

MEMORANDUM OF AGREEMENT FOR USE OF THE NORTHWEST COMMUNITY CENTER

This Memorandum of Agreement ("MOA") is entered into as of August 20th, 2024, by and between Mr. Mickie & Friends ("Mickie") and the Northwest Community Center (NWCC), regarding the usage of the NWCC facilities for recreational programming for Ark City Youth.

1. Purpose
 - a. The Northwest Community Center, a subdivision of the City of Arkansas City, shall provide access to the Northwest Community Center for Mickie to conduct recreational programming for Ark City Youth.
 - b. The use of the facilities shall be on Fridays from 4:00 PM to 10:00 PM.
 - c. The parties acknowledge that the use conferred herein is conferred on an "interruptible" basis and is subservient to times the facility may be otherwise utilized by citizens and other public groups in the Community consistent with the Rules and Regulations for its usage.
2. Participating Parties
 - a. Mr. Mickie & Friends, represented by Michael "Mickie" Schmith.
 - b. Northwest Community Center - City of Arkansas City
3. Participate Supervision
 - a. Participants will be supervised by Mr. Mickie & Friends' representatives in accordance with Northwest Community Center Rules and Regulations for the normal use of recreation activities.
4. Recreational Programming
 - a. The recreational programming is open to youth and parents of the local community.
 - b. From 4:00 PM to 6:00 PM, the facilities will be open for recreation.
 - c. From 6:00 PM to 7:00 PM or 7:30 PM, a snack or dinner will be served.
 - d. Following dinner, a 1-to-2-hour activity or program will take place.
5. Duration of Agreement
 - a. The term of this agreement shall be one year, commencing on September 1st, 2024, and ending on August 31st, 2025.
 - b. A review of the usage, actual cost, and related concerns will occur at the end of the agreed-upon year. Either party may cancel this agreement at any time upon written notice delivered to the other party.
6. Supplies
 - a. All required specialized equipment and supplies will be provided by Mr. Mickie & Friends or the participating group.
7. Insurance and Fee
 - a. Proper insurance coverage will be provided by Mickie for the duration of facility usage.
 - b. Mickie agrees to pay a fee of \$5.00 per hour of facility usage.
 - c. Fees are to be paid monthly at the first of every month.
 - d. Failure to do so could result in termination of this agreement if payment is not made within 30 days of the due date.

8. Liability

- a. A waiver of liability will be signed by parents each contract year, releasing the NWCC of any liability of each child.

9. Facility Conditions

- a. The Northwest Community Center will maintain the facility in a safe and usable condition.
- b. Repair of any damage to the facility beyond normal wear by the participants will be the responsibility of Michael "Mickie" Schmith
- c. Any damage for which Mr. Mickie & Friends is responsible will be brought to their attention immediately after it occurs or at least within one week of occurrence.

10. Contact Information

- a. For any inquiries or discussions pertaining to this agreement, parties may contact:
 - Michael "Mickie" Schmith
 - Phone: 620-333-0269

11. Governing Law

- a. This MOA shall be governed by and construed in accordance with the laws of Arkansas City, Cowley County, and State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date first above written.

Mr. Mickie & Friends:

[Michael "Mickie" Schmith]

Northwest Community Center:

[Authorized Representative]