

**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 Galion Graders use and maintenance of the Galion City School District Baseball Field and related facilities located on the campus of Galion High School.

II. Term of Agreement:

This Memorandum of Understanding ("MOU") shall be in effect upon the date of execution, below, and shall be reviewed annually on or before the anniversary of the date of execution. This Memorandum of Understanding shall remain in full force and effect until specifically abrogated by one of the parties to this Agreement with sixty (60) days prior written notice provided to the other party. However, should the Board's property which is the subject of this MOU be needed for school purposes at any time during the Term of this MOU, the Board reserves the right to immediately cancel this MOU upon three (3) days written notice to GYB.

III. General Provisions:

This Memorandum of Understanding is entered into under the provisions of Ohio Revised Code Section 3313.77, and Board Policy 7510, Use of District Facilities. 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 MOU in accordance with the provisions of Ohio Revised Code, Board policies and procedures that govern its activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. Nothing in this MOU shall be construed as creating a partnership or joint venture between the parties, or any type of agency or employment relationship between the parties. If at any time either party is unable to perform its functions under this MOU 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 to this Memorandum of Understanding and in recognition of the public benefit derived from effective implementation of the terms of this MOU, the parties agree that their responsibilities under this MOU 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 (together, referred to as "Facilities") from

May 21st, annually, or after Galion City School District's high school baseball season concludes, annually, whichever date is later, and through August 1st, annually, in exchange for Galion Graders payment of the annual sum of \$1000 rent to the District's Treasurer, which shall be payable prior to the first scheduled activity of the Galion Graders each year during the Term of this MOU. If rent is not paid in full prior to the first scheduled activity, the Board may cancel this MOU immediately upon three (3) days prior written notice to Galion Graders. Advance written notice including a schedule of usage dates by the Galion Graders must be provided to the Superintendent. Galion Graders use of the Facilities during the Term of this MOU shall be consistent with all applicable Board Policies and Administrative Guidelines concerning use of district premises. Galion Graders shall not permit smoking or the sale of alcohol or controlled substances on school property which includes the Facilities covered by this MOU. It is expressly understood and agreed that the Board retains full ownership and control of these Facilities at all times during the Term of this MOU, including sole rights to direct and/or otherwise designate the operation of concessions during all dates of Galion Graders operations using the Facilities. Any and all revenues derived from the operation of concessions during Galion Graders use of the Facilities shall be the property of the Board or its designee. In exchange, the parties agree 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 of Galion Graders throughout the course of the year during the Term of this Agreement. In addition, as scheduling permits, Galion community summer ball will be provided access to the field only, through the Galion Graders, for the period May 21 or after the Galion High School baseball season concludes, whichever is later, through August 1, annually, during the Term of this MOU.

- B.** The Galion Graders Baseball Inc. must procure and provide separate proof of liability insurance in the amount of \$1,000,000 naming the Board as an additional insured. The liability insurance will remain in effect year-round during the Term of this MOU in order to cover field use and maintenance activities.
- C.** The Galion Graders Baseball Inc. shall provide routine maintenance of the Facility during the Term of this MOU 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 Galion Grader events. This also includes responsibility for cleaning and repairing the field, dug-out, bull pen areas, and any damage following the end of the Galion Grader season and preparing the field for winter.

The Galion Graders Baseball Inc. will provide a designated site manager for each Galion Grader 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 Galion Grader use. The Galion Graders will retain all revenues generated from ticket sales to scheduled Galion Grader 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 sole financial responsibility of Galion Grader Baseball Inc. An end of season field and facility inspection completed by both a representative of Galion Graders, and the School District shall take place to confirm conditions and responsibilities.

D. Any improvements or modifications to the Galion City School District Baseball Field Facility 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 of and become the property of the Board by way of accepted donation.

E. Contact information for the parties to this MOU shall be:

*Galion Board of Education, 470 Portland Way N. Galion, OH 44833
Superintendent, Jim Grubbs 419-468-3432*

*Galion Graders Baseball Inc. PO Box 813, Galion, OH 44833
Team Manager, Mike O’leary 419-571-8753*

V. Administration and Execution of this Memorandum of Understanding

Effective execution of this Memorandum of Understanding can only be achieved through official action of the parties entering into this Memorandum of Understanding. Neither party to this MOU may assign the terms or obligations of this MOU to any other entity. The parties hereto agree that continuing communication and dialogue between the parties is necessary for the successful implementation of this MOU. 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