

**Agreement between the City of Jonesboro
and the Arkansas Rush Soccer Club
For the 2012-2013 Soccer Year**

The following document and its attachment describes the agreement between the City of Jonesboro Parks and Recreation Department (hereinafter called the City) and the Arkansas Rush Soccer Club (hereinafter called the Rush), for the use of Joe Mack Campbell Park (hereinafter called the Park) for youth soccer activities.

The above named organizations agree to the following regarding the use of Joe Mack Campbell Park:

A. The City will provide the following:

- 1) The use of Joe Mack Campbell Park or alternate fields as the primary facility for the Rush's weekly team training and games and for tryouts in the greater Jonesboro area,
- 2) Alternate field(s) for training or games when the primary training or game field(s) are closed or reserved for other events,
- 3) Maintenance of the Park complex and fields, including mowing, weed-eating, topdressing, placing trash receptacles/containers at all fields and other locations throughout the Park, emptying of trash receptacles, picking up trash in parking lots and other common areas within the Park complex, and all other necessary maintenance to provide the intended function of the Park,
- 4) Adequately lighted parking areas,
- 5) Layout and striping of fields from September 1st thru November 1st 2012 and April 1st thru June 1st 2013,
- 6) Access to the Park on scheduled training,
- 7) Open, clean, and adequately stocked bathrooms,
- 8) Concessions as scheduled by the City,
- 9) Secured soccer goals to prevent player injury from falling goals,
- 10) Advanced notice to the Rush contacts listed in Attachment A when the fields or the Park complex is closed due to inclement weather, excessive rain, poor field conditions, or facility use conflicts,
- 11) Fields as follows:
 - a. Two fields every Monday, Tuesday, Wednesday, and Thursday from 4:00 pm to 8:30 pm beginning on August 1, 2012 and ending on July 31, 2013,
 - b. Fields must be adjacent to each other.

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- 12) Lights for training and games, when necessary,
- 13) Timely communication with Rush representatives.

B. In return, the Rush will provide the following:

- 1) Will submit request for scrimmages, or friendlies at the Park,
- 2) Payment of \$20 per player per season for registered Youth Academy players from the Jonesboro area (NOTE: scholarship or financial aid players will be exempt from the registered player count),
- 3) Payment of \$30 per player per year for registered Competitive players from the Jonesboro area (NOTE: scholarship or financial aid players will be exempt from the registered player count),
- 4) Remittance of fees twice a year on or by:
 - a. December 30, 2012 (**Note:** This payment will be made for Jonesboro Youth Academy players enrolled in the fall season 2012 and for Competitive players enrolled in the 2012/2013 season with Rush for the year).
 - b. June 30, 2013 (**Note:** This payment will be made for Jonesboro Youth Academy players enrolled in the spring season 2013 and for "new" Jonesboro Competitive players who registered with Rush after December 30, 2012).
- 5) Documentation of the number of registered Rush players from the greater Jonesboro area that are training at the Park and number of financial aid players,
- 6) Adherence to the rules of the Park and other City parks,
- 7) A clean environment at the fields by placing trash in trash receptacles at the fields after training and games,
- 8) A minimum of 24-hour advanced notice of a game and/or practice cancellation, if possible, (NOTE: Cancellations of games by opposing teams is outside of the control of the Rush),
- 9) Forwarding of information to coaches and local contacts when asked by City representatives, and
- 10) Timely communication with City representatives.

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C. Default of Rush

- 1) If Rush defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CITY, Rush 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 CITY may, at its option (but shall not be required to do so), perform the same for the account of Rush and any amount paid or expenses incurred by the Landlord in the performance thereof shall be deemed additional rent and payable when the next installment of rent shall become due.
- 2) Additionally, if Rush defaults in performance of this Agreement, and after written notice from CITY, Rush 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 CITY may terminate this Agreement.

D. Default of CITY

- 1) If CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from Rush, 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 Rush 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 Rush in the performance thereof shall be deducted from the amounts required to be paid by Rush to CITY.
- 2) Additionally, if CITY defaults in performance of this Agreement, and after written notice from Rush, 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 Rush may terminate this Agreement.

E. Miscellaneous Provisions

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be 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 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

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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.

This agreement described above is acceptable to both parties as indicated by the following signatures by authorized representatives of the respective organizations:

Harold Perrin, Mayor
City of Jonesboro

Date



7-10-12

Matthew Mittelstaedt, President
Arkansas Rush Soccer Club

Date

ATTEST

Donna Jackson, City Clerk, CMC

Date

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Attachment A

Attached to and made part of the agreement between the City of Jonesboro and the Arkansas Rush Soccer Club for the 2012-2013 Soccer Year dated _____, the following are the designated contacts for communication for day to day field scheduling and field closures and for issues with respect to the terms of this contract.

City Contacts for Field Issues/Cancellations:	Rush Contacts for Field Issues/Cancellations: <i>(Please contact the following individuals in this order via phone call, text message, and or email)</i>
<p>Wixson Huffstetler Director Parks and Recreation City of Jonesboro 1212 S. Church St. Jonesboro, AR 72401 (870) 933-4604 (w) (870) 351-6526 (c) whuffstetler@jonesboro.org</p>	<p>Matthew Mittelstaedt Technical Director/President AR Rush Soccer Club PO Box 2283 Conway, AR 72033 (501) 249-2428 (c) mmittelstaedt@arkansasarush.com</p>
<p>Brad Welbourne (870) 933-4604 bwelbourne@jonesboro.org</p>	<p>Nathan Hunt Director of Operations AR Rush Soccer Club PO Box 2283 Conway, AR 72033 (785) 633-7966 (c) nhunt@arkansasarush.com</p>
<p>Danny Kapales (870)933-4604 (w) (870)930-4585 (C) dkapales@jonesboro.org</p>	
Rush Contacts for this Contract:	
<p>Nathan Hunt Director of Operations AR Rush Soccer Club PO Box 2283 Conway, AR 72033 (785) 633-7966 (c) nhunt@arkansasarush.com</p>	<p>Lisa Gandy, Member Board of Directors AR Rush Soccer Club PO Box 2283 Conway, AR 72033 (501) 258-7141 (c) lgandy@arkansasarush.com</p>