

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JOE MACK CAMPBELL PARK

CCSA Soccer

This Agreement is made by and between the CCSA, Inc. (and/or Association), and the CITY OF JONESBORO PARKS AND RECREATION (CITY).

WHEREAS, CCSA is an Arkansas nonprofit organization organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, the Association is defined as a non-profit organization who provides activities in association with the City of Jonesboro Parks and Recreation Department.

WHEREAS, CCSA and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by CCSA and respective obligations of the parties regarding the use and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agrees as follows:

I. Term

This Agreement shall be for a term of three (3) years for a fiscal year beginning on August 1, 2002 and ending on July 31, 2003.

If CCSA defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from City, CCSA fails to cure such default within thirty (30) day after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may, at its option (but shall not be required to do so), perform the same for the account of CCSA and any amount paid or expenses incurred by the Land lord in the performance thereof shall be deemed additional rent and payable when the next installment of rent shall become due.

If City defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CCSA, City fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CCSA

may, at its option, (but shall not be required to do so), perform the same for the account of City and any amount paid or expenses incurred by the CCSA in the performance thereof shall be deducted from the amounts required to be paid by CCSA to City under Article IV.

II. Option to renew

This agreement of 3 years may be renewed at the option but not the obligation of the parties for an additional term, conditioned upon the following:

1. If not in violation of any obligation hereunder, CCSA shall be given the option to renew this agreement for a like term upon conditions set forth by the CITY. If CCSA should desire to renew this agreement it shall do so by giving written notice to City prior to August 1 of the year for which the extension is requested.
2. That the association shall provide the following information prior to the start of the season:
 - current by-laws for organization
 - proof of insurance and indemnification
 - financial review of expenditures and revenues with parks director and mayor from previous year report
 - list of current officers with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment
 - schedule of games including teams, date, time and field
 - schedule of concession operations
 - annual calendar including target starting date and events for each season.

Repeated failure to provide the above information in a timely manner shall result in cancellation of contract.

III. Use of Facilities

1. During the period of September 21st to November 10th and March 1st to May 31st CCSA shall have the primary right to use the CITY'S soccer facilities, and concession stands as assigned by CITY, during CCSA's regular spring and fall season, league playoffs, hosting District or State Tournaments and make-up games. At any time the soccer facilities are not being used by CCSA, CITY may assign such facilities, excluding concession stands, to other associations or parties.
2. CCSA understands and agrees that the CITY will maintain a master schedule for the Facilities and CCSA will provide schedules of games one week prior to the start of the season. CCSA understands that the master schedule is made on a first-come first-served basis outside of the "primary right" dates designated to CCSA.

3. CCSA has the "primary right" to use concession stands for any and all games, tournaments, or events that take place at the soccer complex during the "primary right" dates listed above. If the CCSA elected not to provide concessions during any event, then the organization holding the event may provide concessions outside of the concession stand. CCSA understands and agrees that the CITY will maintain a master schedule for the Facilities concession stands. CCSA understands that the CITY reserves the right to operate concession stands outside of the "primary right" dates of the concession stands (excluding the operation of the gas operated cookers).
4. CCSA understands and agrees that at times weather, field conditions and maintenance may result in CITY denying the use of certain fields on dates for which approval has been granted. CCSA understands that the Park Supervisor for the Facilities has the authority to move or cancel games, given ample communication with CCSA, reason and notice.
5. CITY shall at all times have the right to inspect its Facilities being used by CCSA and all CCSA sponsored activities related to the use of such facilities.
6. CITY shall issue key(s) to the Association for and during the use of the Facility. A \$25 fee for each lock that has to be changed as a result of the lost key will be charged for each key not turned in at the end of the season. The keys may not be reproduced or duplicated by the Association. The Association agrees to return "seasonal use keys" to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return any of said keys the fee will be charged for the replacement of keys and locks.
7. CCSA understands and agrees that no CITY maintenance equipment will be used by CCSA to conduct games, tournaments, camps or other events. CCSA will provide the equipment necessary to administer its activities and events
8. If CCSA should desire to use CITY'S soccer facilities for additional tournaments or special events or programs, CCSA shall make a request to the CITY by August 1st of the year prior to the year in which the tournament or event is to be held. Any and all additions, tournaments or special programs shall not be included in this agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional tournaments or special programs shall be finalized and furnished to CITY by January 15 of the year in which the additional tournament or special program is to be held.

IV. Obligation of the City

CITY agrees to:

- 1) Provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar City recreational facilities:

- a) Maintain all fences, and gates.
 - b) Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
 - c) Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary.
 - d) Provide field lighting, excluding concession stands.
 - e) Provide and maintain parking lots
 - f) Maintain all bleachers and benches.
 - g) Haul off trash that has been deposited in trash receptacles as warranted.
 - h) Maintain structural integrity of concession stands, restrooms and storage buildings, including repair or replacement of damaged roofs, doors, and windows.
 - i) Maintain all area and field lighting systems. Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighted fields to be used by CCSA.
 - j) Maintain all scoreboards and control systems
 - k) Maintenance of any field irrigation system and watering schedules of turf areas.
 - l) Maintenance of any adjacent park irrigation systems and the scheduling of watering turf areas.
 - m) Maintain restroom facilities, including cleaning, stocking with paper towels and toilet tissue.
- 2) Promote CCSA's soccer program in the CITY'S brochure. Provide a meeting place for board meetings at no cost based upon availability and provided CCSA makes reservations in advance. Take calls for information and refer interested parties to CCSA when necessary.
- 3) Reserve the right to utilize the Soccer Facilities when CCSA league games are not scheduled. If facility is abandoned, the agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the agreement.

It is understood and agreed the CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligation due to budget constraints, it will not be obligated to CCSA for any monetary damages.

V. Obligations of CCSA

CCSA shall:

- 1.) Reimburse the CITY \$7,500 for the cost of materials for seeding, fertilizing, and weed control for the soccer complex for the calendar year. The reimbursement must be made before the next contract can be signed.
- 2.) Reimburse the CITY for the cost of cleaning bathrooms and de-littering and cleaning supplies for cleaning the facilities during tournaments or provide the cleaning and de-littering for the duration of the tournament.
- 3.) At no cost or expense to the CITY, provide the following maintenance repair:
 - a) Mark foul and game lines requiring paint on scheduled game days.
 - b) Maintain nets and goals.
 - c) The Association shall help police all litter on their field(s) to include playing areas, fences, bleachers, concession stands and adjacent grounds.
 - d) The Association shall be prohibited from performing any maintenance to any turf or field areas without written permission from the City.
 - e) The Association shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, seating, goals, and fields.
 - f) CCSA will schedule a field assignment meeting with Park Superintendent for assigning appropriate fields.
- 4.) Furnish to the CITY'S Parks and Recreation Department a complete game schedule for the season. The complete game schedule shall be submitted at least one week prior to the first regular season game. The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities.
- 5.) Operate its own concession stand at Facilities, and all revenues generated from such use shall be for the sole and exclusive use of the CCSA. CCSA agrees to abide by any and all health code requirements for food services. Storage of flammable, hazardous, or toxic substances at the Facilities is prohibited. CCSA is responsible for any of their items stolen or damaged, during the course of the year.
- 6.) Pay for utilities (i.e. electricity, water and telephone) for the concession stand during the priority use dates. The CITY will notify City Water and Light of priority use dates.
- 7.) Be responsible for turning off lights and locking gates at the end of play each evening during its priority use period. CCSA shall take into consideration use of the park by other activities or organizations.

- 8.) Request approval by the CITY for placement of any and all additional concession stands, and/or trailers and follow City, County and State Health Codes.
- 9.) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 10.) Ensure CITY that all coaches and assistant coaches have had a criminal history background check completed submitted at the time of assigning coach to a team.
- 11.) Not engage in any business on the Premises or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. The CITY reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to CITY interests. The Association hereby consents to the exercise of such authority by CITY over its officials, agents and members. If CITY exercises such authority, the CITY will notify the Association in writing.
- 12.) Agree that all Facilities are game fields only and not for practice without permission from the CITY. CITY agrees that some fields may be assigned to the Association for practice usage. The CITY also reserves the right to let other organizations practice on fields.
- 13.) Agree to be solely responsible for any and all damages related to and arising out of the Association's use of the Facility during the term of the Agreement when the Facility is being used by the Association. This is subject, but not limited to, any and all persons associated with the Association who use the Facility during the terms of the Agreement. The Association agrees to be solely responsible for all repairs and costs of repairs to the Facility for any and all damages. Repair of damage to concessions stand during event shall conform to City of Jonesboro Building Codes and require approval of the City Inspector.
- 14.) Agree to provide sufficient notice of all scheduled make-up game times.
- 15.) Follow rules that have been established by the Parks and Recreation Board and City Staff concerning conduct at CITY fields. Examples of rules may include but are not limited to:
 - Vehicles may not be driven up and parked at fields during activities.
 - No metal cleats may be worn on the walkways.
 - No rollerblading, scooters, etc. are allowed inside the Facilities.
 - No smoking in bleacher areas.
 - Only authorized vehicles may be driven on sidewalks.

- Spectator and association parking must be only in parking lots
 - No pets.
- 16.) Request in writing permission for any/all non-game activities that are soccer related such as camps, clinics, and registration. This written request must be presented at least thirty (30) days in advance in writing to the Director of Parks and Recreation for approval.
 - 17.) Agree that activity initiated by an Association coach or director that occurs on fields that have been closed will result in a fine to CCSA that will be based on the cost of damage incurred by CITY as established by the Superintendent of Joe Mack Campbell Park.
 - 18.) Be permitted to allow city high school teams (i.e. Jonesboro, Valley View, Nettleton and Westside) to use the soccer fields for school practices or games (not including tournaments) under this field usage agreement provided the Association notify the CITY of the scheduled times.
 - 19.) Be permitted to host a high school tournament or assist a high school in hosting a tournament at Joe Mack Campbell Park provided that CCSA pay the tournament fee and provide field maintenance, and restroom maintenance and cleaning throughout the tournament.

VI Assignability and Exclusivity

This Agreement is a privilege for the benefit of CCSA only and may not be assigned in whole or in part by CCSA to any other person or entity. Both parties understand that CCSA's use of the Facilities is nonexclusive.

VIII Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery with a signed receipt, in writing or by registered or certified mail, postage prepaid, return receipt requested. Notice shall be effective upon signing the date of the signing of the receipt.

CCSA:

CITY:
Jason C. Wilkie; Director
CITY OF JONESBORO
Parks and Recreation
1212 S. Church St.
Jonesboro, AR 72401

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

Miscellaneous Provisions.

- 1.) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2.) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas, and all obligations of the CCSA and the CITY created hereunder are performable in Craighead County, Jonesboro, AR.
- 3.) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations wherein it is otherwise immune from liability.
- 4.) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5.) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CCSA Soccer

Tom Sims
President

Date: 11/5/02

CITY OF JONESBORO PARKS AND RECREATION

[Signature]
Director

Date: 11-5-02