

## ALLEN PARK GYMNASIUM AGREEMENT WITH

### **Joe Williams**

This Agreement is made by and between Joe Williams of **1102 Laurelwood Court** (hereinafter called "JW") and the CITY OF JONESBORO PARKS AND RECREATION of 1212 South Church St., Jonesboro, AR 72401 (hereinafter called "CITY"), on this 18th day of January, 2005 (the "Effective Date").

WHEREAS, Joe Williams has created an organization for the purpose of providing training and competition to female junior volleyball athletes.

WHEREAS, the CITY is the owner and operator of certain public park amenities known as the Allen Park Community Center (hereinafter called "FACILITIES").

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

#### **Term**

The CITY agrees to grant use and possession of the Allen Park Gymnasium as outlined here to JW for the operation of Junior Olympic Volleyball on Sunday afternoons and Tuesday evenings from January 18<sup>th</sup>, 2005 to July 1<sup>st</sup> 2005 and from November 1st to July 1<sup>st</sup> in 2006 and 2007. This contract shall be for a total of two and one half (21/2) years.

Either party hereto shall give the other notice in writing at least thirty (30) days prior to the expiration of the Term then in effect that it does not intend to extend the term of this Agreement.

If either party cannot fulfill the obligations of the contract it shall give the other notice in writing at least (30) days.

By mutual agreement of both parties the contract can be extended for an additional 1 year. Upon the expiration of the term of this agreement, the term of this agreement shall automatically be extended for additional one (1) year (the "Extended Term") unless either party hereto shall give the other notice in writing at least thirty (30) days prior to the expiration of the term then in effect that it does not intend to extend the term of this Agreement. The "Extended Term" shall be subject to all the terms and conditions of this Agreement save and except the fees for facility rental.

#### **Use of FACILITIES by JW**

1. The CITY and JW shall agree on the fees for facility rental. Fees shall be recommended by the Parks Director and JW and approved by the Public Service Committee of the City Council. JW shall pay the CITY \$6,440.00 for use of the gymnasium, locker rooms, and one community room.
2. The FACILITIES will be used by JW for events, practices and games on the dates

- and time listed on a schedule to be presented to the Parks and Recreation Department at the beginning of each season.
3. JW will operate programs in accordance to non-discrimination requirements of Title VI of the 1964 Civil Rights Act.
  4. It is also agreed that the party sponsoring any community recreation program(s) will furnish and supply all expendable materials necessary for conducting the program.
  5. It is further agreed that program personnel must adhere to all provisions of the American's with Disabilities Act (ADA) that apply to a particular program.
  6. At any time the FACILITIES are not being used by JW, CITY may assign the FACILITIES to other organizations or parties.
  7. The CITY and JW understand and agree that the CITY shall at all times have the right to inspect the FACILITIES being used by JW and all JW sponsored activities related to the use of the FACILITIES.
  8. The CITY and JW understand and agree that the CITY shall issue a key(s) to JW for use of the FACILITIES. The keys may not be reproduced or duplicated by JW. Upon failure to return any of said keys a fee will be charged for the replacement of keys and locks.
  9. The CITY and JW understand and agree that the CITY may terminate this agreement if:
    - a. JW resigns from Junior Olympic Volleyball
    - b. The CITY and Junior Olympic Volleyball agree that JW should not represent the facility.

### **Obligations of CITY**

#### **CITY agrees to:**

1. Provide volleyball standards,
2. Provide weekly court maintenance.
3. Provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational FACILITIES:
  - a. Provide utilities for the facility
  - b. Maintain all area and court lighting systems. Repair or replace lights, wiring fuses, transformers and other equipment related to the lighting of each court to be used by JW.
  - c. Provide and maintain parking lot.
  - d. Maintain court surfacing, nets.
  - e. Maintain all bleachers, benches.
  - f. Maintain bathrooms including cleaning, stocking and repair.
  - g. Haul trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed, Monday through Friday.
  - h. Maintain structural integrity of the facility.

### **Obligations of JW**

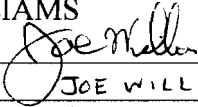
#### **JW shall:**

1. Conduct volleyball programming to include volleyball tournaments, and practices.
2. 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

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.

JOE WILLIAMS

By: 

Name: JOE WILLIAMS

Title: club director

Date: 1/18/2005

\\parks.jonesboro.org\SYS\Common\Documents\Agreements\JW 2003 Agreement.doc