

MEMORANDUM OF UNDERSTANDING

Comes the parties, the Town of Oneida, ("Town") and the Oneida Special School District, ("School") and enter into this Memorandum of Understanding ("MOU"),

1. **USE:** The Town owns and operates the Jack E. Lay Oneida Sports Complex at Bear Creek ("Complex"), located at 400 Industrial Park Drive, Oneida, Tennessee 37841. The Town hereby grants the School use of the complex for February, March, April and May of 2025 for school sponsored athletic events involving baseball and softball.
 - a. **TIMES AND DATES:** The times and dates for events shall be agreed upon by the parties prior to the official season beginning, with the FACILITIES COORDINATOR and the EVENTS COORDINATOR being given a full schedule of all dates/times of games and potential practice times, along with any dates for tournaments, jamborees, or special events.
 - b. The School agrees to work with the EVENTS COORDINATOR of the Town of Oneida to be sure that all their events appear on the master calendar and that no schedule conflicts exist with any other groups using the Jack E. Lay/Bear Creek Complex. (Other groups include Boys and Girls Club and AYSO Soccer).
 - c. Both parties herein agree that the final decision on whether the fields are usable due to flooding, moist, or drought conditions shall be made by the Facilities Director of the Complex, at a time that both parties determine as reasonable, such as 1:00pm on the day of the event.

All games will be played on Mondays, Tuesdays, Thursdays and Fridays. The School shall notify the Events Coordinator if any Saturday games are needed.

CONCESSIONS: The School does not wish to have concessions for the 2025 season. The Boys and Girls Club has entered into an agreement with the Town to provide concessions for the 2025 season.

2. **CONSIDERATION:** In consideration of this MOU and the exclusive use of the facility during the agreed upon dates, the School agrees to pay the Town \$1000 per month for the months of February, March, April, and May, which payment may be clarified as \$1000 per 30 day period. If additional games are to be played or fields are needed to practice prior to the season, this amount may be prorated by agreement of the parties for partial months. The amount is being paid on behalf of the organization for partial reimbursement of any related maintenance costs due to field use, facilities use, and the janitorial supplies needed to stock the restrooms and concession stands.
 - a. The Town agrees to provide all paper towels, cleaning supplies, trash bags and toilet paper for the facility.
 - b. Other needed items shall be purchased by the School, such as sporting equipment, etc.
3. **UPKEEP:** The Town agrees that it remains responsible for the Complex's maintenance and upkeep, including but not limited to regular mowing and treating of fields, repairing and

updating facilities, trash pick up and removal, and ensuring that fields and facilities are safe and compliant with laws/regulations.

- a. The Town shall be responsible for the maintenance of the fields, scoreboards, dugouts, restroom facilities and concession stands, and shall provide electricity, water and other utilities for the use of the School and its participants.
 - b. Both parties agree that from time to time, sponsors may be solicited by either party if a major item (such as a scoreboard) needs to be replaced. The parties agree that any items that are permanent in nature and are purchased by sponsors shall remain with the Complex for the continued use of other renters.
4. Both parties agree that each shall be responsible for reasonable trash removal at the conclusion of any sporting event. The School agrees to be responsible for security and provide a safe and secure environment for all participants and shall have the authority of the Town to remove any individuals who may disrupt the activities thereon.
5. **INSURANCE ON FACILITY:** As the Complex's owner, the Town shall maintain appropriate levels of insurance related to the Complex, while also ensuring that the School is included as an "additional insured" with any related policies.
 - a. The School agrees to provide proof of insurance for each participant in any sporting activity.
 - b. School agrees that a participant must sign a waiver agreeing to indemnify and hold harmless the Town in order to play at the complex.

The School shall notify the Town in a reasonable amount of time of any serious injuries of any participants.

6. **ACCESS:** "Use" as used herein, means access to the Complex's facilities which have been agreed upon prior to the dates as outlined above, both before and during athletic events, including but not limited to: fields, dugouts, concession stands, lights, restrooms and the like. The School shall be responsible for keeping the Complex in general good condition during its use of the Complex, including trash pick-up and general restroom maintenance during School's use of the Complex. However, the responsibility for the Complex's maintenance and upkeep remains with the Town, as stated in Section 3 of this MOU. Should the Town identify any misuse or gross negligence in the conduct of the School and their use of the complex, the Town shall notify the School in writing and give the School 48 hours to cure any defect or damage as a result of such misuse or gross negligence. If the School fails to cure any such defect or damage in this period, the Town may notify the school in writing of its revocation of the MOU, which shall take effect no fewer than 14 days from the Town's notification of revocation. Parties also agree that the facilities may not be used outside of the normal business hours of the facility which are designated as 8:00 am to 9:00 pm. Parties may agree on an extension of these hours should circumstances require an extension
 - a. The Town shall have the right to discontinue this agreement upon reasonable notice to the School if the facility is accessed outside of normal business hours as agreed upon by the parties. In other words, there shall be NO UNAUTHORIZED access to the facility by anyone after 9:00 pm unless Event Coordinator is notified.

- 7. MODIFICATION:** This MOU shall only be modified by the authorized parties via a mutual agreement confirmed in writing.

Mayor, Town of Oneida

_____, Oneida Special School District

**** By signing above, both individuals hereby confirm that they have been authorized to act on behalf of**

The Town and the Oneida Special School District.