

To: Hopkins County Schools
From: Kentucky Sports Factory
RE: Memorandum of Understanding
Date: 8/26/2025

Kentucky Sports Factory welcomes the opportunity to submit this Memorandum of Understanding (MOU) to partner with Hopkins County Schools to host the High School and Middle School Sports Programs for the next five years, with one-year agreement durations, to be negotiated for extension annually (with updated deal points as appropriate).

This MOU is designed to outline our joint interest in entering a multi-year agreement for the mutual benefit of both parties. The provisions of this MOU are informational and non-binding.

1. Schedule of Activity

The school shall have access to **two (2) courts** and **one (1) turf field**, **two (2) days per week**, from **3:15 PM to 4:45 PM**. Hopkins County Schools shall provide all necessary labor and supervision for these activities. The School's Athletic Director shall be responsible for scheduling and providing appropriate oversight for all students during these times.

In addition, the school shall have use of the facility for up to two (2) events per academic year, with a mutually agreed-upon profit-sharing arrangement based on gate revenue. All scheduling is subject to prior coordination and final approval by KSF.

2. Seasonal Agreement

Hopkins County Schools will utilize Kentucky Sports Factory under a use license agreement for weekly fields/courts and times as described above in "Schedule of Activity."

Hopkins County Schools agrees to:

- i. Assist in the marketing and promotion of all internal leagues and programs offered by the Kentucky Sports Factory (KSF), including:
 - Promotion of KSF Summer Camps through flyers sent home in student backpacks
 - Display of KSF programs and camps on the school's website
 - Inclusion in other parent-facing materials and communications
- ii. Ensure there are no participation barriers for student-athletes wishing to join KSF-affiliated clubs or programs.

- iii. Allow the use of Hopkins County Schools (HCS) coaches to serve as coaches or officials for KSF programs, as long as it does not conflict with KHSAA or school board policies.
 - iv. Maintain appropriate liability insurance and name KSF as an additional insured on applicable policies. Proof of insurance shall be provided annually.
 - v. Indemnify and hold harmless KSF, its officers, agents, and employees from any claims arising out of HCS's use of the facilities.
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3. Events

For tournaments held at the facility, both parties agree to share gate revenue and collaborate on additional revenue streams, including but not limited to merchandise sales, and other event-related opportunities. The parties will enter a partnership for all outside events during Year One. Terms for any future outside events beyond Year One shall be reviewed and negotiated on an annual basis.

The parties anticipate that any shared gate or ticket revenues will be reconciled and distributed in a timely and transparent manner, with procedures for reporting and payment to be fully detailed in the subsequent Use License Agreement.

- a. Food & beverage services shall be provided exclusively by Kentucky Sports Factory.
- b. \$100 fee applied per 10x10 vendor space allocated; for larger spaces the amount will be increased.
- c. Kentucky Sports Factory provides media services and retains all profits associated.
- d. In lieu of rental fee, Hopkins County Schools will share ticket/gate revenue 50/50 with Kentucky Sports Factory. Kentucky Sports Factory will staff admissions/gate.
- e. Kentucky Sports Factory reserves the right to provide optional VIP parking options for attendees and retain all profits associated.
- f. Hopkins County Schools has elected to not broadcast the event in electronic format. Kentucky Sports Factory maintains the right to broadcast rights in perpetuity, use of photography taken at the event(s) in perpetuity, and livestreaming revenues.
- g. If Hopkins County Schools requests Kentucky Sports Factory to provide scoreboard operators, athletic trainers, security, officials, additional field lining, or other event staffing, there will be additional cost for Hopkins County Schools and included in the license use agreement. Kentucky Sports Factory may require a certain amount of security and/or medical support for certain events, and those costs will be covered by Hopkins County Schools.
- h. Hopkins County Schools agrees not to sub-let or lease to any other entity or allow any other entity to use their space/time without written permission from Kentucky Sports Factory.
- i. Use of HCS Facilities as Overflow Courts: Hopkins County Schools agrees to make its court facilities available to Kentucky Sports Factory on an as-available basis for use as overflow courts during tournaments that exceed KSF's facility capacity. No facility rental fee will be charged; however, KSF will reimburse HCS for janitorial or custodial staffing costs associated

with this use. All requests are subject to availability, school approval, and district approval per school board policy.

4. Responsibilities of Kentucky Sports Factory

- a. Ensure that fields and other arenas of practice and play are ready to host games and other activities.
 - b. Coordinate overall facility maintenance, including trash management and removal, as well as restroom maintenance.
 - c. Provide scoreboards for all games for Hopkins County Schools, included in the license use agreement.
 - d. KSF intends to maintain appropriate commercial liability insurance coverage for the duration of this partnership to support the safe operation of events and programs hosted at its facility. Documentation of such coverage may be available upon request during the term of any active Use License
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5. Responsibilities of Hopkins County Schools

- a. Management of scheduling and operations of events, practices, and other activities.
 - b. Marketing and organization to include pre-planning services to ensure the event is appropriately promoted and organized. These services will include marketing, game scheduling, determining rules and policies, and logistical planning.
 - c. Registration and management for every player and participant to include check-in and dispute resolution.
 - d. Event staff and officials to operate and manage the event.
 - e. Equipment, materials, supplies, and awards required to execute the event.
 - f. Hopkins County Schools anticipates maintaining liability insurance coverage consistent with its standard risk management practices for student and school-related activities held off-campus. The parties acknowledge that final insurance-related terms and documentation, if applicable, will be addressed during the execution of a formal Use License Agreement.
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6. Term

This MOU reflects the current intentions of both parties and may be modified or discontinued at any time by either party upon written notice. It is anticipated that any formal agreements arising from this MOU will include specific terms regarding duration, renewal, and termination.

7. Additional Terms

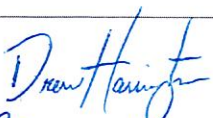
Terms not contemplated in this initial MOU will be negotiated in good faith prior to the execution of a final Use License Agreement for these dates.

8. Non-Binding Agreement

This Memorandum of Understanding is intended solely as a reflection of the current intentions of the parties and does not constitute a legally binding contract or obligation on either party. No party shall have any liability to the other with respect to this MOU unless and until a definitive written agreement is executed. This MOU shall not create, and is not intended to create, any enforceable rights, duties, or obligations under Kentucky law or otherwise.

Agreed to and accepted by:

Kentucky Sports Factory

Name: 
Title: GENERAL MANAGER

Hopkins County Schools

Name:
Title:

Date _____
