

PARTNERSHIP MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and executed between the City of South Bend, Indiana, a municipal corporation existing under the laws of the State of Indiana (“City”) Department of Venues Parks and Arts (“VPA”), pursuant to the authority granted to the VPA’s Executive Director under Resolution No. _____ by its Board of Park Commissioners (“Board”), and the St Joseph High School (“SJHS”), organized under the laws of the State of Indiana and having its offices located at 453 Notre Dame Avenue, South Bend, IN 46617, and is effective as of July 1, 2021.

WHEREAS, the City wishes to support programming for the youth population of the community; and

WHEREAS, SJHS exists as a Catholic secondary school dedicated to transforming students in heart and mind, preparing them to serve God, the Church, and the world.

WHEREAS, the City is the owner of the property located at 907 Riverside Dr., South Bend, IN 46616, Leeper Park Tennis Center (“the Facility”) and

WHEREAS, SJHS desires to use space at Leeper Park Tennis Center to hold tennis practices and matches;

NOW, THEREFORE, VPA and SJHS do hereby mutually agree as follows:

I. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2021 and continue until December 31, 2022 at which point this Agreement shall expire of its own accord, with potential of annual renewal.

II. CONSIDERATION AND CONTRIBUTIONS BY THE PARTIES

- (a) Selection of Block of Tennis Court: SJHS shall have access to the North block of tennis courts at the Facility (See, Exhibit A). All courts in the South block are shall remain open to use by the public.
- (b) Consideration: During the term of this Agreement, VPA will allow SJHS to use the Facility at a rate of \$25/hour, with a minimum threshold of \$2,000.00 to be covered for each season, for its tennis activities and to pay \$70/case of balls used.
 1. VPA shall work together with SJHS to develop a schedule of practice/match dates and times for use of the Facility for its Spring and Fall tennis seasons.
 2. VPA will bill SJHS at the end of each season (in June and again in October) for a bulk payment based on facility usage.
- (c) Additional Contribution from VPA:
 1. VPA will provide space to hang banners during their season in the spring and fall that will be hung and maintained by SJHS.
 2. VPA will provide staffing during activities/events.
- (d) Additional Contributions from SJHS:

1. SJHS will provide VPA with basic data on total number of program participants it has for its practices/meets.
2. SJHS will provide the coaches/instructors.
3. SJHS will provide VPA with proof of insurance.
4. SJHS will provide COVID safety protocols.

III. RESPONSIBILITIES OF VPA

- (a) VPA shall be responsible for the removal of trash and debris located in the trash receptacles and dumpster located at the Facility as customary and necessary.
- (b) VPA shall be responsible for the cost of electricity usage at the Facility, including lighting of the Facility parking lot during use of the Facility.
- (c) VPA shall be responsible for the maintenance, upkeep and repairs of the Facility, not caused by SJHS's use of the Facility, in the sole discretion of VPA.

IV. RESPONSIBILITIES OF SJHS

- (a) SJHS agrees to work together with VPA to develop a schedule of dates and times for use of the Facility for the purpose of the program.
- (b) shall provide staffing and supervision for the program.
- (c) shall handle registration of participants for the program.
- (d) shall provide all marketing and supply needs for the program.
- (e) understands and agrees that the Facility is to be used only for the purpose of conducting the program and for no other purpose without the prior written consent of VPA.
- (f) shall be responsible for any special preparation of the Facility prior to scheduled uses of the Facility and shall restore and repair any damaged caused by SJHS, to the Facility following each use, normal wear and tear excepted.
- (g) agrees to obey all rules and regulations of the Facility as well as all applicable local, state and federal laws and regulations.

(V) ASSIGNMENT

SJHS may not assign the rights granted in this Agreement without first obtaining prior written consent from VPA.

(VI) INDEMNIFICATION

SJHS hereby agrees to defend, indemnify, and hold harmless the City, VPA, its officials, employees, and agents from any and all claims of any nature which arise from the performance by the SJHS under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising solely out of the negligence of the City, VPA, its officials, directors, employees, and agents.

(VII) INSURANCE

SJHS shall at its sole cost and expense, obtain, maintain and submit to VPA, Certificates of Insurance in the following amounts, naming the City as an additional named insured:

Workers' Compensation Insurance that satisfies the minimum statutory limits; and

Commercial General Liability in an amount not less than: (1) \$1,000,000 per occurrence; (2) \$100,000 for damage to rented premises; (3) \$5,000.00 for medical expense; (4) \$500,000 for personal and advertising injury; (5) \$1,000,000 products/completed operations; (6) \$1,000,000 auto liability; (7) \$2,000,000 general aggregate limit; and (8) \$5,000,000 excess/umbrella liability.

SJHS shall ensure that the Certificates of Insurance contain provisions that the policies and coverages afforded thereunder will not be canceled until at least 30 days after written notice is provided to the City.

(VIII) ILLEGALITY

If any provision of this Agreement is found by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected thereby, and in lieu of any provision that is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(IX) NON DISCRIMINATION

The City and VPA are committed to ensuring equality of opportunity and does not exclude, deny the benefit of, or otherwise subject any person to discrimination in any City program, service or activity on the basis of race, color, sexual orientation, national origin, sex, age or disability. Creative agrees to comply with and to act consistently with this policy in the performance of Creative's duties under this Agreement.

(X) ENTIRE AGREEMENT; AMENDMENT

This document contains all of the agreements between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be amended or modified except by written mutual agreement of the parties.

(XI) LAW GOVERNING AGREEMENT

This Agreement shall be governed by the laws of the State of Indiana and venue shall be in St. Joseph County, Indiana.

(XII) COUNTERPARTS

This Agreement may be executed in counterparts which when taken together shall constitute one fully executed original.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

SJHS

Signature

Printed Name and Title

Street Address

P.O. Box

City, State Zip

CITY OF SOUTH BEND, INDIANA

Executive Director

Printed Name and Title

Street Address

P.O. Box

City, State Zip

Exhibit A

