

MEMORANDUM OF FACILITIES USE AGREEMENT

This Memorandum of Facilities Use Agreement (defined, collectively, as the “Agreement”) is made between the **Bullitt County Board of Education** (hereafter “BCBOE”), and the, **Mount Washington Football and Cheer Association** (hereafter “User”), (BCBOE and User defined, collectively, as the “Parties”).

RECITALS

A. BCBOE’s mailing address and principal place of business for this Agreement is located at **1040 Highway 44 E, Shepherdsville, KY 40165;**

B. User’s mailing address and principal place of business for this Agreement is located at; **176 Prince Ct, Taylorsville, KY 40071**

C. User seeks to utilize certain property owned by the BCBOE under the terms and conditions as set out herein.

Now, therefore, for and in consideration of the following promises, covenants and conditions, the Parties mutually agree to the following terms and conditions:

TERMS & CONDITIONS

1. **USE OF FACILITY.** BCBOE hereby permits User to use facilities within the Bullitt County Public School District (the “Facility”) as offered through the Community Use of School Facilities, provided in Policies 05.3, 05.3 AP.1, 05.31, and 05.31 AP.21, (the “Policies”) and referenced in the attached Schedule A. Approval of the use of the Facility shall be granted based on availability and principal permission.. User shall use the Facility for sport programs only and for no other event or purpose. User acknowledges that no binding or enforceable agreement use of the Facility shall exist until and unless this Agreement has been signed by User and received by BCBOE.

2. TERM OF AGREEMENT

This Agreement begins July 1 and ends June 30 of each year, and shall automatically renew for successive one (1) year terms unless either party provides written notice of their intention not to renew at least thirty (30) days prior to the end of the current term. Either party may terminate this Agreement at any time, without cause, by providing at least ten (10) days’ notice of the termination. However, BCBOE has the right to temporarily suspend use of the Facility by User or immediately terminate this Agreement without prior notice if (i) there are outstanding facility use invoices or (ii) the request is not in compliance with the Policies.

3. USER’S OBLIGATIONS.

3.1. User shall not make any alterations to the Facility, any fixtures, or equipment, unless otherwise approved by BCBOE. The Facility shall be left in a clean, safe condition. The User shall remove from the Facility all property and materials belonging to the User. If User damages the Facility, BCBOE shall have the option of either (1) requiring User, at User’s own expense and risk, to restore the

Facility to condition existing prior to the Event, or (ii) itself making the repairs and restorations to the Facility. BCBOE shall have sole and complete discretion in deciding which option to exercise. If BCBOE decides to itself make the repairs and restorations to the Facility, the costs for same shall be borne solely by User. User shall reimburse BCBOE, for any repairs or restoration necessary to repair damages to the Facility caused by the User or the attendees of the Event no later than five (5) business days after BCBOE presents User with a written statement or invoice reflecting the nature and costs of the repairs.

3.2 User shall exercise care in the use of the Facility and adjacent Campus areas and shall comply with guidelines to reduce excessive wear or damage. User agrees to keep the Facility and adjacent areas of the Campus in a clean and orderly condition and to remove all waste material at the conclusion of the Event, unless BCBOE agrees, in writing, to be responsible for cleanup, removal of waste or recycling.

3.3 User shall be responsible for the repair, maintenance, and upkeep of the fields utilized on the Facility.

3.4 If applicable, user shall keep and maintain the Facility's buildings, structures, fixtures, and all alterations or replacements thereof, HVAC, plumbing, lighting, landscaping, gates, and fences, in a clean and neat condition and repair. Buildings and structures shall be maintained in compliance with applicable building codes. User's obligation to maintain shall include all necessary repairs and replacements..

3.5 User shall pay to BCBOE a \$500 facility use fee if User is allowing teams/participants affiliated with the User, residing outside of Bullitt County (the "Affiliated Team") to use the Facility, which will be submitted in advance by July 1 and before any use of the consecutive year (or some similar wording). There is no additional facility use fee for teams/participants composed only of students within the Bullitt County District and approved to use the Facility, permitting each student athlete resides in, or attends a school within the feeder pattern of the User. If User knowingly and willing fails to report an Affiliated Team/participant, User shall be subject to a \$1,000 fine and use of the facility will be discontinued until all participants meet the defined requirements. User shall be responsible for verifying affiliated team's rosters prior to the start of each season. Verification of participants should include: full legal name of participant, grade level, date of birth, current school of enrollment, parent/guardian contact information.

4. USER'S PROPERTY. BCBOE does not insure the personal property of the User its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss.

5. PARKING AREAS.

5.1 User will be responsible for coordinating approved parking guidelines and locations with school administration of the property being utilized. User shall be responsible for repairs of damage to the parking areas of the Facility utilized by User. User will be afforded five (5) business days to cure the breach. If such breach remains uncured, BCBOE shall have the right, at its option, to cure the breach and send the invoice to User. User shall reimburse BCBOE, for maintenance or repairs needed to cure the breach, no later than five (5) business days after BCBOE presents User with a written statement or invoice reflecting the nature and costs of the maintenance or repairs.

5.2 User agrees to indemnify BCBOE and hold it harmless against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever,

including reasonable attorneys' fees and costs, that may be asserted by a third party against BCBOE in connection with the negligence or misconduct of User, its employees, agents, guests or attendees.

5.3 User agrees to indemnify BCBOE, for any damages, loss or deficiency caused to any vehicle or person in the parking areas for any reason, including, but not limited to, as a result of fire, smoke, earthquake, flooding, theft, break-in, impact by other vehicles.

6. **UTILITIES.** If applicable, User shall pay, when due, all charges for utilities furnished to the Facility or chargeable against the Facility, including, but not limited to, all charges for water, sewage, heat, gas, garbage, electricity, telephone, or other public or private utility services.

7. **INSURANCE.** User, and User on behalf of Affiliated Teamsshall assume all liability for injury to persons or property by reason of its use of the Facility and shall indemnify and save harmless BCBOE from any loss or damage thereby. User shall maintain liability, property and casualty insurance upon the Facility in amounts approved by BCBOE. BCBOE shall be named as a Loss Payee and an Additional Insured on applicable insurance coverage(s) and certificates of insurance coverage(s) shall be delivered upon execution hereof and annually thereafter to BCBOE. Any insurance provided by the User shall apply on a primary basis and shall not require contribution from any insurance maintained by BCBOE. Any insurance or self-insurance maintained by BCBOE shall be in excess of, and shall not contribute with the insurance provided by User.

8. **NON-WAIVER.** Parties agree no waiver of any provisions or the breach of any provision of this Agreement constitutes a waiver of any subsequent breach of a provision described in this Agreement nor justifying or authorizing the nonobservance of any other provisions described in this Agreement, except as amended, modified, or agreed in writing between the Parties.

9. **APPLICABLE LAW & REMEDIES.** Parties agree (i) this Agreement is construed and enforced according to the laws of the state of Kentucky, and (ii) all claim(s), counterclaim(s), dispute(s), breach(es), action(s), and other matter(s) in dispute between the Parties arising or relating to this Agreement will be decided in a court of competent jurisdiction within the state of Kentucky, county of Bullitt.

10. **SEVERABILITY.** Parties agree the remaining provisions of this Agreement will be unaffected and remain valid and enforceable to the full extent permitted by law in the event and for any reason any provision of this Agreement is held invalid or unenforceable under applicable law.

[Signatures on the Next Page.]

MEMORANDUM OF AGREEMENT

The representatives on behalf of the Parties below each personally represent and warrant possessing legal capacity and authority to acknowledge this Agreement on behalf of the Parties, and each do voluntarily acknowledge this Agreement on the effective dates below.

BOARD OF EDUCATION

By: _____
Jesse Bacon, Superintendent

Date: _____

MOUNT WASHINGTON FOOTBALL AND CHEER ASSOCIATION

By: _____

Date: _____