

JOINT USE AGREEMENT

By and Between

The Kimberly School District

and

Kimberly Legion Baseball

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the Kimberly School District, 141 Center Street West, Kimberly, Idaho 83341 (herein District) and the Kimberly Legion Baseball (herein Legion).

1. **Statement of Policy:** It is the policy of the District to allow the use of the District baseball field facilities to be used by the youth of our community through the Legion organization. Once District administration has determined the availability of baseball field facilities, Legion will be the sole entity entitled to the balance of time for the use of baseball field facilities. The remaining availability of the baseball facilities will be provided to the Kimberly Youth Association (KYA.)

2. **Procedures for Scheduling Use of Facilities:** Once District officials have determined the availability of baseball field facilities the balance of the available time will be provided to Legion for their use. After Legion has scheduled their events, the remainder of the available facilities, and times, will be made available to KYA and then other organizations in accordance with KSD policy 4330 by district officials.

3. **Access:** Legion officials will be provided (who is provided a key, and how many, will be determined by district administration) access to the facilities and assume the responsibility of supervision during Legion use and securing facilities upon completion of the use.

4. **Condition of Facilities-Repairs:** Legion will be responsible for damage to District equipment and facilities due to neglect during Legion use. Repair/replacement of District equipment needed due to normal wear and tear will mutually be agreed upon between Legion officials and District administration.

5. **Garbage Disposal and Porta Potty:** During the Legion season, Legion will share the cost of Garbage Disposal and Porta Potties with KYA. Shared cost will be mutually agreed upon between Legion and KYA officials

6. **Liability Insurance:** Legion will provide the District with a certificate of liability insurance for at least \$1,000,000 with an endorsement naming the District as an additional insured.

7. **Concession Stand:** Legion will operate the concession during the Kimberly High School Season and Legion Season. Proceeds made during the Kimberly High School Season will be used for baseball field supplies and equipment mutually agreed upon between Legion officials and the Kimberly High School Athletic Director. Additionally, the Kimberly High School Softball team will be provided an opportunity to participate in benefit from the operation of the concession stand during the Kimberly High School season, arrangements will be mutually agreed upon between Legion Officials and the Kimberly High School Athletic Director.

8. **Indemnification:** Legion shall indemnify, save and hold harmless the District from any and all losses, claims, actions or judgments for damages or injury to persons or property and losses and expenses caused or incurred by Legion, its contractors, servants, agents, and employees during the Legion's use of the facilities and not caused by or arising out of the intentional act or gross negligence of District or its employees.

9. **Termination.** This agreement may be terminated by either Party with thirty (30) written notice to the other Party. Such termination shall affect future, unscheduled uses and each Party shall honor any permits issued before this Agreement's termination date.

10. **Severability.** Any provision of this agreement which shall prove invalid, void or illegal shall not affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect.

11. **Controlling Law.** This agreement shall be subject to and interpreted in accordance with the laws of the state of Idaho.

12. **Successors and Assigns.** All terms, provisions and conditions set forth in this agreement shall be binding upon and endured to the benefit of the successors and assigns of the Parties hereto.

13. **Term.** The term of this Agreement shall be for one (1) year from the date of execution. Prior to or upon expiration of the Agreement, the Parties shall review and make any agreed-upon amendments to the Agreement with the intent of its renewal. It is expected that Legion officials and the District will meet annually to discuss the use of facilities.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the date and year first written above.

For the Kimberly School District

For the Kimberly Legion Baseball

ATTEST: