

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GALION CITY SCHOOL DISTRICT &
THE GALION GRADERS BASEBALL INC.**

I. Purpose:

To establish a cooperative and mutually beneficial relationship between the Galion City School District Board of Education (“Board”) and the Galion Graders Baseball Inc. and set forth the relative responsibilities of the parties regarding the use and maintenance of the Galion City School District Baseball Field located on the campus of Galion High School.

II. Duration of Agreement:

The Memorandum of Understanding shall be reviewed annually and remain in full force and effect until specifically abrogated by one of the parties to this Agreement with sixty (60) days written notice provided to the other party.

III. General Provisions:

The Memorandum of Understanding does not create, limit or modify existing jurisdiction vested in the parties. It is understood by both parties that the Board of Education of the Galion City School District must fulfill any responsibilities under this agreement in accordance with the provisions of Ohio Revised Code, Board policies and procedures that govern its activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party’s statutory or regulatory obligations or mandates, the affected party shall immediately provide written notice to the other party to establish a date for mutual resolution of the conflict.

IV. Responsibilities:

In consideration of the mutual aims and desires of the parties of this Agreement and in recognition of the public benefit derived from effective implementation of the Agreement, the parties agree that their responsibilities under this agreement shall be as follows:

- A.** The Board shall permit the Galion Graders Baseball Inc. the use of the Galion City School District Baseball Field complex including but not limited to the field, press box and the storage/restroom facilities from May 20th, 2019, or until high school season concludes, through August 1, 2019, for the sum of \$1000 rent, payable prior to the first scheduled activity. It is expressly understood and agreed that the Board retains full control of these facilities, including sole concession rights during all dates. In addition, the parties acknowledge that to the extent Ohio High School Athletic Association regulations permit, Galion City School District high school teams will be permitted access for games and practices throughout the course of the year. Otherwise, as scheduling permits, community summer ball will be provided access to the field. Permission to use the field is granted to the Galion Graders Baseball Inc. during said time period provided separate proof of liability insurance in the amount of \$1,000,000 is produced naming the Board as an additional insured. The liability insurance will remain in effect year-round in order to cover field use and maintenance activities. Advance written notice including a schedule of usage dates by the Galion Graders Baseball Inc. must be provided to the Superintendent.

- B. The Galion Graders Baseball Inc. shall provide routine maintenance of the facility including, but not limited to irrigation, weed control, field repairs, as well as dragging and lining the field for games and general trash and debris clean-up after events. This also includes responsibility for cleaning and repairing the field, dug-out, bull pen areas, and any damage following the end of the season and preparing the field for winter.

The Galion Youth Baseball c/o Galion Graders will provide a designated site manager for each contest and event security as needed. It is expected that the Galion Graders Baseball Inc. will lock and secure the facility at the conclusion of each use. Failure to secure the buildings properly after each use will be considered a violation of this contract. This may result in the Galion City Schools assigning a person to cover Grader events and cost associated to this will be charged to the Galion Graders Baseball Inc. The Galion Graders Baseball Inc. will retain all revenues generated from ticket sales to scheduled contests.

Any damage to the facility caused as a direct result of the use or misuse of the facility by the Galion Graders Baseball Inc. beyond what would be considered normal “wear and tear” will become the financial responsibility of the user. An end of season field and facility inspection completed by both a representative of Galion Graders Baseball Inc., and the School District shall take place to confirm the agreement has been executed.

- C. Any improvements or modifications to the Galion City School District Baseball Field complex including but not limited to the field (including naming rights), press box, batting cage, and the storage/concession/restroom facilities, must have the prior written approval of the Superintendent of the Galion City Schools or his/her designee. All such improvements, so approved, will inure to the benefit and become the property of the Board.

V. Administration and Execution of this Memorandum of Understanding

Effective execution of the Agreement can only be achieved through continuing communication and dialogue between parties. It is the intent of this Memorandum of Understanding that the existing channels of communication will be used to resolve questions, misunderstandings or complaints that may arise and not specifically addressed in this Memorandum of Understanding.

Galion City School District
Board of Education
(Printed Name and Title of Authorized Official)

Galion City School District
Board of Education
(Signature of Authorized Official)

Date

Galion Graders Baseball Inc.
(Printed Name and Title of Authorized Official)

Galion Graders Baseball Inc.
(Signature of Authorized Official)

Date