



STATE OF SOUTH CAROLINA)

)

COUNTY OF HORRY)

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made for the purpose of establishing an agreement by 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: July 1, 2016 through June 30, 2017 (with annual reviews each October; approval of the new term by the following spring).

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 naming Horry County School 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.
 - a. The rate for a baseball/softball field will be \$125.00 per hour per field.
 - b. The rate for a basketball court rental will be \$125.00 per hour per court.

NOTE: To reserve a site (field, court, etc.), a deposit equal to 50% of the estimated charges for the scheduled event must be paid in advance. If a site is reserved, then cancelled 30 days prior to the scheduled event and those dates are filled, a full reimbursement of your deposit will be made.

2. Will bill the City of Myrtle Beach for all fees related to the event.
3. Will not be responsible for security, ticket takers, or scorekeepers.
4. Will give sports tourism events first priority after scheduled school events.
5. Will strive to allocate facilities based on the proximity of the host venue.
6. Will retain the rights to all concessions.
7. Retains the right to restrict access to portions of the facilities that are not included in the event.
8. Retains the right to close facilities/fields due to scheduled maintenance.
9. Will make best efforts to provide at least 30 days' notice if any scheduled facility must be released due to maintenance issues.
10. The site supervisor/director will be the authority on whether games may be played/continued due to field or event conditions.

Each party has executed this Memorandum of Understanding by its duly authorized officer on the dates written below.

Horry County Schools

City of Myrtle Beach

John K. Gardner, Chief Financial Officer

John Rhodes, Mayor

Date

Date