



**REVISED – REQUEST APPROVAL -- 2017**

STATE OF SOUTH CAROLINA     )

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COUNTY OF HORRY                 )

**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (MOU) is made for the purpose of establishing an agreement between the State of South Carolina and between Horry County School District, 355 Four Mile Road, P.O. Box 260005, Conway, South Carolina 29528-6005.

AND

The City of Myrtle Beach, 937 Broadway Street, P.O. Box 2468, Myrtle Beach, South Carolina 29578 for the distinct purpose of establishing and continuing a Sports Tourism Partnership.

**Term:** January 1, 2017 through December 31, 2017 [Retro-Active to January 1, 2017 (with annual reviews each October with approval of the new term by December of each year). *The request for a "Calendar-year" agreement instead of a "Fiscal-year" agreement allows for any potential changes to occur at the beginning of the year versus making changes at mid-year during high-point of the rental season.*

As stated below, Parties hereto agree as follows:

**City of Myrtle Beach:**

1. Will serve as the liaison with the event holder.
2. Will be responsible for coordinating the activities with the HCS Office of Student Affairs.
3. Will be responsible for obtaining a certificate of insurance for General Tort Liability from the event owner in a minimum amount of \$1,000,000.00 naming Horry County Schools District as an additional insured.
4. Will be responsible for the collection of all fees from the event holder.
5. Will submit payment to Horry County Schools District within 30 days upon receipt of invoice.

**Horry County School District:**

1. Will establish rental rates that include the services of a site supervisor/director and a custodian.
2. Will not be responsible for security, ticket takers, or scorekeepers.
- 3. The rate for a baseball/softball field will be \$\$185.00 per GAME per field.**
4. The rate for a basketball court rental will be \$100.00 per hour per court.
5. Will bill the City of Myrtle Beach for all fees related to the event.
6. Will give sports tourism events first priority after scheduled school events.
7. Will strive to allocate facilities based on the proximity of the host venue.
8. Will retain the rights to all concessions.
9. Retains the right to restrict access to portions of the facilities that are not included in the event.
10. Retains the right to close facilities/fields due to scheduled maintenance.
11. Will make best efforts to provide at least 30 days' notice if any scheduled facility must be released due to maintenance issues.
12. The site supervisor/director will be the authority on whether games may be played/continued due to field or event conditions.

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Horry County School District

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Date

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City of Myrtle Beach

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Date