

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into by and between **Paras, Inc.**, 1900 Lantaff Boulevard, Madisonville, Kentucky, 42431, and the **Hopkins County Board of Education**, ("HCBOE"), 320 South Seminary Street, Madisonville, Kentucky 42431.

WITNESSETH: For and in consideration of the benefits to both parties to this agreement, the parties do hereby agree as follows:

1. **Purpose of Agreement.** HCBOE has most recently used the Hopkins County YMCA pool for the use of its high school swim teams to practice. The YMCA is currently under repair and Paras, Inc. has generously agreed to allow the use of its facility for practice by the high school swim teams of HCBOE. This agreement is an attempt to define the agreement of the parties relative to the use of the facility.

2. **Dates.** HCBOE's swim teams from Madisonville North Hopkins High School and Hopkins County Central High School shall be allowed to use the facility of Paras, Inc. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays from 4 pm to 6 pm starting immediately.

3. **Payment.** HCBOE agrees to pay \$150 per day that the facility of Paras, Inc. is being used by its swimmers. HCBOE shall keep a record of the days used and once the season is over and HCBOE and its schools no longer need the facility, HCBOE shall notify Paras, Inc. and shall make a payment in full of all sums due under this agreement for the days the facility was used.

4. **Term of Agreement.** This agreement shall last through the end of the 2024-25 swim season which is anticipated to be February 28, 2025, if not sooner. In the event HCBOE is able to resume its activities at the YMCA, the Board is given the right to terminate this agreement upon seven (7) days' written notice.

5. **Exclusivity.** During the days the HCBOE swim teams are using the facility, during that time it shall be for the exclusive use of HCBOE and Paras, Inc. shall not allow its guests or invitees to use the facility during that time. This is being done in order that swim practice may occur in an orderly fashion.

6. **Insurance.** HCBOE shall provide a certificate of insurance showing insurance for HCBOE.

7. **Construction of Agreement.** This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky and shall be construed equally as to all parties regardless of who has prepared it.

This _____ day of _____, 2024.

Paras, Inc.

Rajendra Patel, President

Hopkins County Board of Education

John Osborne, Chairman

Attest:

Amy Smith, Secretary/Superintendent