

**MEMORANDUM OF UNDERSTANDING
REGARDING FIELD USAGE**

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 19th day of May, 2016, by and between the **BOARD OF SCHOOL DIRECTORS OF THE NORTHERN YORK COUNTY SCHOOL DISTRICT** (hereinafter referred to as the "District") and **DILLSBURG YOUTH BASEBALL, INC**, a non-profit,, non-stock corporation (hereinafter referred to as "DYB").

WHEREAS, the parties have entered into a Memorandum of Understanding (Hereinafter referred to as the "MOU") annually.

WHEREAS, the parties have reached a certain understanding which they desire to confirm in this Memorandum.

THEREFORE, after due consideration of the following background statements, it is hereby agreed as follows:

I. Background

- A. At a meeting of the Northern York County School District Board of School Directors on February 16, 2016, the Board authorized a Memorandum of Understanding outlined in this document for the use of the District-owned baseball fields located in the Borough of Dillsburg for the use by DYB.
- B. The mission of DYB is to provide Dillsburg area children the opportunity to learn the fundamentals of baseball and sportsmanship in a fun, safe and positive environment while representing themselves and the community.

II. General Conditions

DYB seeks to continue the ongoing relationship with the District in providing a quality youth baseball program, following the guidelines of Little League, for residents of the District. DYB will utilize District fields located in the Borough of Dillsburg.

III. Field Usage

- A. The District hereby grants a license to DYB to use the District baseball fields in the Borough of Dillsburg known as Krall, Ryder, Gross and Wolfe.
- B. DYB will be able to use and schedule use of these fields at the discretion of DYB for the months of March through October with the following exceptions:
 - 1. No usage while school is in session at Dillsburg Elementary
 - 2. No games to start on Sundays prior to 2 PM
 - 3. DYB shall not permit individuals or groups outside the DYB organization to use a District-owned field, without prior express written consent of the District's Superintendent.

- C. The District shall not permit individuals or groups outside the DYB organization to use Krall, Ryder, Gross or Wolf fields during the months of March through October without the prior express written consent of DYB.

IV. Usage Terms

The use of the District-owned fields by DYB will be subject to the following terms and conditions:

- A. DYB shall promptly notify the District of any change to or damage of the District property caused by its use of the premises, and shall make repairs to the District's reasonable satisfaction, at the expense of DYB, if applicable.
- B. DYB shall promptly notify the District of any hazardous conditions that exist at or on the Krall, Ryder, Gross or Wolf fields.
- C. DYB shall promptly report any damage to the property of others caused by its use of the facilities, both to the District and to the owner of the damaged property, and to make repairs to the reasonable satisfaction of the owner at the expense of DYB, if applicable.
- D. DYB shall designate the District as an additional insured on its property and liability insurance policies. Liability limits on DYB's policy shall not be less than \$1,000,000. This policy will name the District, its officers, directors and employees as additional insured. The primary defense of any claim shall be the insurer of DYB. Any insurance coverage provided by the District shall be in excess of DYB's insurance coverage.
- E. DYB will indemnify and hold the District, its officers, directors and employees, harmless for any and all claims which arise out of negligence, on whole or in part, of DYB.

V. Field Maintenance

DYB will be responsible for all maintenance and upkeep of the fields, including but not limited to mowing, weed control, garbage disposal, and general maintenance. The District will report to DYB an issue or concern with the maintenance and/or upkeep of the District-owned fields. DYB will be given three (3) days in which to correct said issues or concerns.

VI. Compensation

In consideration of DYB's obligations under this agreement and upon DYB's adequate and appropriate field maintenance, the District will not charge DYB a fee for usage of the District-owned fields located in the Borough of Dillsburg.

VII. Termination

Either party may terminate this agreement upon giving at least sixty (60) days written notice to the other party.

VIII. Renewal

This agreement will automatically renew on February 28th of each year. This agreement may be reviewed at any time by request of either party.

IN WITNESS WHEREOF, DYB has caused this Memorandum of Understanding to be signed by its President and Secretary and the District has caused this Memorandum of Understanding to be signed by the School Board President and Secretary.

DILLSBURG YOUTH BASEBALL, INC.

**NORTHERN YORK COUNTY
SCHOOL DISTRICT**

By: _____
President

By: _____
School Board President

Date

Date

By: _____
Secretary

By: _____
School Board Secretary

Date

Date