**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

 **THE GALION CITY SCHOOL DISTRICT & THE GALION YOUTH BASEBALL C/O GALION GRADERS**

1. **Purpose:**

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

1. **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 partied to this Agreement with sixty (60) days written notice provided to the other party.

1. **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 function 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 shall immediately provide written notice to the other party to establish a date for mutual resolution of the conflict.

1. **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:

1. The Board shall permit the Galion Youth Baseball c/o Galion Graders 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 15th- August 1st. The Galion Youth Baseball c/o Galion Graders agrees to pay $50 per game for field maintenance. The Graders are responsible for the field supplies such as field liner, field clay, and field drying products.
2. It is expressly understood and agreed that the Board retains full control of these facilities, including sole concession rights, during all other 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 practice 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 Youth Baseball c/o Galion Graders during said time period provided separate proof of liability insurance in the amount of $1,000,000.00 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. Advanced written notice including a schedule of usage dates by the Galion Youth Baseball c/o Galion Graders must be provided to the Superintendent.

1. The Graders are responsible for the field supplies such as field liner, field clay, and field drying products.

The Galion Youth Baseball c/o Galion Graders will provide a designated site manager for each contest and event security as needed. The Galion Youth Baseball c/o Galion Graders will retain all revenues generated from ticket sales to scheduled contests.

Any damage to the facility caused as a direct result of the use of misuse of the facility by the Galion Youth Baseball c/o Galion Graders beyond what would be considered normal “wear and tear” will become the financial responsibility of the user.

1. Any improvements to the Galion City School District Baseball Field complex including but not limited to the field ( including naming rights), press box, and the storage/concessions/restrooms 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 property of the Board.
2. **Administration and Execution of 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 addresses in the Memorandum of Understanding.

**Print Sign Date**

**Galion City School District**

**Board of Education**

**Print Sign Date**

**Galion Youth Baseball c/o Galion Graders**