

MEMORANDUM OF UNDERSTANDING

Town of Saratoga, Wyoming · Boys & Girls Clubs of Central Wyoming

Effective Date: _____

Parties: This Memorandum of Understanding (“MOU”) is entered into between the **Town of Saratoga, Wyoming**, a Wyoming municipal corporation (“Town”), and the **Boys & Girls Clubs of Central Wyoming**, a Wyoming nonprofit corporation (“BGCCW”).

Subject Property: That certain parcel of Town-owned real property located at **[PROPERTY ADDRESS, SARATOGA, WYOMING]**, further identified as Carbon County Assessor Parcel No. **[PARCEL NO.]**, containing approximately **[ACREAGE/SQ. FT.]**, and more particularly described in **Exhibit A** attached hereto (the “Property”).

PURPOSE

The purpose of this MOU is to confirm the mutual intent of the Town and BGCCW to negotiate and execute a formal Long-Term Ground Lease Agreement (“Lease”) for the Property, for the purpose of developing and operating a Boys & Girls Club youth facility that will serve the children and families of Saratoga and the surrounding region. This MOU does not constitute a binding lease or commitment to lease; it is a statement of cooperative intent and a framework for next steps.

MUTUAL COMMITMENTS

The Town agrees to: (1) negotiate the Lease in good faith; (2) provide BGCCW reasonable access to the Property for due diligence; (3) share available Property records within 30 days of execution; and (4) refrain from leasing or encumbering the Property to any third party during the term of this MOU without 30 days prior written notice to BGCCW.

BGCCW agrees to: (1) negotiate the Lease in good faith; (2) conduct all due diligence at its sole cost and expense; (3) deliver a written Conceptual Development Plan to the Town within **[90/120 DAYS]** of execution; (4) maintain its Wyoming nonprofit and federal 501(c)(3) status throughout the MOU term; and (5) indemnify and hold the Town harmless from any claims arising from BGCCW’s entry upon the Property during due diligence.

NEXT STEPS

The parties will work toward execution of a formal Lease Agreement, with a target timeline of **[12–18 MONTHS]** from the effective date of this MOU. The Lease (already substantially drafted) will address all material terms of the long-term ground lease, including the lease term, rent, permitted uses, development obligations, community benefit requirements, insurance, maintenance, and the reversion of improvements. Execution of the Lease shall require Town Council approval as required by Wyoming law, including Wyoming Statute § 15-1-103.

TERM & TERMINATION

This MOU is effective upon execution by both parties and shall remain in effect for **[12/18 MONTHS]**, unless earlier terminated by either party upon 30 days’ written notice, by mutual written agreement, or

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automatically upon full execution of the Lease. Each party shall bear its own costs and expenses in connection with this MOU.

GENERAL

This MOU is governed by Wyoming law. Except for the indemnification obligation and the Town's notice obligation described above, this MOU is non-binding. This MOU may be amended only by written agreement of both parties. Notices shall be delivered to the authorized representatives identified in the signature block below. This MOU may be executed in counterparts; electronic signatures shall be deemed valid.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date last written below.

TOWN OF SARATOGA, WYOMING

BOYS & GIRLS CLUBS OF CENTRAL WYOMING

A Wyoming Municipal Corporation

A Wyoming Nonprofit Corporation

By: _____

By: _____

[Name]
[Title, Mayor / Designee]

Ashley Bright
CEO

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

[Town Clerk]

[Town Attorney]

EXHIBIT A — Legal Description of Subject Property
[FULL LEGAL DESCRIPTION — TO BE CONFIRMED WITH CARBON COUNTY
ASSESSOR AND ATTACHED BEFORE EXECUTION]