

**Agreement between  
HUNTSVILLE INDEPENDENT SCHOOL DISTRICT  
and the BOYS AND GIRLS CLUB OF WALKER COUNTY, TEXAS, INC**

This Memorandum of Understanding (MOU) is made and entered into between the Huntsville Independent School District (hereinafter referred to as the "DISTRICT") and the Boys and Girls Club of Walker County, Texas, Inc. (hereinafter referred to as the "B&GC"), who agree to the following terms for the use of office space for the administrative staff and programming on the terms and conditions set forth below:

1. The District will provide office space in the HISD Support Center for B&GC administrative duties and programming. So long as the B&GC is not default under the terms of this agreement, the District shall furnish electric and water utilities and maintenance including any repairs on existing air conditioning and heating systems on this designated premises.
2. The B&GC shall be responsible for any costs incurred in cleaning the designated areas issued by the District. The district will not be responsible for any costs associated with the relocation of the Executive Director's office or the regular operation of said office except as already stated. The B&GC shall be responsible for all telephone and internet services.
3. The district shall have the right to enter any and all parts of the designated school premises for the purpose of inspections, cleaning, maintenance, repairs, alterations, or additions as the district may deem necessary without prior notification to the B&GC.
4. The B&GC will be allowed to promote its various programs by advertising the programs in B&GC releases and through the appropriate information channel at each school site.
5. The B&GC will not make alterations, additions, or improvements to the premises without the consent of the district.
6. The term of this agreement ***shall begin August 1, 2024 and continue through July 31, 2025***. During the term of this agreement, B&GC will use only the designated spaces specified in this agreement.
7. Only students enrolled in the B&GC program will participate in the designated B&GC program. The B&GC agrees not to discriminate on the basis of race, sex, religion, creed, or handicapping condition, in any way, when enrolling students in this program.
8. Upon termination of the agreement, B&GC may be requested to provide the District with accounting records, including profit and loss statements.
9. The B&GC shall not use or permit the use of the school premises in any manner that result in waste of the premises or constitutes a nuisance. Neither shall the B&GC use or permit the use of the premises for any illegal purpose. The B&GC, at its own expense, will comply, and cause its officers, employees, agents, and invites to comply with all applicable ordinances, rules and regulations of governmental agencies, including but not limited to school district policies concerning the use of the premises.
10. The B&GC shall not provide or allow any formal religious instruction in its programs on the designated school premises, nor will it provide or allow the display of any religious materials or artifacts on the premises.
11. The B&GC shall be responsible for maintaining liability insurance with limits of \$1,000,000.00 for each person, \$500,000.00 for each accident and \$25,000.00 property damage insuring against loss or damage resulting to persons or property. B&GC will carry Workers Compensation Insurance on B&GC employees. A current copy of insurance policies shall be made available to the district at its request.
12. The B&GC agrees to indemnify and hold the district harmless against any and all claims, demands, costs, and expenses, including reasonable attorney's fees for the defense of such B&GC business on the designated school premises, or from any breach on the part of the B&GC of any conditions of this agreement, or from any act of negligence of the B&GC, its officers, agents, contractors, employees, subtenants, or invites in or about the designated school premises. In case of any actions or proceedings brought against the district, by reason of any claim, B&GC upon notice from the District, agrees to defend the action or proceeding by council acceptable to the District. B&GC assumes total liability for any injury or property damage from or during its use of the school facilities.
13. The B&GC shall not assign this agreement or any interest under it, sublet any part of the designated school premises, or permit the use of occupancy of the premises by any person other than the B&GC or B&GC agents and employees without prior consent of the District in each instance.
14. No act or thing done by the district or its agents during the agreement term shall be deemed as acceptance of a surrender of premises, and no agreement to accept a surrender shall be valid unless the same is in writing and subscribed by the District.
15. All written notices to be given under this agreement, unless otherwise stated in this agreement, shall be given in person, by certified or registered mail, addressed to the proper party at the following addresses:

Huntsville Independent School District    Boys & Girls Club of Walker Co. Texas, Inc.  
441 FM 2821 East                                    P.O. Box 8600  
Huntsville, Texas 77340-9298                    Huntsville, Texas 77340

Either party may change their address to which notices are to be sent by giving notice of the new address in the manner provided in this section.

16. This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understanding, written or oral agreements between the parties respecting the subject matter of this agreement.
17. No amendment, modification, or alteration of the terms of this agreement shall be binding unless submitted and accepted in writing, dated subsequent to the date of this agreement, and duly executed by both parties of this agreement.
18. The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
19. No waiver, by either party of any default or breach of any term, condition or covenant of agreement, shall be deemed to be a waiver of any other term, condition or covenant of the agreement.
20. If the district defaults in the performance of any term, covenant or condition required to be performed by it under this agreement, the B&GC may terminate this agreement upon giving at least fifteen (15) working days written notice to the District. The agreement will be terminated on the date designated in the B&GC's notice unless the District has cured the default prior to expiration of the fifteen (15) working days written notice of failure given by the B&GC.
21. In addition to all rights and remedies the District has under the law, the District shall have the right to terminate this agreement upon written notice to B&GC if B&GC fails to comply with any term, provision, or covenant of this agreement.
22. Neither the District nor the B&GC shall be required to perform any term, condition, or covenant on this agreement as long as such performance is delayed or prevented by acts of God, material or labor restrictions by any government authority, civil riot, floods, and any other cause not responsible within the control of the District or the B&GC and which by the exercise of due diligence the District or the B&GC is unable, wholly or in part, to prevent or overcome.

The undersigned representatives of the District and of the B&GC execute this agreement on \_\_\_\_\_

\_\_\_\_\_, 2024 in Huntsville, Walker County, Texas.

By: \_\_\_\_\_  
District: President of Board of Trustees  
Huntsville Independent School District  
441 FM 2821 East  
Huntsville, Texas 77340



By: \_\_\_\_\_  
Boys & Girls Club of Walker County, Texas, Inc.  
Chief Executive Officer  
P.O. Box 8600  
Huntsville, Texas 77340