

MEMORANDUM OF UNDERSTANDING BETWEEN
Temple Independent School District
and
Temple Jr. Wildcats Youth Sports Association

This Memorandum of Understanding (“MOU”) is entered into as of the ___ day of _____, 2025 (the “Effective Date”) between the Temple Independent School District (“TISD”), a Texas independent school district located at 401 Santa Fe Way, Temple, Texas 76501, and the Temple Jr. Wildcats Youth Sports Association (the “TJWYSA”), a non-profit youth sports organization incorporated in the State of Texas, located at P.O. Box 1800, Temple, Texas 76503.

Whereas, TJWYSA was created for the purpose of providing quality recreation and skill development in the sports of football and cheer for youths aged 4-12 in the Temple, Texas area;

Whereas, recognizing the benefits to be gained by the youth, including students of TISD, who participate in such sports programs, which benefit, support, and further TISD’s educational goals and purposes, TISD has traditionally allowed TJWYSA the use of its athletic playing fields during non-instructional time;

Whereas, in return for the use of TISD athletic playing fields, TJWYSA has furthered the athletic purposes and policies of TISD by providing for the general maintenance of the athletic playing fields;

Whereas, TISD and TJWYSA desire to continue their relationship to promote the educational and recreational activities benefitting youth in the Temple area;

Now, therefore, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TISD and TJWYSA, intending to be legally bound, agree as follows:

- (1) Access and Use of TISD Athletic Facilities. TISD agrees that, subject to the terms of this MOU, and for the compensation described in Paragraph 4, when the athletic fields and related facilities as more particularly described in Exhibit A (“TISD Athletic Facilities”) are not in use by TISD, TISD will coordinate with TJWYSA access to and use based on TJWYSA’s schedule and TISD’s available facilities. The primary function of the TISD Athletic Facilities is athletic activity, and accordingly, the TISD Athletic Facilities shall be used and occupied by TJWYSA solely for providing an organized non-profit youth sports organization for the youth in the Temple area.

TJWYSA shall not use, occupy, or permit the use or occupancy of the TISD Athletic Facilities (i) that interferes with the operation or use of the TISD Athletic Facilities for TISD/school purposes; (ii) for any purpose that is directly or indirectly forbidden by law, ordinance, governmental or municipal regulation or order, or TISD policy or procedure, including, without limitation, TISD Policies GKD (Legal) and (Local); or (iii) in any manner that may be dangerous to life, limb, or property. Further, TJWYSA shall not (iv) permit any operation which might emit offensive odors or conditions into

any portion of the TISD Athletic Facilities. Finally, TJWYSA shall not engage in or permit the engagement of any of the following activities on TISD property, including TISD Athletic Facilities: (i) gambling, bookmaking, or any other illegal gaming; (ii) maiming or killing of animals; (iii) the use of tobacco or possession or use of alcoholic beverages; or (iv) any illegal activity.

Prior permission to charge admission/ticket fees for attendance at any sports event sponsored by TJWYSA held on the TISD Athletic Facilities, other than customary player registration fees, shall be obtained from TISD. TJWYSA shall pay to TISD all applicable fees associated with admission fees, including, without limitation, personnel and administrative fees, charged by TJWYSA.

- (2) Term. The initial term of this MOU shall begin on the Effective Date and continue for a period of 3 years, unless terminated earlier as provided herein. Thereafter, this MOU will renew automatically for consecutive 1-year terms unless either party provides written notice of its intent to terminate at least ninety (90) days prior to the conclusion of the initial term or a renewal term. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term."
- (3) Termination. This MOU shall remain in effect until (1) the MOU expires by its terms or (2) the MOU is terminated by mutual agreement of the parties. In the event of an uncured material breach or default of the MOU by TJWYSA, TISD reserves the right to enforce the performance of the MOU in any manner prescribed by law or deemed to be in the best interest of TISD. Unless otherwise stated herein, TISD reserves the right to terminate the MOU with one hundred and twenty (120) days prior written notice to TJWYSA, in which case the effective date of termination will be the day after the end of the fall or spring season during which the 120-day period expires, in the event TJWYSA fails to: (1) fulfill any uncured material obligation or performance requirement under this MOU. TISD also reserves the right to terminate the MOU with one hundred and twenty (120) days prior written notice, if TISD believes, in its sole discretion, that it is in the best interest of TISD to do so, in which case the effective date of termination will be the day after the end of the fall or spring season during which the 120-day period expires, or as otherwise mutually agreed to by the parties. TJWYSA also reserves the right to terminate the MOU with one hundred and twenty (120) days prior written notice, if TJWYSA believes, in its sole discretion, that it is in the best interest of TJWYSA to do so, in which case the effective date of termination will be the day after the end of the fall or spring season during which the 120-day period expires, or as otherwise mutually agreed to by its parties. Upon the effective date of termination or expiration of this MOU, TJWYSA shall, at its sole cost and expense, repair all damage, if any, caused by TJWYSA and restore the TISD Athletic Facilities to its reasonable, usable condition.
- (4) Compensation. In exchange for the access and use described in paragraph (1) above, TJWYSA agrees to pay TISD, as a rental fee, \$1.00 per year, plus all costs and expenses relating to the normal and customary use, repair, and routine maintenance of the TISD Athletic Facilities as stated in this MOU.

(5) Schedules. TJWYSA agrees to provide TISD with a written general schedule of games and practice times utilizing TISD Athletic Facilities prior to the first scheduled game for each fall and spring season. Dual seasons (fall/spring) will require dual schedules. Schedules may be of a general nature, with blocks of time listed but must list, at a minimum, proposed fields/facilities, dates, and times for games, practices, and maintenance. TISD must review and approve the schedule before TJWYSA can use the TISD Athletic Facilities. Once TISD has approved TJWYSA's schedule, TJWYSA shall have exclusive use of the TISD Athletic Facilities as denoted on the approved schedule, in accordance with this MOU. In the event TJWYSA desires to make a change to the approved schedule, TJWYSA will request prior written approval from TISD for any such change. TJWYSA's failure to provide a schedule constitutes breach of this MOU and if not cured within 10 business days after written notice from TISD, may result in the termination of this MOU by TISD, in TISD's sole discretion.

(6) Sports Association Responsibilities.

a. Annually Updated Documentation and Certifications

TJWYSA must provide, annually, prior to the beginning of its first (or only) playing season in the calendar year, to the TISD Athletics Department, the current versions of:

- A list of Board of Directors and/or Sports Association Officers;
- Information indicating how many youth participate, and where they reside (individual city or out of county)
- A summary statement of operations from the previous year;
- Current set of by-laws, with amendments, if applicable, if changed from the prior year; and
- Proof of liability insurance/certificate of insurance coverage in accordance with TISD's requirements and this MOU.

TJWYSA is responsible for the appropriate approval of coaches in accordance with the rules and requirements of its governing organization(s). TJWYSA shall provide TISD with a list of approved coaches, on request by TISD Athletics Department.

b. Annual Meetings

Representatives of TJWYSA Board will meet with the TISD Executive Director of Athletics, at least annually, or when warranted, to discuss this MOU and TJWYSA's use of the TISD Athletic Facilities.

c. Background Checks

TJWYSA is required to have a background check process in place for all coaches and assistant coaches involved with TJWYSA. Accordingly, upon request by TISD,

TJWYSA shall provide to TISD a list of all coaches and staff whose background checks were processed successfully. TISD does not wish TJWYSA to engage coaches or staff who have questionable background checks.

d. Material Improvements

TJWYSA may not make or allow to be made any alterations, physical additions (including fixtures), or permanent improvements exceeding \$25,000 to the TISD Athletic Facilities, including, without limitation, the addition of fences, backstops, bleachers, goals, light poles, and other fixtures, without prior written approval from TISD. TJWYSA shall submit requests for approval to make alterations or physical additions together with copies of plans and specifications for such alterations. Subsequent to obtaining TISD's approval and prior to commencement of construction of the alterations or physical additions, TJWYSA shall deliver to TISD the building permit, a copy of the executed construction contract covering the alterations, physical additions, or improvements to the TISD Athletic Facilities, and shall have no right, power or authority to encumber any interest in the TISD Athletic Facilities or any TISD property in connection therewith. However, should any mechanics' or other liens be filed against any part of the TISD Athletic Facilities or TISD property by reason of TJWYSA's act or omissions or because of a claim against TJWYSA or its contractors, TJWYSA shall cause the same to be canceled or discharged of record within thirty (30) days after notice by TISD. If TJWYSA fails to cancel or discharge said lien or liens, within said thirty (30) day period, which failure shall be deemed to be an event of default hereunder without the necessity of any further notice, TISD may, at its sole discretion and in addition to any other remedy of TISD hereunder, cancel or discharge the same and upon TISD's demand, TJWYSA shall promptly reimburse TISD for all costs incurred in canceling or discharging such lien or liens. TJWYSA shall cause all alterations, physical additions, and improvements (including fixtures), constructed or installed in or on the TISD Athletic Facilities by or on behalf of TJWYSA to comply with all applicable government codes, ordinances, rules, regulations, and laws. All improvements made by TJWYSA to the TISD Athletic Facilities and/or TISD property shall become the sole property of TISD for its use and disposition subject to the terms of this MOU and lease. If requested in writing by TISD to remove any improvements made by TJWYSA in violation of this MOU, TJWYSA shall remove any such improvements within a reasonable time following such notice.

e. General Maintenance and Upkeep.

TJWYSA shall be responsible for repairing any and all damage to the TISD Athletic Facilities caused by TJWYSA or TJWYSA's participants, volunteers, visitors, employees, agents, contractors, invitees, or licensees. TJWYSA shall make all such repairs and perform general maintenance and upkeep as required by this MOU within ten (10) business days after written notice of such failure from TISD, TISD may undertake such repairs and general maintenance and upkeep, and TJWYSA

shall reimburse TISD for the costs of all such repairs and general maintenance and upkeep.

TJWYSA shall keep the TISD Athletic Facilities, and the related improvements, fixtures, and facilities neat and orderly, and shall not commit any waste, damage, or destruction to any TISD property, including, without limitation, school buildings, or other TISD facilities, other than ordinary wear and tear involved in customary sports events. TJWYSA shall be responsible for the treatment of TISD property, including the TISD Athletic Facilities, by its participants, volunteers, visitors, invitees, agents, etc., during use by TJWYSA. At the request of a TISD principal or designee, TISD may require TJWYSA to reimburse TISD for all costs associated with cleanup after a TJWYSA event.

f. Use by other parties

TJWYSA shall not grant permission to any person, group, or organization, other than customary concessions and individuals/entities directly involved with the activities of TJWYSA, for access to or use of the TISD Athletic Facilities or any portion thereof without the prior written consent of the TISD Superintendent of Schools, or designee. TJWYSA understands and agrees that TISD retains the right to allow other persons or groups to use the TISD Athletic Facilities when not in use by TISD or TJWYSA.

g. Approved vendors

TJWYSA shall only procure goods and services exceeding \$25,000 for use at or materially affecting the TISD Athletic Facilities from TISD-approved vendors. TISD's Purchasing Department has primary responsibility for maintaining a list of approved vendors. Should TJWYSA desire to procure goods and services exceeding \$25,000 for use at or materially affecting the TISD Athletic Facilities from a non-TISD-approved vendor, TJWYSA shall obtain advance consent from TISD. This provision shall not apply to concessions, goods, or services not materially affecting the TISD Athletic Facilities.

h. Access to TISD Athletic Facilities

TISD will be responsible for providing access to the TISD facilities and securing facilities after use by TJWYSA.

i. Safety and Security

Safety and security are the top priorities of TISD and TJWYSA. TJWYSA is responsible for all safety and security of the TISD Athletic Facilities while the TISD Athletic Facilities are in use by TJWYSA. TJWYSA shall cooperate with TISD to comply with TISD's procedures for emergency situations. In the event of an accident or emergency occurring on the TISD Athletic Facilities, TJWYSA shall (1) promptly notify the appropriate first responder and (2) notify the TISD Executive Director of Athletics as soon as possible but in no event later than twenty-four (24) hours after the occurrence.

j. Compliance with laws

TJWYSA shall comply with, and TJWYSA shall cause its visitors, volunteers, participants, employees, contractors, agents, invitees, and licensees to comply with, all laws, regulations, ordinances, orders, and rules of any state, federal, municipal, and other agencies or bodies having any jurisdiction thereof and TISD policies and procedures relating to TJWYSA's use of the TISD Athletic Facilities.

k. Insurance

TJWYSA represents and agrees that it shall provide and maintain certain insurance as required by TISD in amounts and through carrier(s) that are satisfactory to TISD, including, but not limited to, bodily injury liability insurance of at least \$300,000 per accident and property damage insurance of at least \$100,000 per occurrence with an insurance a carrier with at least an A+ rating. TJWYSA shall cause the insurance policy(ies) to name TISD as an additional insured; provide that any losses will be payable notwithstanding any act or negligence of TISD or any other person; provide that the insurer will have no right of subrogation against TISD; and be reasonably satisfactory to TISD in all other respects. TJWYSA shall provide TISD certificates of insurance indicating proof of any such required insurance prior to the start of the fall and spring seasons during which TJWYSA will use the TISD Athletic Facilities. TJWYSA shall assure that TISD will receive written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation, or termination of such insurance policies.

(7) TISD Responsibilities.

a. General Maintenance/Material Improvements

TISD reserves the right, at its sole discretion and without the consent of TJWYSA, to make temporary or permanent alterations, physical additions (including fixtures), changes, modifications, additions, or improvements in or to TISD property, including the TISD Athletic Facilities. In accordance with 7(b), TISD shall timely notify TJWYSA in advance of any such changes materially affecting the TJWYSA's use of such facilities. TISD shall not be responsible for replacement or

repair as a result of any alteration, physical addition, change, modification, addition, or improvement.

b. First Priority for Use

TISD, or any TISD or school-sponsored group or athletic team receiving academic credit, has first priority to the use of the TISD Athletic Facilities, during both instructional and non-instructional time. TJWYSA has second priority to the use of the TISD Athletic Facilities. At any time, upon prior written notice of at least 30 days, TISD may, at its sole discretion, add or delete athletic playing fields or related facilities from the list of TISD Athletic Facilities which are available to TJWYSA under this MOU. TISD reserves the right to alter use priority and/or availability of facilities in the event of emergency, extenuating, or unforeseen circumstances, including UIL activities, inclement weather, or other similar situation, without prior written notice of at least 30 days. In the event that fields are deleted and others are added as replacements, or if alteration, addition, change, modification, or improvement affecting TJWYSA's use of such facilities as provided in 7(a) occur, TISD and TJWYSA shall cooperate to locate TISD replacement facilities comparable as to use and location with the deleted facilities.

c. Communication

It shall be the responsibility of TISD to notify all TISD principals, coaches, and applicable staff at each TISD school regarding the terms of this MOU.

- (8) Non-Compliance. Notwithstanding any provision herein to the contrary, if TJWYSA does not comply with any material part of this MOU, and the failure to comply is not corrected within thirty (30) days after written notice from TISD, this MOU and the rights of TJWYSA to use the TISD Athletic Facilities may be terminated as provided in paragraph (3) herein, TISD may not terminate this MOU so long as TJWYSA is making reasonable efforts to cure such non-compliance.
- (9) Liability. Neither TISD or its trustees, officers, employees, or agents shall have any liability or responsibility for any claim or cause of action of any person or group arising from (a) the use of the TISD Athletic Facilities by TJWYSA and TJWYSA's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) any activity or sport conducted on the TISD Athletic Facilities by any person associated with TJWYSA, or (c) non-compliance with this MOU, or (d) any act, omission, or negligence of TJWYSA, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants, or visitors.

EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, TISD MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, TISD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCES SHALL TISD BE LIABLE FOR EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS REVENUE, OR GOODWILL DUE TO ANY CAUSE WHATSOEVER, EVEN IF TISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(10) **INDEMNITY. TJWYSA AGREES THAT TJWYSA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TISD AND TISD'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF TJWYSA AND/OR TJWYSA'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU. TJWYSA'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS MOU.**

(11) **Invoice/Payment. TISD's Executive Director of Athletics will submit invoices at the end of each sports season to TJWYSA. All payments are due within thirty (30) calendar days after the date of invoice. All remittances of fees by TJWYSA will be made either by check or by wire transfer, in U.S. currency. Any amount payable to TISD pursuant to this MOU that is not paid within sixty (60) days of TJWYSA's receipt of a proper invoice, and not otherwise reasonably disputed by TJWYSA in writing, will bear interest until paid at a rate equal to 1.5% per month.**

TJWYSA's failure to make timely payments due under this MOU shall constitute a breach of contract and default under this MOU. In the event of TJWYSA's default, TISD has the right to terminate this MOU immediately, in TISD's sole discretion.

(12) **Notice. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:**

If to TISD: Steve Prentiss
Temple ISD
401 Santa Fe Way
Temple, Texas 76501

If to TJWYSA: Remy Godfrey
Temple Jr. Wildcats
PO Box 1800
Temple, Texas 76503

Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.

- (13) Designation. TJWYSA hereby designates the current President of TJWYSA as the person in charge of and responsible for all programs and activities of TJWYSA and this MOU. This person shall be responsible to the principal of each TISD school on which TISD Athletic Facilities are located and at which the sports events are scheduled. The TJWYSA President is Remy Godfrey.
- (14) Relationship of the Parties. It is understood and agreed that TJWYSA is a separate legal entity from TISD and TJWYSA is not an employee, agent, joint venture, or partner of TISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between TISD and either TJWYSA or any employee or agent of TJWYSA. TJWYSA assumes full responsibility for the actions of its participants, visitors, employees, contractors, agents, invitees, and licensees and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. TJWYSA agrees that TISD has no responsibility for any conduct of TJWYSA or TJWYSA's participants, volunteers, visitors, employees, contractors, agents, licensees, or invitees. This MOU shall not be construed or deemed an endorsement of TJWYSA by TISD.
- (15) No Waiver of TISD Immunity. The execution of this MOU and the performance by TISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and TISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to TISD, its trustees, officers, employees, or agents under federal or Texas law.
- (16) No Third-Party Beneficiaries. Nothing in this MOU shall be deemed or construed to create any third-party beneficiaries or to give any third party any claim or right of action against any party to this MOU.
- (17) Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Bell County, Texas.
- (18) Entire Agreement. This MOU and the attached and incorporated addendum or exhibits, if any, constitute the entire agreement of the parties relative to the purpose(s)

of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

- (19) Severability. In the event that any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- (20) Interpretation. The parties agree that the normal rules of construction, that require that any ambiguities in this MOU are to be construed against the drafter, shall not be employed in the interpretation of this MOU.
- (21) Changes and Amendments. This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.
- (22) Assignment. Neither this MOU nor any rights, duties, or obligations under it shall be assignable by TJWYSA without the prior written acknowledgment and authorization of TISD. Any attempted assignment by TJWYSA without TISD's prior written consent shall be void.
- (23) No Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
- (24) Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- (25) Counterparts. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

Executed this _____ day of _____, 2025.

[signature page follows]

Temple Independent School District

By: _____
Dr. Bobby Ott, Superintendent of Schools, TISD

Temple Jr. Wildcats Youth Sports Association

By: _____
Remy Godfrey, President, TJWYSA