

Memorandum of Understanding and Lease Agreement
Between
Henderson County Public Schools
and
Boys and Girls Club of Henderson County

1. Parties

This Memorandum of Understanding and Lease (“Agreement”) is made and entered into on the dates listed below between **Henderson County Public Schools (“HCPS”)** and **Boys & Girls Club of Henderson County (“BGC”)**.

2. Purpose

The purpose of this Agreement is to establish the terms and conditions under which HCPS will lease and utilize the real property and improvements located at 1304 Ashe Street in Hendersonville, North Carolina from BGC to operate, educate, and feed HCPS students.

3. Term of Agreement

This MOU will be effective from October 9, 2024 until terminated by either party as outlined in this Agreement.

4. Utilities and Maintenance, Other Expenses

BGC will be responsible for providing all utilities (water, electricity, heating, and cooling) necessary for the operation of the facility. HCPS will reimburse BGC for utilities at the end of the Agreement in a lump sum payment. Routine maintenance and upkeep of the facilities will be the responsibility of HCPS and any damage caused by HCPS students or staff will be the responsibility of HCPS. HCPS may reimburse BGC for other expenses incurred by BGC as a result of the use of the BGC’s property by HCPS, if the parties agree on the nature and amount of such expenses.

5. Termination

Either party may terminate this agreement by providing a 30-day written notice to the other party via email as follows:

For HCPS:

Mark R. Garrett
Superintendent
Henderson County Public Schools
mrgarrett@hcpsnc.org

For BGC:

Kent Parent
Chief Executive Officer
Boys & Girls Club of Henderson County
kentp@bgchendersonco.org

6. Liability and Insurance

To the maximum extent covered by any applicable insurance, HCPS agrees to indemnify BGC against and to hold BGC harmless from all liabilities, loss, claims, damages, charges, liens, causes of action and proceedings of every kind and nature in connection with any injury to any person or the death of any person, or damage to the property of any person, including the person or property of BGC, arising from the use or occupancy of the BGC property and improvements by HCPS, its agents, employees, or students, unless occasioned directly by the fault or neglect of BGC. In connection therewith, HCPS agrees to pay any premium to become an additional insured on the property insurance carried by BGC and HCPS agrees to carry liability insurance for the term of this Agreement to cover liability for any potential damages, injuries, or accidents involving students or staff while on the premises. Any damages, injuries, or accidents due to negligence of BGC will be the responsibility of BGC.

7. Execution & Amendments

This MOU may be executed in counterparts and will be considered as one executed Agreement. Facsimile and/or electronic signatures, including in .pdf files, shall be treated as originals. The Agreement may be amended or modified only in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agreement by their officers thereunto duly authorized as of the day and year first written above.

Henderson County Public Schools

By: M. G. Gault, Superintendent

Date: 10/9/2024

Boys & Girls Club of Henderson County

By: Stephany - Stepha Hawthorn, Board of Directors President

Date: 10-9-24

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Beal Sack
Finance Officer

10-9-24
Date