-day notice has right to appeal notice to appropriate oversight committee.
11. Upon termination of this Memorandum of Understanding, The party initiating the termination of this agreement shall pay all costs associated with the removal and returning the sign in full without damage to the RMA.

IN WITNESS WHEREOF, the parties have herein below set their respective hands.

Approved this ____ day of _____, 2023.

VILLAGE OF RUIDOSO

Lynn Crawford, Mayor

(SEAL)

ATTEST

Jini Turri, Village Clerk

RUIDOSO MIDTOWN ASSOCIATION, INC.

By: _____

Its: _____