MEMORANDUM OF UNDERSTANDING

Between

Uvalde Youth Sports, Inc.* and the *Uvalde Consolidated Independent School District

Dated

October ___, 2026

This Memorandum of Understanding ("MOU") is entered into by and between **Uvalde Youth Sports, Inc.**, a Texas nonprofit corporation ("UYS" or "the Organization"), and the **Uvalde Consolidated Independent School District**, a public school district organized under the laws of the State of Texas ("UCISD" or "the District"). Both parties share a commitment to promoting youth athletic development, healthy lifestyles, and community engagement within the City of Uvalde and surrounding areas. In furtherance of this shared mission, the parties agree to cooperate in good faith under the terms and conditions set forth herein. This MOU establishes a framework for collaboration regarding the use of UCISD athletic facilities for the benefit of UYS.

SECTION 1. PURPOSE

The purpose of this Memorandum of Understanding is to define the cooperative relationship between UYS and UCISD in pursuit of their shared goal of promoting youth athletic programs, fostering healthy and active lifestyles, and strengthening community engagement in Uvalde, Texas. This MOU establishes the framework for cooperation between UYS and UCISD with respect to the use of District athletic facilities. Nothing herein shall be construed as creating a legally binding contractual obligation beyond the good-faith intentions of the parties as expressly stated.

SECTION 2. RESPONSIBILITIES OF UYS

UYS agrees to undertake the following responsibilities in connection with this MOU:

- Organize, administer, and operate youth sports programs in Uvalde in a manner that fosters and supports athletic programs, healthy and active lifestyles, and community engagement;
- Provide qualified coaches, program directors, and support staff with appropriate training for each sport offered;
- Maintain open and regular communication with UCISD's designated liaison regarding seasonal scheduling, facility needs, program updates, and any matters affecting the use of District property;
- Comply fully with all applicable UCISD policies, procedures, rules, and regulations while using District facilities, including but not limited to conduct standards, facility-use guidelines, and campus security protocols;
- Provide current and valid proof of insurance, as specified in Section 7 of this MOU, to UCISD prior to the commencement of each sports season; and
- Assume full responsibility for the conduct and behavior of all UYS coaches, volunteers, parents, spectators, and participants while on UCISD property, and take prompt corrective action as needed to address any violations of District policies or standards of conduct.

SECTION 3. RESPONSIBILITIES OF UCISD

UCISD agrees to undertake the following responsibilities in connection with this MOU:

- Make athletic facilities and their respective parking areas and restrooms available to UYS in accordance with the mutually agreed-upon schedule, subject to facility availability and the priority of District school activities;
- Assign District liaisons who shall serve as the primary point of contact for UYS to coordinate scheduling, facility access, and day-to-day operational matters;
- Notify UYS of any anticipated scheduling conflicts, facility maintenance closures, or other changes affecting previously confirmed UYS use with reasonable advance notice, to the extent practicable; and

- Retain the authority, at all times, to cancel, reschedule, or modify UYS facility access as necessary due to school-related activities, extracurricular events, emergencies, safety concerns, or other District priorities, without liability to UYS.

SECTION 4. FACILITIES USE

UCISD agrees to make available athletic facilities, including but not limited to athletic fields, gymnasiums, courts, and associated common areas. All facility use is limited exclusively to approved UYS programs and sanctioned activities.

UYS agrees to leave all UCISD facilities in the same or better condition as found at the commencement of each use period. UYS shall be responsible for removing all equipment, trash, and personal property belonging to UYS, its coaches, or participants at the conclusion of each use period. UYS shall report any damage to facilities to the UCISD liaison within twenty-four (24) hours of discovery.

UYS shall not make, authorize, or permit any alterations, modifications, improvements, or additions to any UCISD facility or property without prior written approval from UCISD. Any unauthorized alteration shall be remedied at UYS's sole expense.

SECTION 5. SCHEDULING

The UYS Board shall be responsible for all scheduling with UCISD and among the players, coaches, and parents involved in UYS. The UYS Board shall communicate with all designated UCISD liaisons to confirm availability of facilities and to handle all aspects of scheduling.

UCISD school activities, District athletic events, and other school-related functions take priority over UYS programming at all times. UYS scheduling is subject to facility availability and may be adjusted or displaced to accommodate District needs. UCISD will endeavor to provide alternative dates or facilities where feasible.

In the event of a scheduling conflict arising after a UYS schedule has been confirmed, the UCISD liaison shall notify UYS as soon as practicable. The parties agree to work cooperatively and in good faith to identify an equitable resolution, which may include alternative facilities, rescheduled dates, or adjusted times.

SECTION 6. LIABILITY AND INDEMNIFICATION

Each party shall be solely responsible for its own acts, omissions, errors, and negligence, as well as those of its respective officers, employees, agents, volunteers, and contractors.

To the fullest extent permitted by applicable law, UYS agrees to indemnify, defend, and hold harmless UCISD, its Board of Trustees, Superintendent, administrators, employees, agents, and volunteers from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to UYS's activities, operations, or presence on UCISD property under this MOU, except to the extent that such claims are caused by or result from the negligence or willful misconduct of UCISD.

UCISD shall not be responsible or liable for the loss, theft, or damage to any personal property of UYS, its coaches, volunteers, or participants brought onto or stored on UCISD property. UYS assumes all risk associated with the storage or use of its equipment and property on District premises.

Governmental Immunity Acknowledgment: The parties acknowledge that UCISD is a governmental entity organized under the laws of the State of Texas and, as such, may be entitled to certain immunities and protections under Texas law, including but not limited to the Texas Tort Claims Act (Tex. Civ. Prac. & Rem. Code Chapter 101). Nothing in this MOU shall be construed as a waiver of any such immunity, defense, or protection available to UCISD under applicable state or federal law.

SECTION 7. INSURANCE

Throughout the term of this MOU, UYS shall obtain, maintain, and keep in full force and effect, at its own cost and expense, Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the annual aggregate, covering bodily injury, property damage, personal injury, and advertising injury arising from UYS's activities on UCISD property;

UYS shall name UCISD as an additional insured on all Commercial General Liability policies maintained pursuant to this Section. UYS shall provide UCISD with current certificates of insurance evidencing the required coverage prior to each sports season and upon request at any

time during the term. All such policies shall provide for at least thirty (30) days' prior written notice to UCISD of cancellation or material modification.

SECTION 8. TERM

This MOU shall become effective upon the date of the last authorized signature affixed below ("Effective Date") and shall remain in full force and effect until terminated by either party as provided herein.

SECTION 9. TERMINATION

Termination Without Cause: Either party may terminate this MOU, without cause and without penalty, upon **ninety (90) calendar days'** prior written notice to the other party. Termination shall be effective on the date specified in the notice, which shall be no sooner than ninety (90) days from the date of delivery.

Termination for Material Breach: Either party may terminate this MOU immediately upon written notice of material breach if the breaching party fails to cure such breach within **thirty (30) calendar days** of receiving written notice identifying the nature of the breach and the required corrective action. If the breach is of a nature that cannot reasonably be cured within thirty (30) days, the breaching party must initiate cure within such period and diligently pursue completion.

Effect of Termination: Upon termination of this MOU for any reason, UYS shall vacate all UCISD facilities within **five (5) business days** of the effective date of termination, removing all equipment, signage, and personal property. UYS shall remain fully responsible for the fulfillment of any outstanding financial obligations, the repair of any damage to UCISD property caused during UYS's tenancy, and compliance with any post-termination obligations set forth herein.

SECTION 10. GENERAL PROVISIONS

10.1 Entire Agreement. This MOU constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, negotiations, representations, and agreements, whether oral or written, relating thereto.

10.2 Amendments. No modification, amendment, or supplement to this MOU shall be valid or enforceable unless made in writing and duly executed by authorized representatives of both parties.

10.3 Governing Law. This MOU shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Venue for any dispute arising hereunder shall lie exclusively in the appropriate courts of Uvalde County, Texas.

10.4 Notices. All notices, requests, demands, consents, or other communications required or permitted under this MOU shall be in writing and shall be deemed duly delivered when: (i) personally delivered; (ii) sent by certified U.S. mail, return receipt requested, postage prepaid; or (iii) sent by a nationally recognized overnight courier, to the addresses set forth in the signature block below. Either party may update its notice address by providing written notice to the other party in accordance with this provision.

10.5 Severability. If any provision of this MOU is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the MOU to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

10.6 No Waiver. The failure of either party to enforce any provision of this MOU on any occasion shall not constitute a waiver of such party's right to enforce that or any other provision on any future occasion. All waivers must be in writing and signed by the waiving party to be effective.

10.7 Independent Parties. The parties to this MOU are and shall remain independent entities. Nothing in this MOU shall be construed to create an employment relationship, agency relationship, partnership, joint venture, or fiduciary relationship between UYS and UCISD, or between either party and the employees, agents, or volunteers of the other. Neither party shall have the authority to bind the other contractually or otherwise.

10.8 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed valid for purposes of execution.

SIGNATURES

IN WITNESS WHEREOF, the authorized representatives of the undersigned parties have executed this Memorandum of Understanding as of the date last written below.

UVALDE YOUTH SPORTS, INC.

By: Holden Radicke
Its: President

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By::
Its: