

**Memorandum of Understanding ("MOU")
Between Boys & Girls Clubs of THE ASHEVILLE REGION and
Housing Authority of the City of Asheville**

OVERVIEW

Boys & Girls Clubs of **THE ASHEVILLE REGION (BGCAR)** will collaborate with **Housing Authority of the City of Asheville (HACA)** for the purpose of providing youth programs during the summer and after school as detailed in Exhibit A.

This Memorandum of Understanding will define the Agreement between BGCAR and **HACA** and identify the responsibilities of each organization.

STATEMENT OF WORK

The parties will work together to achieve the goals set forth in Exhibit "A" and review and renew this agreement annually, unless terminated earlier in accordance with the provisions herein.

AGREEMENT

1. **Indemnification.** **HACA** agrees to indemnify **BGCAR**, its agents, employees, board of directors, successors, and assigns ("BGCAR Indemnified Parties" (including reasonable attorneys' fees and costs of litigation), against and hold **BGCAR Indemnified Parties** harmless from, any and all claims by any other party resulting from **HACA's** breach of this agreement, negligent acts, omissions or misrepresentations, or HACA's use, management, maintenance (or failure thereof) of any real property facility where BGCAR provides its services pursuant to this MOU, regardless of the form of action.
2. **Relationship of the Parties.** **HACA** will not have, and will not represent that it has, any power, right or authority to bind **BGCAR**, or to assume or create any obligation or responsibility, express or implied, on behalf of **BGCAR** or in **BGCAR's** name. BGCAR will not have, and will not represent that it has, any power, right or authority to bind **HACA**, or to assume or create any obligation or responsibility, express or implied, on behalf of **HACA** or in **HACA's** name. **BGCAR** and **HACA** are independent contractors. Nothing stated in this Agreement shall be construed as constituting **BGCAR** and **HACA** as creating the relationships of joint venturers, employer/employee, franchiser/franchisee, or principal/agent between the parties. By entering into this Agreement, **BGCAR** does not make any endorsement of the services or products provided by **HACA**.
3. **Fundraising.** Neither party shall have the right or authority to fundraise using the other party's name, logo, or mark. Neither party will conduct any fundraising that will create confusion for the public as it relates to the other

party. This includes but is not limited to solicitation of pro-bono services, in-kind support or direct fundraising.

4. **Trademarks.** Neither party shall acquire any right to any trademarks, service marks, or trade names used by the other party or any of the party's Affiliates (collectively "Trademarks"), or the copyrights, patent rights, trade secrets, commercial symbols, or other form of intellectual or commercial property of either party or any Affiliates and shall not use such property or rights in any manner, except as herein expressly permitted. **HACA** acknowledges **BGCAR**'s exclusive right, title and interest in trade names, trademarks, trade dress, and other indicia of origin owned by **BGCAR** (the "**BGCAR** Marks"). **BGCAR** only grants **HACA** permission to use **BGCAR** Marks only to promote itself as a partner of **BGCAR** or Boys & Girls Clubs and not in any efforts for fundraising. Promotion language must be approved in advance, in writing, by **BGCAR**. **BGCAR** acknowledges **HACA**'s exclusive right, title and interest in trade names, trademarks, trade dress, and other indicia of origin owned by **HACA** (the "**HACA** Marks"). **HACA** grants **BGCAR** permission to use **HACA** Marks, for the purpose of carrying out the Program outlined in Exhibit A during the term of this Agreement.

Each party retains the right of prior approval of all materials related to the Program and all use and placement of their own trademarks on any and all materials produced by the other, which approval shall not be unreasonably withheld. Said approval, disapproval or amendments shall be in writing and shall be provided within ten (10) business days upon receipt of request.

5. **Insurance.** **HACA** shall carry, for the duration of this Agreement, liability insurance naming **BGCAR** as an additional insured. **HACA** shall also provide **BGCAR** with evidence of property insurance insuring all of the real property where the youth programming services are provided. **BGCAR** is not responsible for insuring **HACA**.

6. **General.**

- a. **Compliance with Laws.** The parties shall perform their obligations in accordance with all applicable federal, state, and local law.
- b. **Force Majeure.** Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.
- c. **Assignment.** Neither party may assign this Agreement without the other parties' prior written consent, which will not be unreasonably withheld.
- d. **Severability.** If any part of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other parts of the Agreement.
- e. **Waiver.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- f. **Notices.** All notices permitted or required under this Agreement shall be in

writing and shall be delivered in person, overnight courier service or mailed by **first** class, registered or certified mail, postage prepaid, to the address of the parties specified below or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

Notices to **BGCAR** will be sent to:
Gretchen Miller, CEO, gmiller@bgcar.org

Notices to **HACA** should be sent to:
Ella Santos, CEO, esantos@haca.org

- g. **Governing Law.** Both the substantive and procedural laws of North Carolina will govern this Agreement.
7. **Term and Termination.** Unless otherwise specified herein, either party shall have the right to terminate the contract for breach of the Responsibilities outlined in Exhibit A, attached hereto and made a part hereof, if the other party does not cure the breach within thirty (30) days' of receipt of written notice. Either shall have the right to terminate the contract for convenience after providing sixty (60) days' notice to the other.

The signatures below indicate the acceptance of this Memorandum of Agreement,

<i>For HACA</i>	<i>For BGCAR</i>
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

Exhibit A: Roles and Responsibilities

Primary Purpose

The Boys & Girls Clubs of the Asheville Region (BGCAR) and the Housing Authority of the City of Asheville (HACA) are entering into this Memorandum of Understanding to formalize their partnership to expand high-quality youth development programs within HACA communities. Beginning in **summer 2026**, BGCAR will provide youth programs at the **Edington Center**. BGCAR shall use good faith to expand programming to **Pisgah View** and **Hillcrest** communities for the purpose of delivering comprehensive after-school programming at all three sites by **Fall 2026**. Notwithstanding the foregoing, it shall not be deemed an Event of Default by BGCAR in the event that BGCAR is unable to expand to the Pisgah View and Hillcrest communities by Fall of 2026.

BGCAR Will:

1. Program Delivery

- a. Provide high-quality youth development programming at the Edington Center beginning summer 2026, with an intention to expand to Pisgah View and Hillcrest for after-school programs by Fall 2026.
- b. Ensure programs are aligned with Boys & Girls Clubs of America standards and meet the needs of youth and families served.

2. Staffing and Transition Support

- a. Collaborate with HACA to transition current summer program staffing at Edington Center to BGCAR employment, including leading onboarding, background checks, training, and development.
- b. Recruit, supervise, and evaluate all BGCAR program staff at all locations where BGCAR programming is established.

3. Program Management and Reporting

- a. Maintain attendance, program participation, and impact measurement data in accordance with BGCAR policies.
- b. Provide HACA with any required program reports, participation summaries, evaluation outcomes, or compliance documentation mutually agreed upon by both parties.

4. Operational Readiness

- a. Coordinate with HACA to ensure safe, appropriate use of facilities; notify HACA promptly of any facility-related concerns or maintenance needs.
- b. Provide all program materials, supplies, curriculum needs, and other resources essential for program execution.

HACA Will:

1. Facility Management & Operations

- a. Maintain ownership, overall management, and operational responsibility for all real property and community facilities owned by HACA and used by BGCAR.
- b. Provide and fund all utilities necessary for program operation, including electricity, water, HVAC, and internet services.
- c. Respond to and complete all building maintenance requests—including routine, preventative, and emergency maintenance—within its standard response timelines.
- d. Ensure facilities are safe, clean, and accessible for youth, families, and BGCAR staff during agreed-upon program hours.

2. Partnership Coordination

- a. Designate a staff liaison to coordinate with BGCAR on scheduling, facility access, security, and alignment with community needs.
- b. Communicate any facility closures, safety concerns, or significant building issues that could impact program operations.

3. Support for Program Implementation

- a. Provide access to designated program spaces, storage areas, and shared-use spaces as mutually agreed upon.
- b. Collaborate with BGCAR on community outreach to promote program awareness and enrollment among residents.

4. Reporting & Compliance

- a. Share available demographic, residency, or community data that supports program planning and reporting, in accordance with privacy laws and mutually agreed-upon data sharing practices.
- b. Notify BGCAR of any reporting requirements applicable to operations within HACA facilities and ensure coordinated compliance.