MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT made and entered into this _____ day of _____, 2025, by and between the CITY OF JOPLIN, hereinafter referred to as "City," and JOPLIN FAMILY YMCA, hereinafter referred to as "YMCA", and collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, City owns certain real estate commonly known as Tin Cup Trail, hereinafter referred to as "the premises." The Joplin Family YMCA dedicated easements for construction of the Tin Cup Trail with a value One Hundred and Thirty Thousand Dollars ($130,000) to the City of Joplin. The City in turn desires to enter into an agreement with Joplin Family YMCA for sponsorship naming rights on the premises under the terms and conditions described herein; and,

WHEREAS, the parties agree that the Joplin Family YMCA be allowed to place sponsorship naming rights for the Tin Cup Trail bridge and the two Tin Cup Trail Heads on the premises under the terms and conditions described herein; and,

WHEREAS, because of the naming rights of the Joplin Family YMCA, and the shared use of the premises, the parties desire to set forth the material terms in this Memorandum of Understanding and Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Trail: The Trail Name in perpetuity is Tin Cup Trail. This agreement is to assign a sponsorship naming opportunity in association with the Trail name.

2. Naming Rights. All sponsorship naming rights or assignment must be approved in writing by the City prior to the placement on any signage on the premises.

3. Location and Placement of Naming Rights. The City has determined that the naming rights for the trail will be placed on the premises next to bridge and the two trail heads located at 32nd Street and W. McIntosh Circle, and Glendale Road. In total there are three (3) locations.

4. Maintenance of Signage. The City will be responsible for its current maintenance responsibilities.

5. Ownership of Signage. The City will own all signage.

6. Duration and Renewal: The initial term of this agreement shall be ten (10) years. Sponsorship naming renewal may be considered and renegotiated upon the completion of the initial term and YMCA will be given first right of refusal on renewal terms.

7. Naming or recognition may not include, but is not limited to offensive language, images and/or content considered demeaning and derisive.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN

By: _____
Its: authorized signatory

ATTEST:

_____
Holly Nagy
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

JOPLIN FAMILY YMCA

By:_____
Its: authorized signatory

ATTEST:

_____
Secretary