

MECKLENBURG COUNTY

NORTH CAROLINA

MASTER JOINT PROPERTY USE AGREEMENT

THIS MASTER JOINT PROPERTY USE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____ 2026, by and between **THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**, (“CMBE”), and **MECKLENBURG COUNTY** (“County”), each a “Party”; collectively, the “Parties”.

BACKGROUND

WHEREAS, CMBE and County jointly use multiple properties that are owned by one or the other Party or both Parties as set forth on Exhibits A and B, attached hereto and incorporated herein by reference (each, a “Joint Use Property”; collectively, the “Joint Use Properties”). The Joint Use Properties that are owned by CMBE are referred to herein as the “CMBE Properties” and the Joint Use Properties that are owned by the County are referred to herein as the “County Properties”.

WHEREAS, the Parties desire to create a consistent, comprehensive approach to operating and maintaining the Joint Use Properties. For efficiency and administrative convenience, this Agreement is entered into by the Parties.

Definitions:

CMBE Staff: Designated staff of any subject CMBE Property or of several subject CMBE Properties, and designated staff of the CMS Facilities Management department for the administration of this agreement on behalf of The Charlotte-Mecklenburg Board of Education, collectively, (“CMBE Staff”).

County Staff: Designated staff of Mecklenburg County and of Mecklenburg County Park and Recreation for the administration of this agreement on behalf of Mecklenburg County, collectively, (“County Staff”).

AGREEMENT

NOW, THEREFORE, the parties hereto, for themselves and their successors and permitted assigns, agree as follows:

- 1. JOINT USE.** CMBE and County agree to jointly use the Joint Use Properties in accordance with this Agreement.

CMBE reserves the exclusive right to use the CMBE Properties (i) during regular school hours on school days (as such terms are defined by CMBE) and (ii) during certain weekend and evening

hours during the school year at dates and times to be determined by CMBE prior to each school year (“CMBE’s Reserved Hours”).

County reserves the exclusive right to use the County Properties at dates and times to be determined by County prior to each school year (“County Reserved Hours”).

Notwithstanding the foregoing, County may from time-to-time use the CMBE Properties during CMBE’s Reserved Hours, if, and to the extent, approved by CMBE Staff in its sole discretion. Likewise, CMBE may from time-to-time use the County Properties during County Reserved Hours, if, and to the extent, approved by County Staff.

It is agreed that neither party will pay any fees to the other for the use of the other’s property.

2. **TERM.** The term of this Agreement (the “Term”) commences upon its execution and shall automatically renew on a year-to-year basis unless either Party gives written notice of an intent not to renew one hundred and eighty (180) days before renewal. However, both Parties agree that neither will terminate within the first 10 years of the agreement. **Except as specifically provided to the contrary in Exhibits A and B (as the same may be amended from time-to-time)**, either Party may terminate this Agreement as to any individual Joint Use Property by providing one hundred eighty (180) days advance written notice to the other.
3. **PERMITTED USE.** County may use the CMBE Properties for park purposes and CMBE may use the County Properties for school purposes.
4. **SCHEDULING.** County Staff shall be responsible for coordinating the scheduling of all the Joint Use Properties in cooperation with CMBE Staff. In no event shall County schedule any programs during regular school hours on school days on any portion of the Premises not under County’s exclusive control without first obtaining approval of the CMBE Staff, except as laid out herein. CMBE staff will consider options for other facility users, including public users, before granting said approval. At the request of either County Staff or CMBE Staff, additional details as to scheduling and other operational policies and procedures may be established by the parties on a site-by-site basis in a written schedule. Such schedule may be entered into annually and amended by agreement of CMBE and County staff.
5. **RULES & REGULATIONS.** CMBE shall have the right to establish, modify, publish, and enforce reasonable and uniform policies, rules, and regulations applicable to use of the CMBE Properties, including providing options for other facility users as well as for the general public. County agrees to comply with such rules, regulations, policies, and procedures, and to use its best efforts to cause its employees, agents, guests, and invitees to comply. Likewise, County shall have the right to establish, modify, publish, and enforce reasonable and uniform rules and regulations applicable to use of the County Properties. CMBE agrees to comply with such rules, regulations, policies, and procedures, and to use its best efforts to cause its employees, agents, guests, and invitees to comply likewise. Each Party will have final approval on activities on their property.

6. **Semi-annually, the CMS Executive Director of Facilities Management or designee and the Director, Park and Recreation or designee shall meet to review the terms of this Agreement for accuracy and compliance and recommend changes as needed. This meeting will be incorporated in the monthly CMS-MCPR meetings.**
7. **OPERATIONS, MAINTENANCE AND REPAIR.** Except as specifically provided to the contrary in Exhibit A (as the same may be amended from time-to-time), CMBE shall be responsible for the ongoing maintenance and repair of the buildings and building systems, stormwater features adjacent to and draining onto parklands, including mounted building lights located on CMBE Properties; and the County shall be responsible for the upkeep of the grounds of shared outdoor facilities, specifically including grass cutting, re-seeding, stormwater maintenance and general field upkeep on all Joint Use Properties. The Party responsible shall have 6 months to repair any item that the Party is responsible for upon being notified.
8. **IMPROVEMENTS; FUTURE CAPITAL IMPROVEMENTS.** County may not make material physical changes or improvements to the CMBE Properties and CMBE may not make material physical changes or improvements to the County Properties, without the express written permission of the other Party. For clarity, any future shared capital projects require negotiation and approval by The Charlotte-Mecklenburg Board of Education and the Mecklenburg County Board of Commissioners. Such capital improvements shall be identified through the Mecklenburg County Capital Improvement Plan process. After completion of any such shared capital project, the new joint facility shall be added to this Agreement to govern the ongoing use and operation thereof.
9. **SIGNAGE.** Either Party may have signs upon or adjacent to the Joint Use Properties at locations deemed necessary by either County or CMBE to inform the public of the location of the Joint Use Properties and the rules governing its use. The placement of such signs on CMBE Properties shall not interfere with CMBE's use of the CMBE Property for school purposes and the location thereof shall first be approved by the CMBE Staff. The placement of such signs on County Properties shall not interfere with County's use of the County Properties for park purposes and the location thereof shall first be approved by County Staff. All signage installed by County as part of this Agreement shall be maintained by County. All signage installed by CMBE as part of this Agreement shall be maintained by CMBE. All signage must comply with applicable codes and ordinances.
10. **INDEMNITY AND INSURANCE.** To the extent permitted by law, CMBE and County shall each defend, indemnify, and save harmless the other Party and its employees, agents, and officers from and against any and all losses, claims, suits, damages or expenses, arising out of or in any manner connected with the indemnitor's occupancy, use or operation of the Joint Use Properties, excepting, however, losses, damages, suits, claims or expenses caused by the sole negligence of the indemnitee, its officers, agents or employees. Each of the parties hereto shall, at its expense, procure and maintain in full force and effect, all insurances as may be recommended by the Department of Insurance and Risk Management. Each of the parties shall be responsible for the repair of any damage that occurs during shared use.

11. NOTICES. Any and all notices to be given under this Agreement or otherwise may be served by enclosing the same in a sealed envelope addressed to the Party intended to receive the same, at its address and deposited in the United States Mail as registered or certified mail with postage prepaid, as follows:

If to CMBE: Charlotte-Mecklenburg Schools
3301 Stafford Drive
Charlotte, NC 28208
Attn.: Executive Director, Facilities Management

copy to: The Premises
Attn. Principal

If to County: Mecklenburg County Park and Recreation Department
5841 Brookshire Blvd.
Charlotte, NC 28216
Attn.: Director, Mecklenburg County Park and Recreation

When so given, the notice shall be effective three (3) days after the date of mailing. Either Party may change its notice address by giving written notice thereof to the other Party. Party's may also give notice by hand delivery at the above address or by facsimile at such numbers that may be established by the parties from time to time.

12. MISCELLANEOUS.

- A. Each Party shall incur its own costs in relation to the use, operation, and maintenance of Properties subject to this Agreement.
- B. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- C. This Agreement (specifically including Exhibit A and B) may be amended only by written instrument executed by the parties hereto.
- D. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, an any action brought in connection herewith shall be brought in Mecklenburg County, North Carolina.
- E. The process for adding additional properties to this agreement will be as follows:
 - a. Requesting Party's staff designee, the Executive Director, Facilities Management for CMBE or the Director, Park and Recreation for the County, shall make a written request to the other Party's staff designee, to use the other Party's property, outlining the specific property, and the type and frequency of proposed use.
 - b. Each Party's staff designee shall consider the request and decide whether to seek approval by the CMS Superintendent, in the case of CMBE Staff, and Mecklenburg County Manager, in the case of County Staff.
 - c. Upon final approval by both Parties, the exhibit to this agreement (Exhibit A or B as appropriate, shall be revised to add the new property including any special

provisions.

d. This process may be revised from time to time as needed.

F. Any proposed 3rd party agreements for use of designated property must be approved by both Parties and will be handled on a case-by-case basis as they occur except as specified to the contrary in Exhibits A and B.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed in duplicate, with all the formalities required by law as of the day and year first above written.

(SIGNATURES TO FOLLOW)

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

By: _____

Name: _____

Date: _____

MECKLENBURG COUNTY

By: _____

Name: _____

Date: _____

Exhibit A
Exhibit B