

# JOINT USE AGREEMENT

By and Between

The Kimberly School District

and

The Kimberly Youth Association

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Kimberly School District, 141 Center Street West, Kimberly, Idaho 83341 (herein District) and the Kimberly Youth Association, Inc., P. O. Box 493, Kimberly, Idaho 83341 (herein KYA).

**1. Statement of Policy:** It is the policy of the District to allow the use of the District athletic facilities to be used by the youth of our community through the KYA organization. Once District administration has determined the availability of athletic facilities, KYA will be the sole entity entitled to the balance of time for the use of athletic facilities. The only exception to this agreement will be Legion Baseball and Lions Club Soccer who will have the same access and status as KYA.

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

**3. Access:** KYA 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 KYA use and securing facilities upon completion of the use.

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

**6. Liability Insurance:** KYA 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.

**8. Indemnification:** KYA 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 the KYA, its contractors, servants, agents, and employees during the KYA'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 prior to the termination date of this Agreement.

**10. Severability.** Any provision of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect.

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

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

**16. 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 KYA officials and the District will meet annually to discuss use of facilities.

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

**For the Kimberly School District**

**For the Kimberly Youth Association**

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**ATTEST:**

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