

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into by and between **Hopkins County Board of Education**, ("HCBOE"), 2135 North Main Street, Madisonville, Kentucky 42431, and **Madisonville Community College**, ("MCC"), 2000 College Drive, 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. **Use of Tennis Courts.** MCC has agreed to allow HCBOE, through its school tennis programs, to use the tennis courts at MCC. The courts shall be available during the Board's high school tennis season for use for practices and matches. The use of the tennis courts shall cease at the end of each school tennis season.

2. **Costs.** The use of the tennis courts shall be provided at no cost to HCBOE and is done out of the generosity of MCC to help the educational benefits to be derived from the students of HCBOE.

3. **Term.** This agreement shall continue through the end of the school year 2026-27 and shall cease June 30, 2027. Thereafter, it shall be automatically renewed for one (1) additional year unless one party gives the other party notice by June 30. In other words, this agreement shall be an automatic renewal and no additional renewal is necessary unless one party elects to terminate the agreement.

4. **Scheduling.** HCBOE, through its teams, shall work with the Madisonville Tennis Association to coordinate any scheduling to attempt to avoid any potential conflicts.

5. **Maintenance.** MCC shall maintain the courts and HCBOE shall have no expense in maintenance. However, HCBOE shall not commit waste to the tennis courts.

6. **Insurance of Students.** HCBOE acknowledges to MCC that the students using the courts shall be covered under school insurance as it is applicable to any other school function. HCBOE shall further provide proof of insurance to confirm that liability insurance is being maintained for the Board's use of the tennis courts.

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 and shall be construed to achieve the intent of the parties.

This _____ day of May, 2026.

Hopkins County Board of Education

Nicholas Foster, Chairman

Attest:

Dr. Damon Fleming, Secretary/Superintendent

Madisonville Community College

Dr. Cynthia Kelley, President