

## JOINT USE AGREEMENT

By and Between

The Kimberly School District and The Kimberly Bulldog Wrestling Club

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of January 2026, by and between the Kimberly School District, 141 Center Street West, Kimberly, Idaho 83341 (hereinafter referred to as the “District”) and the Kimberly Bulldog Wrestling Club (hereinafter referred to as the “Club”).

1. **Statement of Policy** It is the policy of the District to allow the use of District wrestling facilities by the youth of the Kimberly community through the Kimberly Bulldog Wrestling Club. Once District administration has determined the availability of the wrestling facilities, the Club will be permitted to utilize designated times and spaces for practice and related activities. District-sponsored programs shall always have priority use of facilities.
2. **Purpose** The purpose of this Agreement is to establish the terms and conditions under which the Club may use District wrestling facilities and to outline the Club’s financial and programmatic support of the District’s wrestling program.
3. **Procedures for Scheduling Use of Facilities** Once District officials have determined facility availability, the Club shall submit a proposed practice schedule for approval by District administration. Scheduling shall be coordinated annually and updated as necessary. Any remaining available time will be scheduled in accordance with District Policy 4330.
4. **Club officials** will be provided access to the wrestling facilities as determined by District administration. The Club assumes responsibility for supervision during Club use and for securing the facilities upon completion of each use.
5. **Condition of Facilities – Repairs** The Club shall be responsible for damage to District equipment and facilities resulting from neglect or misuse during Club activities. Repair or replacement of District equipment needed due to normal wear and tear shall be mutually agreed upon between Club officials and District administration.
6. **Financial Support** The Club agrees to provide financial support to the District wrestling program. Such support may include, but is not limited to, contributions toward equipment, facility maintenance, supplies, or other wrestling-related needs. The nature and amount of support shall be mutually agreed upon annually between the Club and District administration.
7. **Nonprofit Status** The Club shall maintain its status as a nonprofit organization recognized under Section 501(c)(3) of the Internal Revenue Code for the duration of this Agreement.

7. **Liability Insurance** The Club shall provide the District with a certificate of liability insurance in an amount not less than \$1,000,000 per occurrence, with an endorsement naming the Kimberly School District as an additional insured.
8. **Indemnification** The Club shall indemnify, save, and hold harmless the District from any and all losses, claims, actions, or judgments for damages or injury to persons or property and losses and expenses caused or incurred by the Club, its contractors, servants, agents, or employees during the Club's use of the facilities, except to the extent caused by the intentional act or gross negligence of the District or its employees.
9. **Termination** This Agreement may be terminated by either party with thirty (30) days written notice to the other party. Such termination shall affect future, unscheduled uses; however, each party shall honor any approved uses scheduled prior to the termination date.
10. **Severability** Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any of the other provisions, which shall remain in full force and effect.
11. **Controlling Law** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho.
12. **Successors and Assigns** All terms, provisions, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
13. **Term** The term of this Agreement shall be for one (1) year from the date of execution. Prior to or upon expiration, the parties shall review the Agreement and make any agreed-upon amendments with the intent of renewal. It is expected that Club officials and District administration will meet annually to discuss facility use and program needs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

For the Kimberly School District:

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Superintendent or Designee

Date: \_\_\_\_\_

ATTEST:

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District Clerk

For the Kimberly Bulldog Wrestling Club:

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Authorized Representative

Date: \_\_\_\_\_