

Memorandum of Understanding

USD 434 – Santa Fe Trail

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Trail Basketball Program

- USD 434-Santa Fe Trail (SFT) will strive to work with and in conjunction with the Trail Basketball Program (TBP) in the support of youth activities. Through this mutual support, SFT and TBP will share and use the basketball facilities of SFT.
- TBP will provide SFT a proposed schedule for the season as soon as practical and will communicate with SFT's designated individual concerning building use dates.
- There will be no cost to TBP for the use of the basketball facilities except expenses relating to damages and liability claims as set forth below. Use of any one gym by any one team is limited to twice weekly. Each team roster must contain at least 100% of USD 434 district players to use the facilities at no cost for students up through grade 6. Roster selection for junior and senior high school students will be based on KSHSAA Rule 33 for Basketball. For each team of junior or senior high levels, at least 3 members must be USD 434 students. Use of any one gym more than the agreed to twice weekly or with a team that has a roster of less than 100% USD 434 players will result in normal gym fees as per Board of Education policy.
- TBP shall be responsible for any and all damages which may result from the use of the SFT facilities during a TBP event or activity.
- TBP shall be liable for any and all claims including, but not limited to, personal injury, property damage and/or negligence which may arise out of TBP use of a SFT facility during a TBP event.
- TBP shall provide personal and financial support to the SFT Basketball Program as they are capable of doing so.
- Should TBP want to use the facilities outside the scope of this agreement, the entities will address these requests through one another. All for-profit use of facilities that fall outside the scope of this agreement and are subject to reasonable fees as set by the facility's controlling party for use (tournaments).
- In the event that use of a facility by TBP conflicts with the use of a facility by SFT, the SFT activity shall be given priority and TBP shall make alternative accommodations for the TBP event.

- TBP will follow all guidelines set forth by KSHSAA. All teams will strictly follow the rules/policies and not intentionally bring harm to the Santa Fe Trail basketball teams or coaches. All TBP coaches must be aware of and follow these rules. The rules can be found at www.kshsaa.org
- In the event a dispute arises between the parties to the Memorandum of Understanding with regard to any matter governed by the Memorandum of Understanding to the parties shall use their best efforts and negotiate in good faith to resolve the dispute prior to taking any additional action as set forth below.
- This Memorandum of Understanding may be terminated by either party with not less than 30 days written notice to the other party.
- This Memorandum of Understanding shall be governed by the laws of the State of Kansas and any legal action brought under this Memorandum of Understanding shall be brought in the District Court of Osage County, Kansas.

Trail Basketball Program

Date

USD 434-Santa Fe Trail

Date