

## MEMORANDUM OF UNDERSTANDING BETWEEN DAVIS DIVING CLUB AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

**BRIEF DESCRIPTION OF CONTRACT:** This agreement provides a practice facility for the Davis Senior High School Diving Team. This agreement is effective January 19, 2019 through June 30, 2019.

**FISCAL IMPACT:** The cost of this agreement is allocated in the site budget.



## **MEMORANDUM OF UNDERSTANDING FOR FACILITY USE**

This Use of Facilities Agreement (“Agreement”) is entered into by Davis Joint Unified School District] (“District”) and Davis Diving Club (“Entity”).

The District has requested, and the Entity has approved, the District’s use of the Diving Pool for Davis Senior High School Diving Team practice.

This Agreement is effective from January 1, 2019 to June 30, 2019, unless otherwise terminated or extended by a written document executed by both parties.

Use of the Pool shall occur on dates and times mutually agreed to by the District and the Entity, as evidenced by a jointly executed writing.

The District’s right to use the Pool is subject to a use fee of \$\_1,000.00, determined to be the operational cost to the Entity for the District’s use of the pool.

The District provides that the Davis Senior High School Divers will practice alongside the Davis Diving Club Participants under the direction of the DJUSD Coach.

The Davis Senior High School Divers are DJUSD sponsored student athletes during the practice hours.

DJUSD will sign up each Davis Senior High School Diver for the USA Diving membership in the amount of \$15.00.

### **INDEMNIFICATION:**

Insofar as permitted by law, DJUSD shall assume the defense and hold harmless the Davis Diving Club and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys’ fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, the Davis Diving Club shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys’ fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of IMC Inc. Painting and Drywall, its officers, agents or employees, arising out of their performance under the terms of this agreement.

Each provision of this Agreement shall be interpreted in a manner giving meaning and purpose to each term and provision and, to the fullest extent possible, deemed valid and effective. If any provision of this Agreement is deemed invalid, all remaining provisions shall remain effective. All issues regarding the interpretation and effectiveness of this agreement is controlled by California law, with any disputes subject to binding arbitration,

with the parties agreeing that such arbitration is to be conducted in the most expeditious and cost effective manner. The prevailing party in such an arbitration, in the arbitrator's discretion, may be awarded reasonable attorney's fees and costs.

This is a fully integrated document, containing the entirety of the parties' agreements. Both parties must agree in writing to any change in the terms of this Agreement; neither oral modification nor course of conduct will be deemed a sufficient basis to alter or change the terms of this Agreement. The provisions of this contract cannot be waived, nor shall either party rely upon the actual or alleged failure to require complete compliance with all aspects of this Agreement as an excuse or basis not to carry out its own respective obligations.

This Agreement has been duly reviewed and approved by the authorized agents of the District and Agency, who warrant and represent that they have the power and authority to bind their respective principals to the terms of this Agreement

Dated: _____	Dated: _____
By: _____	By: _____
Title: _____ Davis Diving Club "	Title: _____ Davis Joing Unified "School District