Memorandum of Understanding
For Limited Use of Montgomery Central Name & Merchandising

This memorandum of understanding is between the Montgomery County Board of Education, body politic of the Montgomery County School District, herein referred to as the Board of Education, and the not-for-profit organization, Montgomery Central Youth Football and Cheerleading, herein referred to Youth Football and Cheerleading.

Wherein the Board of Education and Youth Football and Cheerleading are not affiliated organizations; wherein the Board of Education has no oversight, governance, or responsibilities for Youth Football and Cheerleading; wherein any interactions between the two are strictly related to the shared interest of promoting youth development in Montgomery County; and wherein the Board of Education assumes no liability for the operations and/or management of Youth Football and Cheerleading.

Wherein the Board of Education has trademark rights to the names, images, logos, and related merchandising for Montgomery Central High School and has a vested interest in the use of such material for the good of students, District, and community. Wherein Youth Football and Cheerleading seeks to promote youth and community development through competitive athletics in Montgomery County.

Wherein the Board of Education has allowed Youth Football and Cheerleading to use its athletic facilities for practice and games, not to conflict with any school-related usage of said facilities; wherein Youth Football and Cheerleading wishes to operate under a legal name which reflects its goal of developing youth athletes toward a future goal of competing as student athletes in Montgomery County Schools.

This Memorandum of Understanding grants permission to Youth Football and Cheerleading to operate under its current name and to use existing colors, logos, and uniform designs for the purposes of athletic competition and for fundraising directly associated with, and for the benefit of, youth athletes participating in their programs. Notwithstanding this agreement for limited merchandising use, Youth Football and Cheerleading may not operate in a manner which conflicts or competes with the merchandising rights and functions of the Board of Education or any of its affiliated partners.

The Board of Education reserves the right to revoke this memorandum of understanding for any actions by Youth Football and Cheerleading which conflicts with the policies and practices of the Board of Education upon written notification. The Board of Education is hereby held harmless for any expenses incurred by Youth Football and Cheerleading if rights under this memorandum of understanding are revoked.

Signed this 11th day of August, 2021 by the persons so authorized to enter into contractual arrangements of this nature for the two parties.

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Dr. Dale Ellis, Montgomery County Schools

Danielle Davis

Danielle Davis, Montgomery Central Youth Football and Cheerleading