

TENNIS COURT MANAGEMENT AGREEMENT WITH

The Northeast Arkansas Tennis Association

This Agreement is made by and between the Northeast Arkansas Tennis Association (NEATA) and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this first day of August 2008 (the "Effective Date").

WHEREAS, NEATA is a not for profit organization created to administer and promote the game of tennis in Northeast Arkansas; and

WHEREAS, the CITY is the owner and operator of tennis courts located at Allen Park, Earl Bell and Joe Mack Campbell Park hereafter referred to as "Facilities"; and

WHEREAS, the CITY does not have the funds to staff a tennis pro at the facilities; and

WHEREAS, NEATA and the CITY agree that a tennis pro and tennis programming drive the utilization of tennis courts; and

WHEREAS, NEATA and the CITY agree that a contract to share the expenses of bringing a tennis pro to the Facilities is beneficial to each organization and to Jonesboro as a whole;

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

Term

Unless otherwise terminated, the term of this Agreement is for a period of two (2) years commencing on the Effective Date and ending at midnight on the second (2nd) anniversary thereof.

Obligations of the City:

City shall:

1. Receive all court fees generated.
2. Provide a match of \$4,000.00 for the annual salary of a tennis professional to be paid to NEATA quarterly beginning on the effective date.
3. Agree to provide the tennis pro 100% of the revenue generated through tournaments, socials, tennis lessons of juniors, adults, groups and other tennis related services.
4. Agree to not contract with another tennis pro.
5. Hire and employ two (2) court attendants to assist the tennis pro in managing the courts.
 - a. The two court attendants shall work 40 hours per week combined. They shall be employed from March to October as

currently provided for in the City Budget.

- b. Hiring, disciplinary action, and firing of court attendants shall be the final decision of the Parks Director at the recommendation of the tennis pro.
6. Maintain the structural integrity of the courts.
7. Designate one court at facilities for lessons conducted by the pro.
8. Reserve the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. NEATA hereby consents to the exercise of such authority by City over its members, officials and agents.

Obligations of NEATA:

NEATA shall:

1. Locate and hire the tennis pro.
2. Supervise the tennis pro following City HR practices including:
 - a. Performance Evaluations
 - b. Disciplinary Action Procedures
3. Advise the City Parks Director of any disciplinary action being taken against the pro.
4. Pay pro on a quarterly basis.
5. 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 and courts.
6. Ensure the City that pro and all youth coaches and assistant coaches have had a criminal history background check completed before being assigned to coach a team to the extent permitted by law.
7. Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
8. Prior to the commencement of each tennis season during the Term of this Agreement, NEATA will provide to the Parks Planning and Advisory Committee:
 - a. Name and contact information for the board of directors.
 - b. Current by-laws of NEATA
 - c. Financial review of expenditures and revenues from previous year

Obligations of the Tennis Pro:

Tennis Pro Shall:

1. Organize a minimum of two tennis leagues per week with the court fees being paid to the city.
2. Manage the facility and the attendant:
 - a. Ensure the facility is open and closed according to published schedules.
 - b. Keep staff and program schedules.
 - c. Recommend facility improvements to the Parks Department.

- d. Accurately report the receipts from court fees.
3. Oversee the maintenance and upkeep of the tennis courts.
4. 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 courts.
5. Furnish to City a projected tournament schedule for the season. The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities.
6. Report quarterly earnings to the City. Reports may be submitted as copies of tax forms or may be on a form produced in conjunction with the City.
7. Report annual revenues, expenses and program activities to the Parks and Recreation Planning and Advisory Committee.
8. Schedule and meet with City Parks Director prior to the season to discuss schedule, court playability and department guidelines.
9. Maintain one set of keys for his/her use and the use of the attendants and shall not duplicate and distribute keys to the Facilities to patrons.
10. Shall be responsible for any personal items stolen or damaged, as the result of his or her negligence, during the course of the year.
11. Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
12. Not engage in any business on the Facility 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.
13. Follow and help enforce rules that have been established by the City concerning conduct at City courts. Examples of rules may include but are not limited to:
 - a. Vehicles may not be driven up and parked at courts during activities. Only authorized park vehicles may be driven on sidewalks.
 - b. No rollerblading, scooters, etc. are allowed inside the tennis court area.
 - c. No smoking in bleacher areas.
 - d. No pets

Default of NEATA

If NEATA defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from City, NEATA 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 NEATA and any amount paid by the City in the performance thereof shall be refunded to the City.

Additionally, if NEATA defaults in performance of this Agreement, and after written notice from City, NEATA 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.

If the FACILITIES are abandoned by NEATA, the City may terminate this Agreement. "Abandonment" shall mean no communication with the City and no organized play taking place on allocated court(s) for 30 days.

Default of CITY

If CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from NEATA, 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 NEATA 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 NEATA in the performance thereof shall be deducted from the amounts required to be paid by NEATA to City.

Additionally, if City defaults in performance of this Agreement, and after written notice from NEATA, 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 NEATA may terminate this Agreement.

Assignability and Exclusivity:

This Agreement is a privilege for the benefit of NEATA and the tennis pro and may not be assigned in whole or in part by NEATA to any other person or entity. Both parties understand that use of the FACILITIES is nonexclusive, except to the extent that:

- NEATA may sub-contract with a tennis pro and other instructors.
- No other professional tennis instructors may use the facilities to generate income without permission from the tennis pro.

Miscellaneous Provisions:

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.

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.

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.

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.

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.

NORTHEAST ARKANSAS TENNIS ASSOCIATION

By: ~~Tina Coats~~ *Tina Coats*
Name: Tina Coats
Title: President