

FACILITY USAGE AGREEMENT

THIS AGREEMENT made this 5th day of December, 2024, by and between **KINZUA WRESTLING CLUB, INC.**, a Pennsylvania Corporation with a principal business address of 200 Struthers Street, Warren,, Pennsylvania 16365, hereinafter sometimes referred to as-----“First Party”

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WARREN COUNTY SCHOOL DISTRICT, of Warren County, Pennsylvania, sometimes hereinafter referred to as ----- “Second Party”

WHEREAS, First Party owns certain real property formerly known as 200 Struthers Street with said property situate in the City of Warren, County of Warren, and Commonwealth of Pennsylvania and being identified in the tax assessment records of Warren County as WN-499-739 (hereinafter referred to as the “Premises”); and

WHEREAS, Second Party desires to use the Premises for the operation of the Warren Area High School wrestling program, and First Party is willing to grant the Second Party the right to use the Premises, as well as a right of ingress and egress therefrom, upon the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. First Party hereby grants Second Party, at no cost to Second Party, the right to use the Premises, as well as a right of ingress and egress therefrom, during remainder of the 2024/2025 PIAA wrestling season on those dates and times to be determined by Second Party. Unless either party provides the other party with written notice of termination on or before October 31st of the applicable year, this Agreement shall automatically renew for each subsequent PIAA wrestling season.

2. Second Party's use of the Premises shall be solely for the operation of Warren Area High School wrestling program. First Party shall provide Second Party with any keys, codes etc. that are necessary to access the Premises.

3. Neither of the parties hereto shall assume any liabilities to, or for, the other party.

4. During its usage, Second Party agrees to refrain from causing or permitting any damage or other waste to the Premises. In the event that such damage or waste occurs, Second Party agrees to promptly repair or clean the same to a condition which is at least the equivalent of the condition existing prior to the damage or waste.

5. The parties agree that they conduct separate businesses or affairs and are separate entities and are not partners or joint venturers in any sense whatsoever.

6. The rights granted herein are personal to the Second Party and may not be assigned by the Second Party.

7. The parties hereto each represent and certify that the individuals identified below who sign this Agreement are authorized agents each party and that, following its execution by each party, this Agreement shall be legally binding upon each of the parties hereto.

8. There are no understandings between the parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by both parties and approved by the Second Party's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

The parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors

KINZUA WRESTLING CLUB, INC

President and Authorized Agent