

COOPERATIVE JOINT USE AGREEMENT

BY AND BETWEEN _____
AND THE UNION COUNTY PUBLIC SCHOOLS/UNION COUNTY BOARD OF EDUCATION

This cooperative joint use agreement (hereafter “the Agreement”) is entered into as of _____, 20_____, by and between the **Union County Public Schools/Union County Board of Education** (hereafter “UCPS”) and the _____ (hereafter “Partner”).

- A. Partner would like to place an athletic field(s) at _____ school, a school and property owned by the Union County Board of Education; as follows (*Attach additional pages to detail specifications, as needed*) :
 - a. _____

_____ ; and
 - b. _____

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the UCPS and Partner agree as follows:

- B. Costs associated with placement of the fields and any improvements or other costs are at the expense of Partner. The UCPS will incur no costs in this endeavor;
- C. All fields and associated equipment must be per specifications of the UCPS and the UCPS’ Maintenance Department will determine whether this criterion has been met;
- D. As Partner wants to use these fields for athletic practices and contests, Partner agrees to maintain these fields at an acceptable standard for athletic fields (including but not limited to seeding, grading, watering, and top dressing);
- E. Any fields and associated equipment become the property of the Board of Education upon placement on Board of Education property;
- F. Both parties agree to keep the fields clear of debris and trash while the fields are under their direct control and supervision;
- G. UCPS will continue the property for such usage through the term of this Agreement. However, at the termination of this Agreement, UCPS may return the fields to the standards required for Physical Education and Recess property;
- H. Scheduling: Representatives of each party agree to meet regularly (at least annually) to prepare a written schedule of the use of the fields, with Partner having the first right of usage **after** UCPS. For scheduling purposes, the representative for the Partner shall be _____ or his/her designee and the representative for UCPS shall be the School Principal or his/her designee. Partner **may not** use the facilities, except as per the written schedule, without having agreed to an amendment with the School Principal.

- I. Term: The term of the Agreement shall be for a period of three (3) years with automatic renewals thereafter unless terminated by either party pursuant to the termination provisions contained herein.
- J. Termination: Either party may terminate the Agreement contained herein upon ninety (90) days written notice to the other party advising of such termination.
- K. Default: Upon default of any of the terms of this Agreement, it may be terminated with thirty (30) days written notice to the other party, providing specificity of the provision breached and allowing the party access to correct the default within those thirty (30) days.
- L. Supervision: Each party shall be responsible for providing adequate supervision, instructors, coaches, staff, etc. for its own activities conducted on the fields and at the school location.
- M. Insurance/Liability: Each party shall assume sole responsibility and liability for any and all claims, including but not limited to, personal injury, property damage, and attorneys' fees, which may arise during the use of the fields while under their control. Further, each party shall indemnify and hold the other party harmless from all claims, costs, damages, and loss resulting from their use of the property. In addition, each party shall obtain and maintain a sufficient policy of insurance to cover claims which may arise out of activities occurring on this property while under their control and during their use.
- N. Notices: The UCPS' representative to whom the Partner may address any notices and whose decisions are binding upon UCPS is:

Dr. Mary Ellis, Superintendent (or her designee or successor)
 400 North Church Street
 Monroe, North Carolina 28112
 704/296-0766

The Partner's representative to whom the UCPS may address any notices and whose decisions are binding upon Partner is:

_____ NAME
 _____ ADDRESS
 _____ TELEPHONE NUMBER

- O. Miscellaneous:
 - i. This agreement shall be performed and construed under the laws of the State of North Carolina.
 - ii. All prior written agreements between the parties concerning the use of facilities are hereby terminated, null and void.
 - iii. All prior negotiations are merged into this agreement and no amendment or change is valid unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto acting under the authority of their respective governing bodies, have caused this Cooperative Joint Use Agreement to be duly executed in duplicate counterparts, each of which shall constitute an original, this the day and year first above written.

