



CENTRAL CONSOLIDATED SCHOOL DISTRICT

District Administration Complex
P.O. Box 1199, Shiprock, NM 87420
US Hwy 64 Old High School Rd
Administration • 505-368-4984 • Fax 505-368-5232

A Community of Learners Dedicated to Building Lives

FACILITY USE AGREEMENT **FOUR CORNERS FASTPITCH ASSOCIATION** **OCTOBER 16, 2018 through OCTOBER 16, 2019**

WHEREAS, on October 16, 2018, the School Board of Central Consolidated School District in opening meeting resolved to authorize its Superintendent to enter into a Facility Use Agreement with Four Corners Fastpitch Association, for the purpose of providing softball activities for young ladies ages 5 thru 18.

WHEREAS, the Four Corners Fastpitch Association is desirous of using district facilities to provide softball activities for young ladies ages 5 thru 18 at Kirtland Central High School and Shiprock High School.

IT IS THEREFORE AGREED, that commencing October 16, 2018, and continuing until October 16, 2019 or until the agreement is terminated, whichever occurs first; the Central Consolidated School District will make available to the Four Corners Fastpitch Association a facility located at the following sites: Kirtland Central High School and Shiprock High School when such facilities are not scheduled for school-sponsored events. Facilities will not be available the weekend before, during or the weekend after a holiday.

It is agreed and understood that the Four Corners Fastpitch Association will abide by the added requirements to the Facility Use Agreement.

1. No sales of any kind (e.g. jewelry, raffles, food sale, admission, etc.).
2. Documentation submitted for all required trainings for all coaches.
3. Documentation submitted for all required training for all youth participants.
4. Any violations to requirements will cause termination of the Facility Use Agreement.

The facilities mentioned shall be provided to the Four Corners Fastpitch Association will pay Central Consolidated School District the sum of one dollar (\$1.00) per year rent for the facilities.

It is agreed and understood by the parties that prior to October 31st of each ensuing year during which this Facility Use Agreement is in effect, a similarly calculated monthly unit cost or other equitably calculated cost or a pertinent rate increase will be negotiated and agreed to and will be in place, as agreed to in writing.

This Agreement may be canceled without cause on sixty (60) days' notice, in writing, by either of the parties hereto to the other party.

The facilities, as owned by the Central Consolidated School District, will be carried on a continuing basis on the School District's property insurance, and the Four Corners Fastpitch Association herein agrees to be responsible for any and all injuries to persons on the leased property, including the building itself, caused by the negligent acts or omissions of Four Corners Fastpitch Association or its agents, or employees, arising from use of the facilities.

Four Corners Fastpitch Association agree to provide sufficient insurance to abide by the Hold Harmless and Indemnification Agreement required by Central Consolidated School District with CCSD named as the co-insured for such purposes. Four Corners Fastpitch Association shall provide a copy of such policy of insurance, with coverage limits equivalent to those specified in the New Mexico Tort Claim to CCSD on Request.

Four Corners Fastpitch Association shall be responsible for routine custodial services of the facility and Central Consolidated School District shall be responsible for routine maintenance of the facility.

It is agreed that the Four Corners Fastpitch Association will give approval to use the facilities only to those who are directly associated with that program.

It is agreed that the Four Corners Fastpitch Association will provide a schedule to Central Consolidated School District Shiprock Administration Office and the Facility Use Coordinator located at the Shiprock Administration Office-A Building with office hours and all activities for the month. It is further agreed that the program director of Four Corners Fastpitch Association will verify that all scheduled events are for the direct benefit of the Four Corners Fastpitch Association by signing a statement to this fact on the schedule given to the District.

Four Corners Fastpitch Association agree to collaborate and coordinate the opening and closing of facilities with the school site administration. In the event that a key is issued to Four Corners Fastpitch Association, the Four Corners Fastpitch Association agree that it will not make copies of any keys provided to it and only authorized program directors will have a key and will safeguard such keys.

WHEREFORE, the parties indicate their agreement that the facilities so described and owned by Central Consolidated School District be utilized by the Four Corners Fastpitch Association for the exclusive purpose of facility usage and for no other purposes, which includes no charging of admission and/or no operating concessions and by affixing their signature hereto agree to terms and conditions and declare their intent to establish this Facility Use Agreement. This Agreement shall terminate automatically and revert to CCSD in the event the facilities are used for purposes inconsistent with this Agreement.

By: Terrian Benn
Interim Superintendent
Central Consolidated School District

Date

By: John Tohtsoni
Principal
Shiprock High School

Date

By: Dr. Rebecca Benedict
Principal
Kirtland Central High School

Date

By: Paul Barry
President
Four Corners Fastpitch Association

Date



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FACILITY USE AGREEMENT FOUR CORNERS YOUTH SOCCER LEAGUE OCTOBER 16, 2018 through OCTOBER 16, 2019

WHEREAS, on October 16, 2018, the School Board of Central Consolidated School District in opening meeting resolved to authorize its Superintendent to enter into a Facility Use Agreement with the Four Corners Youth Soccer League, for the purpose of providing Youth Soccer activities for students in the Kirtland area.

WHEREAS, the Four Corners Youth Soccer League is desirous of using district facilities to provide Youth Soccer activities for students in the Kirtland area at Kirtland Elementary School.

IT IS THEREFORE AGREED, that commencing October 16, 2018, and continuing until October 16, 2019 or until the agreement is terminated, whichever occurs first; the Central Consolidated School District will make available to the Four Corners Youth Soccer League a facility located at the following site: Kirtland Elementary School when such facilities are not scheduled for school-sponsored events. Facilities will not be available the weekend before, during or the weekend after a holiday.

It is agreed and understood that the Four Corners Youth Soccer League will abide by the added requirements to the Facility Use Agreement.

1. No sales of any kind (e.g. jewelry, raffles, food sale, admission, etc.).
2. Documentation submitted for all required trainings for all coaches.
3. Documentation submitted for all required training for all youth participates.
4. Any violations to requirements will cause termination of the Facility Use Agreement.

The facility mentioned shall be provided to the Four Corners Youth Soccer League with the understanding the Four Corners Youth Soccer League will pay Central Consolidated School District the sum of one dollar (\$1.00) per year rent for the facilities.

It is agreed and understood by the parties that prior to October 31st of each ensuing year during which this Facility Use Agreement is in effect, a similarly calculated monthly unit cost or other equitably calculated cost or a pertinent rate increase will be negotiated and agreed to and will be in place, as agreed to in writing.

This Agreement may be canceled without cause on sixty (60) days' notice, in writing, by either of the parties hereto to the other party.

The facilities, as owned by the Central Consolidated School District, will be carried on a continuing basis on the School District's property insurance, and the Four Corners Youth Soccer League herein agrees to be responsible for any and all injuries to persons on the leased property, including the building itself, caused by the negligent acts or omissions of Four Corners Youth Soccer League or its agents, or employees, arising from use of the facilities.

Four Corners Youth Soccer League agrees to provide sufficient insurance to abide by the Hold Harmless and Indemnification Agreement required by Central Consolidated School District with CCSD named as the co-insured for such purposes. Four Corners Youth Soccer League shall provide a copy of such policy of insurance, with coverage limits equivalent to those specified in the New Mexico Tort Claim to CCSD on Request.

Four Corners Youth Soccer League shall be responsible for routine custodial services of the facility and Central Consolidated School District shall be responsible for routine maintenance of the facility.

It is agreed that the Four Corners Youth Soccer League will give approval to use the facilities only to those who are directly associated with that program.

It is agreed that the Four Corners Youth Soccer League will provide a schedule to Central Consolidated School District Shiprock Administration Office and the Facility Use Coordinator located at the Shiprock Administration Office-A Building with office hours and all activities for the month. It is further agreed that the program director of Four Corners Youth Soccer League will verify that all scheduled events are for the direct benefit of the Four Corners Youth Soccer League by signing a statement to this fact on the schedule given to the District.

Four Corners Youth Soccer League agrees to collaborate and coordinate the opening and closing of facilities with the school site administration. In the event that a key is issued to Four Corners Youth Soccer League, the Four Corners Youth Soccer League agrees that it will not make copies of any keys provided to it and only authorized program directors will have a key and will safeguard such keys.

WHEREFORE, the parties indicate their agreement that the facilities so described and owned by Central Consolidated School District be utilized by the Four Corners Youth Soccer League for the exclusive purpose of facility usage and for no other purposes, which include no charging of admission and/or no operating concessions and by affixing their signature hereto agree to terms and conditions and declare their intent to establish this Facility Use Agreement. This Agreement shall terminate automatically and revert to CCSD in the event the facilities are used for purposes inconsistent with this Agreement.

By: Terrian Benn
Interim Superintendent
Central Consolidated School District

Date

By: Jay Boushee
Principal
Kirtland Elementary School

Date

By: Terra Lacey
Kirtland Youth Soccer Registrar
Four Corners Youth Soccer League Treasurer

Date



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FACILITY USE AGREEMENT FOUR CORNERS YOUTH SPORTS OCTOBER 16, 2018 through OCTOBER 16, 2019

WHEREAS, on October 16, 2018, the School Board of Central Consolidated School District in opening meeting resolved to authorize its Superintendent to enter into a Facility Use Agreement with the Four Corners Youth Sports, for the purpose of providing youth football and track/field activities for students in the Kirtland and Shiprock areas.

WHEREAS, the Four Corners Youth Sports is desirous of using district facilities to provide youth football and track/field activities for students in grades 2 through 7 at Kirtland Central High School for the Kirtland area and Shiprock High School for the Shiprock area.

IT IS THEREFORE AGREED, that commencing October 16, 2018, and continuing until October 16, 2019 or until the agreement is terminated, whichever occurs first; the Central Consolidated School District will make available to the Four Corners Youth Sports a facility located at the following sites: Kirtland Central High School and Shiprock High School when such facilities are not scheduled for school-sponsored events. Facilities will not be available the weekend before, during, or the weekend after a holiday.

It is agreed and understood that the Four Corners Youth Sports will abide by the added requirements to the Facility Use Agreement.

1. No sales of any kind (e.g. jewelry, raffles, food sale, admission, etc.).
2. Documentation submitted for all required trainings for all coaches.
3. Documentation submitted for all required training for all youth participates.
4. Any violations to requirements will cause termination of the Facility Use Agreement.

The facilities mentioned shall be provided to the Four Corners Youth League with the understanding the Four Corners Youth League will pay Central Consolidated School District the sum of one dollar (\$1.00) per year rent for the facilities.

It is agreed and understood by the parties that prior to October 31st of each ensuing year during which this Facility Use Agreement is in effect, a similarly calculated monthly unit cost or other equitably calculated cost or a pertinent rate increase will be negotiated and agreed to and will be in place, as agreed to in writing.

This Agreement may be canceled without cause on sixty (60) days' notice, in writing, by either of the parties hereto to the other party.

The facilities, as owned by the Central Consolidated School District, will be carried on a continuing basis on the School District's property insurance, and the Four Corners Youth Sports herein agrees to be responsible for any and all injuries to persons on the leased property, including the building itself, caused by the negligent acts or omissions of Four Corners Youth Sports or its agents, or employees, arising from use of the facilities.

Four Corners Youth Sports agrees to provide sufficient insurance to abide by the Hold Harmless and Indemnification Agreement required by Central Consolidated School District with CCSD named as the co-insured for such purposes. Four Corners Youth Sports shall provide a copy of such policy of insurance, with coverage limits equivalent to those specified in the New Mexico Tort Claim to CCSD on Request.

Four Corners Youth Sports shall be responsible for routine custodial services of the facility and Central Consolidated School District shall be responsible for routine maintenance of the facility.

It is agreed that the Four Corners Youth Sports will give approval to use the facilities only to those who are directly associated with that program.

It is agreed that the Four Corners Youth Sports will provide a schedule to Central Consolidated School District Shiprock Administration Office and the Facility Use Coordinator located at the Shiprock Administration Office-A Building with office hours and all activities for the month. It is further agreed that the program director of Four Corners Youth Sports will verify that all scheduled events are for the direct benefit of the Four Corners Youth Sports by signing a statement to this fact on the schedule given to the District.

Four Corners Youth Sports agrees to collaborate and coordinate the opening and closing of facilities with the school site administration. In the event that a key is issued to Four Corners Youth Sports, the Four Corners Youth Sports agrees that it will not make copies of any keys provided to it and only authorized program directors will have a key and will safeguard such keys.

WHEREFORE, the parties indicate their agreement that the facilities so described and owned by Central Consolidated School District be utilized by the Four Corners Youth Sports for the exclusive purpose of facility usage and for no other purposes, which includes no charging of admission and/or no operating concessions and by affixing their signature hereto agree to terms and conditions and declare their intent to establish this Facility Use Agreement. This Agreement shall terminate automatically and revert to CCSD in the event the facilities are used for purposes inconsistent with this Agreement.

By: Terrian Benn
Interim Superintendent
Central Consolidated School District

Date

By: Dr. Rebecca Benedict
Principal
Kirtland Central High School

Date

By: John Tohtsoni
Principal
Shiprock High School

Date

By: Russell Benson
Executive Board Member
Four Corners Youth Sports

Date



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FACILITY USE AGREEMENT FOUR DIRECTIONS SPORTS LEAGUE OCTOBER 16, 2018 through OCTOBER 16, 2019

WHEREAS, on October 16, 2018, the School Board of Central Consolidated School District in opening meeting resolved to authorize its Superintendent to enter into a Facility Use Agreement with the Four Directions Sports League, for the purpose of providing various youth recreational activities for students grades 3 through 6.

WHEREAS, the Four Directions Sports League is desirous of using district facilities to provide youth recreational activities for students in grades 3 through 6 at Tse'Bit' Ai Middle School, Nizhoni Elementary School, Mesa Elementary School, Eva B. Stokely Elementary School, Naschitti Elementary School, Newcomb Elementary School, Kirtland Elementary School, Ojo Amarillo Elementary School and Judy Nelson Elementary School.

IT IS THEREFORE AGREED, that commencing October 16, 2018, and continuing until October 16, 2019 or until the agreement is terminated, whichever occurs first; the Central Consolidated School District will make available to the Four Directions Sports League a facility located at the following sites: Tse'Bit' Ai Middle School, Nizhoni Elementary School, Mesa Elementary School, Eva B. Stokely Elementary School, Naschitti Elementary School, Newcomb Elementary School, Kirtland Elementary School, Ojo Amarillo Elementary School and Judy Nelson Elementary School when such facilities are not scheduled for school-sponsored events. Facilities will not be available the weekend before, during or the weekend after a holiday.

It is agreed and understood that the Four Directions Sports League will abide by the added requirements to the Facility Use Agreement.

1. No sales of any kind (e.g. jewelry, raffles, food sale, admission, etc.).
2. Documentation submitted for all required trainings for all coaches.
3. Documentation submitted for all required training for all youth participates.
4. Any violations to requirements will cause termination of the Facility Use Agreement.

The facility mentioned shall be provided to the Four Directions Sports League with the understanding the Four Directions Sports League will pay Central Consolidated School District the sum of one dollar (\$1.00) per year rent for the facilities.

It is agreed and understood by the parties that prior to October 31st of each ensuing year during which this Facility Use Agreement is in effect, a similarly calculated monthly unit cost or other equitably calculated cost or a pertinent rate increase will be negotiated and agreed to and will be in place, as agreed to in writing.

This Agreement may be canceled without cause on sixty (60) days' notice, in writing, by either of the parties hereto to the other party.

The facilities, as owned by the Central Consolidated School District, will be carried on a continuing basis on the School District's property insurance, and the Four Directions Sports League herein agrees to be responsible for any and all injuries to persons on the leased property, including the building itself, caused by the negligent acts or omissions of Four Directions Sports League or its agents, or employees, arising from use of the facilities.

Four Directions Sports League agree to provide sufficient insurance to abide by the Hold Harmless and Indemnification Agreement required by Central Consolidated School District with CCSD named as the co-insured for such purposes. Four Directions Sports League shall provide a copy of such policy of insurance, with coverage limits equivalent to those specified in the New Mexico Tort Claim to CCSD on Request.

Four Directions Sports League shall be responsible for routine custodial services of the facility and Central Consolidated School District shall be responsible for routine maintenance of the facility.

It is agreed that the Four Directions Sports League will give approval to use the facilities only to those who are directly associated with that program.

It is agreed that the Four Directions Sports League will provide a schedule to Central Consolidated School District Shiprock Administration Office and the Facility Use Coordinator located at the Shiprock Administration Office-A Building with office hours and all activities for the month. It is further agreed that the program director of Four Directions Sports League will verify that all scheduled events are for the direct benefit of the Four Directions Sports League by signing a statement to this fact on the schedule given to the District.

Four Directions Sports League agrees to collaborate and coordinate the opening and closing of facilities with the school site administration. In the event that a key is issued to Four Directions Sports League, the Four Directions Sports League agrees that it will not make copies of any keys provided to it and only authorized program directors will have a key and will safeguard such keys.

WHEREFORE, the parties indicate their agreement that the facilities so described and owned by Central Consolidated School District be utilized by the Four Directions Sports League for the exclusive purpose of facility usage and for no other purposes, which includes no charging of admission and/or no operating concessions and by affixing their

signature hereto agree to terms and conditions and declare their intent to establish this Facility Use Agreement. This Agreement shall terminate automatically and revert to CCSD in the event the facilities are used for purposes inconsistent with this Agreement.

By: Terrian Benn
Interim Superintendent
Central Consolidated School District

Date

By: Al Madera
Principal
Tse'Bit'Ai Middle School

Date

By: Dr. J. Kaibah Begay
Principal
Nizhoni Elementary School

Date

By: Roxanne Lee
Principal
Mesa Elementary School

Date

By: Ruth Babcock
Principal
Eva B. Stokely Elementary School

Date

By: Dr. Dave Goldtooth
Principal
Naschitti Elementary School

Date

By: Deborah Belone
Principal
Newcomb Elementary School

Date

By: Dr. Pandora Mike
Principal
Ojo Amarillo Elementary School

Date

By: Jay Boushee
Principal
Kirtland Elementary School

Date

Steve Carlson
Principal
Judy Nelson Elementary School

Date

By: Earl Crisp
President
Four Directions Sports League

Date



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FACILITY USE AGREEMENT KIRTLAND YOUTH ASSOCIATION October 16, 2018 through October 16, 2019

WHEREAS, on October 16, 2018, the School Board of Central Consolidated School District in opening meeting resolved to authorize its Superintendent to enter into a Facility Use Agreement with the Kirtland Youth Association, for the purpose of providing a youth and young adult recreation facility in the Kirtland area.

WHEREAS, the Kirtland Youth Association (KYA) is desirous of obtaining a youth recreation facility to provide recreational activities in the Ojo Amarillo Elementary School attendance area, gymnasiums at Judy Nelson Elementary School, Kirtland Elementary School, Kirtland Middle School, and Kirtland Central High School

IT IS THEREFORE AGREED, that commencing October 16, 2018, and continuing until October 16, 2019 or until the agreement is terminated, whichever occurs first; the Central Consolidated School District will make available to the Kirtland Youth Association a space at Ojo Amarillo Elementary School for after-school and summer programs for students of Ojo Amarillo Elementary School. This will include library, cafeteria, playground, classrooms and other on-site facilities that will support a rich, engaging environment for students, and gymnasiums at Judy Nelson Elementary School, Kirtland Elementary School, Kirtland Middle School, and Kirtland Central High School when such facilities are not scheduled for school-sponsored events. Facilities will not be available the weekend before, during or the weekend after a holiday.

It is agreed and understood that the Kirtland Youth Association will abide by the added requirements to the Facility Use Agreement.

1. No sales of any kind (e.g. jewelry, raffles, food sale, admission, etc.).
2. Documentation submitted for all required trainings for all coaches.
3. Documentation submitted for all required training for all youth participates.
4. Any violations to requirements will cause termination of the Facility Use Agreement.

The facility and the play area so mentioned shall be provided to the Kirtland Youth Association with the understanding the Kirtland Youth Association will pay Central Consolidated School District the sum of one dollar (\$1.00) per year rent for the facility.

It is agreed and understood by the parties that prior to October 31st of each ensuing year during which this Facility Use Agreement is in effect, a similarly calculated monthly unit

cost or other equitably calculated cost or a pertinent rate increase will be negotiated and agreed to and will be in place, as agreed to in writing.

This Agreement may be canceled without cause on sixty (60) days' notice, in writing, by either of the parties hereto to the other party.

The facility, as owned by the Central Consolidated School District, will be carried on a continuing basis on the School District's property insurance, and the Kirtland Youth Association herein agrees to be responsible for any and all injuries to persons on the leased property, including the building itself, caused by the negligent acts or omissions of Kirtland Youth Association or its agents, volunteers, or employees, arising from the use of the facility.

Kirtland Youth Association agrees to provide sufficient insurance to abide by the Hold Harmless and Indemnification Agreement required by Central Consolidated School District, with CCSD named as the co-insured for such purposes. Kirtland Youth Association shall provide a copy of such policy of insurance, with coverage limits equivalent to those specified in the New Mexico Tort Claim to CCSD on request.

Kirtland Youth Association shall be responsible for routine custodial services in the facility and Central Consolidated School District shall be responsible for routine maintenance of the facility.

Kirtland Youth Association agrees that it will not make copies of any keys provided to it and only authorized program directors will have a key and will safeguard such keys.

WHEREFORE, the parties indicate their Agreement that the facility so described and owned by Central Consolidated School District be utilized by the Kirtland Youth Association for the exclusive purpose of providing recreational and educational programs and for no other purpose, which includes no charging of admission and/or no operating concessions and by affixing their signature hereto agree to terms and conditions and declare their intent to establish this Facility Use Agreement. This agreement shall terminate automatically and revert to CCSD in the event the facilities are used for purposes inconsistent with this Agreement.

By: Terrian Benn
Interim Superintendent
Central Consolidated School District

Date

By: Dr. Pandora Mike
Principal
Ojo Amarillo Elementary School

Date

Steve Carlson
Principal
Judy Nelson Elementary School

Date

Jay Boushee
Principal
Kirtland Elementary School

Date

Sam Constant
Principal
Kirtland Middle School

Date

Dr. Rebecca Benedict
Principal
Kirtland Central High School

Date

By: Rodney Warner
KYA President of Board Directors

Date

By: Shantel Begay
KYA Executive Director

Date

By: Charlene Tyler
KYA Program Coordinator – Ojo

Date



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FACILITY USE AGREEMENT
KIRTLAND, SHIPROCK, NEWCOMB YOUTH WRESTLING ASSOCIATION
OCTOBER 16, 2018 through OCTOBER 16, 2019

WHEREAS, on October 16, 2018, the School Board of Central Consolidated School District in opening meeting resolved to authorize its Superintendent to enter into a Facility Use Agreement with Kirtland, Shiprock and Newcomb Youth Wrestling Associations, for the purpose of providing youth wrestling activities for students ages 3 thru 14.

WHEREAS, the Kirtland, Shiprock and Newcomb Youth Wrestling Associations is desirous of using district facilities to provide youth wrestling activities for students ages 3 through 14 at Shiprock High School for the Shiprock Youth Wrestling Association, Kirtland Central High School for the Kirtland Youth Wrestling Association and Newcomb High School for the Newcomb Youth Wrestling Association.

IT IS THEREFORE AGREED, that commencing October 16, 2018, and continuing until October 16, 2019 or until the agreement is terminated, whichever occurs first; the Central Consolidated School District will make available to the Kirtland, Shiprock and Newcomb Youth Wrestling Associations a facility located at the following sites: Shiprock High School for the Shiprock Youth Wrestling Association, Kirtland Central High School for the Kirtland Youth Wrestling Association and Newcomb High School for the Newcomb Youth Wrestling Association when such facilities are not scheduled for school-sponsored events. Facilities will not be available the weekend before, during or the weekend after a holiday.

It is agreed and understood that the Kirtland, Shiprock and Newcomb Youth Wrestling Associations will abide by the added requirements to the Facility Use Agreement.

1. No sales of any kind (e.g. jewelry, raffles, food sale, admission, etc.).
2. Documentation submitted for all required trainings for all coaches.
3. Documentation submitted for all required training for all youth participates.
4. Any violations to requirements will cause termination of the Facility Use Agreement.

The facilities mentioned shall be provided to the Kirtland, Shiprock and Newcomb Youth Wrestling Associations with the understanding the Kirtland, Shiprock and Newcomb Youth Wrestling Associations will pay Central Consolidated School District the sum of one dollar (\$1.00) per year rent for the facilities.

It is agreed and understood by the parties that prior to October 31st of each ensuing year during which this Facility Use Agreement is in effect, a similarly calculated monthly unit cost or other equitably calculated cost or a pertinent rate increase will be negotiated and agreed to and will be in place, as agreed to in writing.

This Agreement may be canceled without cause on sixty (60) days' notice, in writing, by either of the parties hereto to the other party.

The facilities, as owned by the Central Consolidated School District, will be carried on a continuing basis on the School District's property insurance, and the Kirtland, Shiprock and Newcomb Youth Wrestling Associations herein agrees to be responsible for any and all injuries to persons on the leased property, including the building itself, caused by the negligent acts or omissions of Kirtland, Shiprock and Newcomb Youth Wrestling Associations or its agents, or employees, arising from use of the facilities.

Kirtland, Shiprock and Newcomb Youth Wrestling Associations agree to provide sufficient insurance to abide by the Hold Harmless and Indemnification Agreement required by Central Consolidated School District with CCSD named as the co-insured for such purposes. Kirtland, Shiprock and Newcomb Youth Wrestling Associations shall provide a copy of such policy of insurance, with coverage limits equivalent to those specified in the New Mexico Tort Claim to CCSD on Request.

Kirtland, Shiprock and Newcomb Youth Wrestling Associations shall be responsible for routine custodial services of the facility and Central Consolidated School District shall be responsible for routine maintenance of the facility.

It is agreed that the Kirtland, Shiprock and Newcomb Youth Wrestling Associations will give approval to use the facilities only to those who are directly associated with that program.

It is agreed that the Kirtland, Shiprock and Newcomb Youth Wrestling Associations will provide a schedule to Central Consolidated School District Shiprock Administration Office and the Facility Use Coordinator located at the Shiprock Administration Office-A Building with office hours and all activities for the month. It is further agreed that the program director of Kirtland, Shiprock and Newcomb Youth Wrestling Associations will verify that all scheduled events are for the direct benefit of the Kirtland, Shiprock and Newcomb Youth Wrestling Associations by signing a statement to this fact on the schedule given to the District.

Kirtland, Shiprock and Newcomb Youth Wrestling Associations agree to collaborate and coordinate the opening and closing of facilities with the school site administration. In the event that a key is issued to Kirtland, Shiprock and Newcomb Youth Wrestling Associations, the Kirtland, Shiprock and Newcomb Youth Wrestling Associations agree that it will not make copies of any keys provided to it and only authorized program directors will have a key and will safeguard such keys.

WHEREFORE, the parties indicate their agreement that the facilities so described and owned by Central Consolidated School District be utilized by the Kirtland, Shiprock and the Newcomb Youth Wrestling Associations for the exclusive purpose of facility usage and for no other purposes, which includes no charging of admission and/or no operating concessions and by affixing their signature hereto agree to terms and conditions and declare their intent to establish this Facility Use Agreement. This Agreement shall terminate automatically and revert to CCSD in the event the facilities are used for purposes inconsistent with this Agreement.

By: Terrian Benn
Interim Superintendent
Central Consolidated School District

Date

By: John Tohtsoni
Principal
Shiprock High School

Date

By: Dr. Rebecca Benedict
Principal
Kirtland Central High School

Date

By: Jeff Sagor
Principal
Newcomb High School

Date

By: Ben Frazier
Head Coach
Shiprock Youth Wrestling Association

Date

By: John Sandoval
Head Coach
Kirtland Youth Wrestling Association

Date

By: Randy Curley, Jr.
Head Coach
Newcomb Youth Wrestling Association

Date



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FACILITY USE AGREEMENT LOWER VALLEY AMATEUR BASEBALL CONGRESS OCTOBER 16, 2018 through OCTOBER 16, 2019

WHEREAS, on October 16, 2018, the School Board of Central Consolidated School District in opening meeting resolved to authorize its Superintendent to enter into a Facility Use Agreement with the Lower Valley Amateur Baseball Congress, for the purpose of providing youth baseball activities for students ages 4 thru 13 in the Kirtland area.

WHEREAS, the Lower Valley Amateur Baseball Congress is desirous of using district facilities to provide Youth Baseball activities for students in the Kirtland area at Judy Nelson Elementary School and Kirtland Central High School.

IT IS THEREFORE AGREED, that commencing October 16, 2018, and continuing until October 16, 2019 or until the agreement is terminated, whichever occurs first; the Central Consolidated School District will make available to the Lower Valley Amateur Baseball Congress a facility located at the following site: Judy Nelson Elementary School and Kirtland Central High School when such facilities are not scheduled for school-sponsored events. Facilities will not be available the weekend before, during or the weekend after a holiday.

It is agreed and understood that the Lower Valley Amateur Baseball Congress will abide by the added requirements to the Facility Use Agreement.

1. No sales of any kind (e.g. jewelry, raffles, food sale, admission, etc.).
2. Documentation submitted for all required trainings for all coaches.
3. Documentation submitted for all required training for all youth participates.
4. Any violations to requirements will cause termination of the Facility Use Agreement.

The facility mentioned shall be provided to the Lower Valley Amateur Baseball Congress with the understanding the Lower Valley Amateur Baseball Congress will pay Central Consolidated School District the sum of one dollar (\$1.00) per year rent for the facilities.

It is agreed and understood by the parties that prior to October 31st of each ensuing year during which this Facility Use Agreement is in effect, a similarly calculated monthly unit cost or other equitably calculated cost or a pertinent rate increase will be negotiated and agreed to and will be in place, as agreed to in writing.

This Agreement may be canceled without cause on sixty (60) days' notice, in writing, by either of the parties hereto to the other party.

The facilities, as owned by the Central Consolidated School District, will be carried on a continuing basis on the School District's property insurance, and the Lower Valley Amateur Baseball Congress herein agrees to be responsible for any and all injuries to persons on the leased property, including the building itself, caused by the negligent acts or omissions of Lower Valley Amateur Baseball Congress or its agents, or employees, arising from use of the facilities.

Lower Valley Amateur Baseball Congress agrees to provide sufficient insurance to abide by the Hold Harmless and Indemnification Agreement required by Central Consolidated School District with CCSD named as the co-insured for such purposes. Lower Valley Amateur Baseball Congress shall provide a copy of such policy of insurance, with coverage limits equivalent to those specified in the New Mexico Tort Claim to CCSD on Request.

Lower Valley Amateur Baseball Congress shall be responsible for routine custodial services of the facility and Central Consolidated School District shall be responsible for routine maintenance of the facility.

It is agreed that the Lower Valley Amateur Baseball Congress will give approval to use the facilities only to those who are directly associated with that program.

It is agreed that the Lower Valley Amateur Baseball Congress will provide a schedule to Central Consolidated School District Shiprock Administration Office and the Facility Use Coordinator located at the Shiprock Administration Office-A Building with office hours and all activities for the month. It is further agreed that the program director of Lower Valley Amateur Baseball Congress will verify that all scheduled events are for the direct benefit of the Lower Valley Amateur Baseball Congress by signing a statement to this fact on the schedule given to the District.

Lower Valley Amateur Baseball Congress agrees to collaborate and coordinate the opening and closing of facilities with the school site administration. In the event that a key is issued to Lower Valley Amateur Baseball Congress, the Lower Valley Amateur Baseball Congress agrees that it will not make copies of any keys provided to it and only authorized program directors will have a key and will safeguard such keys.

WHEREFORE, the parties indicate their agreement that the facilities so described and owned by Central Consolidated School District be utilized by the Lower Valley Amateur Baseball Congress for the exclusive purpose of facility usage and for no other purposes, which include no charging of admission and/or no operating concessions and by affixing their signature hereto agree to terms and conditions and declare their intent to establish this Facility Use Agreement. This Agreement shall terminate automatically and revert to CCSD in the event the facilities are used for purposes inconsistent with this Agreement.

By: Terrian Benn
Interim Superintendent
Central Consolidated School District

Date

By: Steve Carlson
Principal
Judy Nelson Elementary School

Date

By: Dr. Rebecca Benedict
Principal
Kirtland Central High School

Date

By: Carrie Schoenberger
President
Lower Valley Amateur Baseball Congress

Date