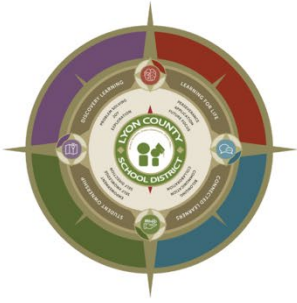


Lyon County School District



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Superintendent

Tim Logan
Deputy Superintendent
Dr. Stacey Griffin-Cooper

MEMORANDUM OF UNDERSTANDING

Booth-Parr Field Lighting Replacement and Shared Use

Between Lyon County School District and Walker River Little League

This Memorandum of Understanding (“MOU”) is entered into as of **May 26, 2026** (the “Effective Date”), by and between the **Lyon County School District**, a political subdivision of the State of Nevada (“LCSD” or the “District”), and **Walker River Little League**, a chartered youth baseball and softball organization (“WRLL” or the “League”). LCSD and WRLL are referred to individually as a “Party” and collectively as the “Parties.”

LCSD owns and operates Booth-Parr Field, located on the campus of Yerington High School (“YHS”), which is the only District owned, lighted baseball field in Lyon County and serves as a significant community athletic resource. The existing wooden light poles and fixtures at Booth-Parr Field have reached the end of their useful life and present safety and reliability concerns to the District. WRLL, with the assistance of private community donors, has secured funding to replace the existing wooden light poles and fixtures with new poles and LED lighting at no cost to LCSD. The Parties wish to memorialize their shared understanding regarding the installation of the new lighting infrastructure, ongoing field use, and the priority of access between LCSD athletic programs and WRLL programming, and the Parties acknowledge that YHS and all LCSD athletic and academic programs shall at all times have first priority of use, with WRLL receiving secondary scheduled access consistent with the terms below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Purpose

The purpose of this MOU is to establish the terms under which WRLL will fund and coordinate the replacement of the existing light poles and fixtures at Booth-Parr Field, and under which the Parties will share use of the field following project completion. This MOU is intended to provide clarity to private donors funding the project and to ensure continued public benefit while protecting District property and programming.

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2. Project Scope and Funding

2.1 Project Description. The project (the “Project”) consists of the complete removal of the existing wooden light poles and fixtures at Booth-Parr Field and the installation of new structural poles and LED lighting fixtures (collectively, the “New Lighting System”).

2.2 Funding. The Project shall be funded one hundred percent (100%) by WRLL and its private donor partners. LCSD shall incur no capital cost for the design, materials, installation, permitting, or commissioning of the New Lighting System.

2.3 No District Obligation to Contribute. Nothing in this MOU shall be construed to obligate LCSD to contribute funds toward the Project.

3. Installation Standards and Contractor Requirements

3.1 Licensed Contractor Required. All design, demolition, electrical, and installation work shall be performed by a reputable, properly licensed, bonded, and insured contractor (or contractors) selected by WRLL and approved in advance in writing by LCSD’s Director of Operations.

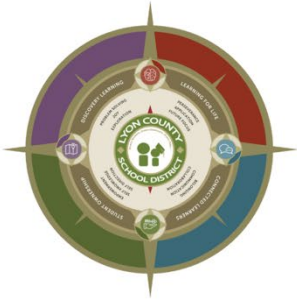
3.2 Plans and Approvals. Prior to commencement of any work, WRLL shall submit to LCSD for written approval: (a) site and electrical plans; (b) manufacturer specifications for the New Lighting System; (c) a project schedule; (d) evidence of contractor licensing and insurance; and (e) any required permits from the applicable jurisdiction.

3.3 Code Compliance. All work shall comply with applicable building, electrical, and safety codes, manufacturer specifications, and any reasonable requirements of LCSD’s Facilities Department.

3.4 Coordination. WRLL and its contractor shall coordinate scheduling, site access, and utility shutoffs with LCSD’s Facilities Operations and Maintenance Supervisor to minimize disruption to school operations and athletics.

3.5 Acceptance and Warranty. Upon substantial completion, LCSD shall inspect the New Lighting System and provide written acceptance prior to placing it into service. WRLL shall assign or otherwise make available to LCSD the benefit of any manufacturer or contractor warranties.

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4. Ownership and Operational Responsibility

4.1 Ownership. Upon installation and District acceptance, the New Lighting System shall become the property of LCSD as a permanent fixture and improvement to District-owned real property.

4.2 Operational Costs. LCSD shall be responsible for ongoing operational costs of the New Lighting System, including electricity, routine inspection, and maintenance, consistent with the District's practice for other lighted athletic facilities.

4.3 Repairs and Replacement. LCSD shall be responsible, in its discretion and as funds permit, for repairs and eventual replacement of components of the New Lighting System after the warranty period. Nothing herein commits the District to a specific level of service beyond reasonable maintenance practices.

5. Priority of Use

5.1 First Priority – LCSD. YHS and all LCSD athletic, academic, and District-sponsored programs shall have priority for all use of Booth-Parr Field at all times, including practices, games, tournaments, and any other District activity.

5.2 Second Priority – WRLL. Subject to LCSD's priority use, WRLL shall have scheduled access to Booth-Parr Field for its regular season, practices, tryouts, and tournaments during the WRLL playing season.

5.3 Scheduling. WRLL shall submit its proposed seasonal schedule to LCSD's Director of Operations (or designee) for review and approval each year, no less than thirty (30) days prior to the start of the WRLL season.

5.4 Schedule Conflicts. In the event of a scheduling conflict, LCSD programming shall take precedence. LCSD shall provide WRLL with as much advance notice as reasonably possible of any change affecting a previously approved WRLL use.

5.5 Other Community Use. Nothing in this MOU shall be construed to grant WRLL exclusive use of Booth-Parr Field. LCSD reserves the right to permit additional community use of the field at its sole discretion. Subject to WRLL priority use under Section 5.2.

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6. Field Care and Conduct

6.1 Care of Field. WRLL shall use the field in a careful and responsible manner and shall not engage in or permit any use that materially damages the playing surface, turf, fencing, backstop, bleachers, or other improvements.

6.2 Cleanup. WRLL shall be responsible for trash removal and general cleanup of the field and surrounding areas following its events.

6.3 Compliance with District Policy. WRLL, its coaches, players, volunteers, families, and guests shall comply with all applicable LCSD policies, including those prohibiting tobacco, alcohol, controlled substances, and weapons on District property.

6.4 Concessions and Signage. Any concessions, fundraising activities, or permanent signage proposed by WRLL at Booth-Parr Field shall require advance written approval from LCSD.

7. Insurance and Indemnification

7.1 Insurance During Construction. WRLL shall require its contractor(s) to maintain commercial general liability insurance, workers' compensation, and automobile liability insurance in amounts customary for projects of this type, and to name LCSD as an additional insured. Certificates of insurance shall be provided to LCSD prior to commencement of work.

7.2 Insurance During Use. WRLL shall maintain general liability insurance covering its activities at Booth-Parr Field with limits of not less than \$1,000,000 per occurrence and shall name LCSD as an additional insured. WRLL shall provide a current certificate of insurance to LCSD annually.

7.3 Indemnification. To the fullest extent permitted by law, WRLL shall indemnify, defend, and hold harmless LCSD, its trustees, officers, employees, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from WRLL's use of Booth-Parr Field or the acts or omissions of its contractors, coaches, volunteers, players, or guests, except to the extent caused by the negligence or willful misconduct of LCSD.

8. Donor Recognition

8.2 Recognition Signage. Any donor recognition signage or plaques at Booth-Parr Field shall be subject to advance written approval by LCSD as to size, location, content, and materials.

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9. Term, Renewal, and Termination

9.1 Initial Term. This MOU shall commence on the Effective Date and continue for an initial term of five (5) years.

9.2 Renewal. This MOU shall automatically renew for successive five (5) year terms unless either Party provides written notice of non-renewal not less than ninety (90) days prior to the end of the then-current term.

9.3 Termination for Cause. Either Party may terminate this MOU upon thirty (30) days' written notice for a material breach by the other Party that is not cured within the notice period.

9.4 Termination by LCSD. LCSD may terminate this MOU upon ninety (90) days' written notice if, in its reasonable judgment, continued operation under this MOU is inconsistent with the District's educational mission, operational needs, or the safe and proper management of District property.

9.5 Effect of Termination. Upon termination, the New Lighting System shall remain the property of LCSD as a permanent fixture, and no refund or compensation shall be owed to WRLI or its donors.

10. General Provisions

10.1 Independent Parties. The Parties are independent entities. Nothing in this MOU creates a partnership, joint venture, employment, or agency relationship between them.

10.2 Non-Discrimination. WRLI shall not discriminate in participation, employment, or services on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, or any other protected classification.

10.3 Governing Law. This MOU shall be governed by the laws of the State of Nevada. Venue for any dispute shall lie in the Third Judicial District Court of the State of Nevada in and for Lyon County.

10.4 Notices. All notices required under this MOU shall be in writing and delivered to the addresses set forth below the signature lines, or to such other address as a Party may designate in writing.

10.5 Amendment. This MOU may be amended only by a written instrument signed by authorized representatives of both Parties.

10.6 Entire Agreement. This MOU constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior oral or written communications.

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10.7 Severability. If any provision of this MOU is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.8 Board Approval. This MOU is contingent upon approval by the LCSD Board of Trustees and shall have no force or effect until such approval is obtained.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date.

LYON COUNTY SCHOOL DISTRICT

Name: Timothy Logan

Title: Superintendent

Date: _____

Lyon County School District

WALKER RIVER LITTLE LEAGUE

Name: _____

Title: _____

Date: _____

Walker River Little League