MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE
AND HOPE INCLUDED

This Memorandum of Agreement (**"Agreement"**) is made as of _____, 2026 (the **"Effective Date"**), by and between the TOWN OF SIGNAL MOUNTAIN, a Tennessee municipal corporation (the **"Town"**) and HOPE INCLUDED, a Tennessee nonprofit corporation (**"Hope Included"**).

The Town and Hope Included share the goal of building an inclusive playground at Althaus Park, a public park located at 809 James Blvd, Signal Mountain, TN 37377 (the "**Park**"), where children of all abilities can play together.

The Park is owned by the Town, and Hope Included is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and has raised funds and committed to support the playground project financially, as set forth in this Agreement.

The parties enter this Agreement, in consideration of the promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to describe how they will work together to complete the playground.

1. Term. Except as provided in Section 8 hereto, the term of this Agreement shall begin on the Effective Date and shall continue until the Town Acceptance (as defined in Section 7), unless otherwise ended sooner by written agreement of the parties.

2. The Playground Installation. Hope Included will contract with Bliss Products and Services, a subsidiary of PlayCore (the "**Vendor**") to install all-inclusive playground equipment at the Park within the playground area shown on the final plans approved by the Town on the Effective Date (the "**Playground Pad**"), to construct a new playground to be known as the "**Dahlia Playground**" (the "**Playground Installation**"). Before construction begins, Hope Included shall provide the Town a copy of the agreement with Vendor ("**Vendor Contract**") and the final plans and specifications for the Playground Installation (the "**Playground Plans & Specs**"). The Vendor Contract shall require the Vendor to be properly licensed and insured and indemnify the Town (as well as Hope Included) from and against any loss, cost, or damage arising from Vendor's performance of work described in the Vendor Contract.

Hamilton County has separately authorized the purchase of certain playground equipment for donation to the Town. Hamilton County is not a party to this Agreement, and nothing in this Agreement binds Hamilton County or guarantees completion of the County's purchase or donation. The Town will accept the donated equipment through its donation policy, donation form, and approving resolution of the Town Council. The County's purchase and the Town's acceptance of the equipment are separate from Hope Included's vendor contract and do not make the Town responsible for any County or vendor obligation.

Hope Included shall arrange and pay for all Playground Installation costs that are not included in Hamilton County's equipment purchase or separately approved and funded by the Town. This includes the manufacturer's final grading, installation, surfacing, and related project costs. The Playground Installation shall be performed in accordance with plans and specifications created by Vendor.

The Town shall make the Playground Pad available for the approved work and will grant reasonable construction access to Hope Included and the Vendor. This permission does not grant Hope Included or the Vendor any lease, easement, or other property rights in Althaus Park.

3. The Town's Work. The Town will pay for a qualified engineer, selected by the Town, to prepare an initial grading plan for the Playground Pad (the "**Grading Plans**"). Selection of the engineer and approval of the engineering agreement shall follow the Town's normal approval and purchasing requirements.

The Town's Public Works Department will remove the existing playground equipment from the Playground Pad and perform the initial grading shown on the Grading Plans. The Town will also obtain a survey of the Playground Pad and such other inspections or testing required by Vendor as a condition of Vendor commencing the Playground Installation. The removal, surveying and grading work described in this Section 3 is referred to as the "**Prep Work.**"

The Town may undertake other improvements around the playground that the Town determines are appropriate to support safe and accessible public use. Any such additional work shall be subject to final design, available funding, and approval by the Town Council. This Agreement does not commit the Town to an additional expenditure or park-wide improvement. The Prep Work, together with any additional improvements the Town elects to undertake under this Section 3, is collectively referred to as the "**Town's Work.**"

4. Coordination and Construction Scheduling. The Town shall provide to Hope Included (for distribution to Vendor) a copy of the Grading Plans. Hope Included shall provide to the Town (for distribution to its engineer) a copy of the Playground Plans & Specs. The parties shall coordinate in good faith in connection with the Prep Work and the Playground Installation to ensure proper and expeditious completion of the playground. The Town shall commence the Prep Work promptly after the Effective Date and shall thereafter diligently pursue completion of the Prep Work so that Hope Included can commence the Playground Installation. The Town shall regularly update Hope Included of the status of the Prep Work so that Hope Included may mobilize Vendor as completion nears. Upon completion of the Prep Work, the Town shall send written notice to Hope Included and Vendor, authorizing the Playground Installation to proceed. If Vendor determines in its commercially reasonable discretion that any portion of the Prep Work has not been properly completed as required by this Agreement, then it shall send written notice of the same to the Town, and the Town shall have the opportunity to meet with Hope Included and the Vendor to determine what steps should be taken, if any, to address the Vendor's concerns, and then take such steps. The parties shall also coordinate in good faith in connection with the Playground Installation and the remainder of the Town's Work (other than the Playground Installation) such that neither party unreasonably interferes with the work of the other, including coordination on construction scheduling.

5. Signage. The Town shall install signage, designed by Hope Included and approved by Town Council, at the Park recognizing fundraising efforts in connection with the playground and this Agreement.

6. Insurance. Prior to commencement of the Playground Installation and throughout the Term, Vendor must maintain commercial general liability insurance (including contractual liability) covering the Playground Installation and naming Hope Included and the Town as additional insureds. Hope Included shall ensure Vendor's compliance with this Section and shall send to the Town certificates of insurance to indicate such compliance.

7. Completion of the Playground Installation. After Vendor's completion of the Playground Installation, the Town may inspect the same to confirm compliance with the Playground Plans & Specs, and request reasonable corrections of incomplete, defective, unsafe, or nonconforming work ("Punch List Items") by Vendor. Hope Included shall ensure that such inspection right is included in the Vendor Contract and shall reasonably coordinate with the Town and Vendor in connection with such inspection. After the Town's inspection (and Vendor's completion and correction of any Punch List Items raised by the Town's inspection), the Town shall send written notice to Vendor and Hope Included indicating its acceptance of the Playground Installation (the "**Town Acceptance**"). Before requesting Town Acceptance, Hope Included shall assign and transfer to the Town any warranties or certifications (and deliver to the Town any manuals or other documentation) issued by Vendor in connection with the Playground Installation, including proof of payment.

8. Town Control of the Park. The parties acknowledge and agree that the Park is and shall at all times remain property of the Town, and this Agreement does not grant to Hope Included any lease or other property interest in or to the Playground Pad, Playground Installation or the Park. Hope Included shall have no responsibility for the operation or maintenance of the playground, except that Hope Included shall ensure that the Vendor Contract requires Vendor to maintain the Playground Pad in safe condition in accordance with law and industry standard throughout the Playground Installation. The Town will operate, maintain, and repair the playground as part of Althaus Park, consistent with the Town's normal practices and available funding. The Town obligates itself by acceptance of the donation of the Playground Installation to preserve the Playground Pad at the Park as an accessible playground, consistent with the intent of this Agreement for the reasonable useful life of the playground equipment to be determined by the Town based on condition, safety, manufacturer's guidance and repair or replacement costs. The Town shall have the right but not the obligation to build an accessible playground on an alternate site, if desired. The Town will operate and maintain the playground as an accessible public facility and when repairs, replacements, or modifications become necessary, will make a good-faith effort to preserve substantially comparable accessibility, subject to safety, product availability, cost, available appropriations, and the Town's normal budgeting and purchasing processes. The Town's obligations under this Section 8 shall survive Town Acceptance and shall terminate upon the Town's determination that the playground equipment has reached the end of its reasonable useful life based on condition, safety, manufacturer guidance, and repair or replacement costs. Upon termination of this Section 8, the Town shall have no further obligation under this Agreement to maintain the Playground Pad or any other portion of the Park as a playground or accessible playground.

9. Waiver. A waiver by either party of any terms or conditions of this Agreement shall be in writing. Either party's failure to insist on enforcement of any of the terms or conditions of this Agreement or to exercise any right hereunder, or either party's waiver of any terms or conditions does not waive any other terms, conditions, or rights, whether of the same or similar type.

10. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement.

11. Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties concerning the Playground Installation and supersedes all prior and contemporaneous oral or written communications, proposals, drafts, and understandings concerning the same subject matter.

[SIGNATURE PAGE TO FOLLOW]

The parties hereby sign this Agreement through their respective authorized signatories.

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

By: _____

Name: _____

Title: _____

HOPE INCLUDED

By: _____

Name: _____

Title: _____