

SINGLE PARTY RENTAL AGREEMENT FOR USE OF JOE MACK CAMPBELL PARK

FACILITY USAGE AGREEMENT FOR BRET ROSENBERGER

This Agreement is made by and between BRET ROSENBERGER (BR) and the CITY OF JONESBORO PARKS AND RECREATION (CITY).

WHEREAS, BR is an individual who is administering a fee based competitive soccer program for Craighead County Soccer; 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, BR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to use the Facilities by BR 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 agree as follows:

I. Term

This Agreement shall be for an initial term of THIRTY (30) days beginning on the date of the execution hereof. If BR fails to comply with its obligation hereunder BR will receive on written warning. If BR continues to not comply with its obligation this agreement shall be terminated without further notice.

Contract may be extended for an additional TWENTY (20) days at the end of the initial term of THIRTY (30) days.

II. Use of Facilities

1. During the period of AUGUST 18th-SEPTEMBER 30TH BR shall have the right to use the CITY’S SOCCER facilities for practices, as assigned by CITY. At any time the SOCCER facilities are not being used by BR, city may assign such facilities to other associations or parties.
2. BR understands that it will use fields assigned by the CITY according to availability of fields during the dates listed above.
3. BR understands and agrees that at times weather and/or field conditions may result in city denying the use of certain fields on dates for which approval has been granted. BR understands that the Park Supervisor for the Facilities has the authority to close the fields.

4. CITY shall at all times have the right to inspect its Facilities being used by BR and all BR sponsored activities related to the use of such facilities.
5. BR understands and agrees that no CITY maintenance equipment will be used by BR to conduct its events. BR will provide the equipment necessary to administer its activities and events.

III. 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. Maintain all bleachers.
 - e. Provide and maintain parking lots.
 - f. Maintain structural integrity of concession stands, restrooms and storage buildings, including repair or replacements of damaged roofs, doors, and windows.
 - g. Maintain all area and field lighting systems. Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighting of each field to be used by BR.
 - h. Maintenance of any field irrigation system and watering schedules of turf areas.
 - i. Maintenance of any adjacent park irrigation systems and the scheduling of watering turf areas.
2. Make determinations on field closures due to weather.

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 restraints, it will not be obligated to BR for any monetary damages.

IV. Obligations of BR

BR shall:

1. Pay a field usage fee of \$30 per field per day for the scheduled use of soccer fields at Joe Mac Campbell Park.

2. Pay a deposit of ½ the fee upon signing the contract and ½ the fee upon completion of contract terms.
 - a. Deposit is non-refundable if contract is voided by the city or BR.
3. At no cost or expense to the CITY, provide the following maintenance assistance:
 - a. Monitor and assist in prohibiting practice by other teams and individuals.
 - b. Agree to find alternative practice site when fields are wet.
 - i. Determination on the condition of the fields shall be made by the Joe Mack Campbell Park Supervisor.
 - c. Assist the City in turning off all lights, locking and securing the facility at night.
4. Maintain good communication with the Park Supervisor and shall provide a practice schedule and provide timely updates to the schedule.
5. Be prohibited from performing any maintenance to any turf or field areas without written permission from the City.
6. Not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, concession stands, structures, concrete, seating, goals, and fields.
7. 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 of Jonesboro 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. BR hereby consents to the exercise of such authority by City over its members, officials, agents and members.
8. Be solely responsible or indemnify and hold harmless the city for any and all damages related to and arising out of the use of the Facility during the term of the Agreement when the Facility is being used by BR. This is subject, but not limited to, any and all persons associated with BR who use the Facility during the terms of the Agreement. BR agrees to be solely responsible for all repairs and costs of repairs to the Facility for any and all damages. Damages will be payable to the City of Jonesboro according to the cost of the repairs. Damages will be determined on an actual cost basis with provisions of the city's purchasing manual. Any repairs made shall conform to City of Jonesboro Building Codes and require approval of the City Inspector.
9. Follow rules that have been established by the Parks and Recreation Department and by City Staff concerning conduct at CITY fields. Examples of rules may include but are not limited to:
 - a. Vehicles may not be driven up and parked at fields during activities.

- b. Only authorized vehicles may be driven on sidewalks.
 - c. No metal cleats may be worn on the walkways.
 - d. No rollerblading, scooters, etc. are allowed inside the Facilities.
 - e. No smoking in bleacher areas.
 - f. No pets in the park
10. Any activity that occurs on fields that have been closed will result in a fine to BR that will be based on the cost of damage repair incurred by CITY as established by Parks Director.
11. If BR fails to comply with its obligation hereunder this agreement shall be terminated without further notice.

V. Assignability and Exclusivity

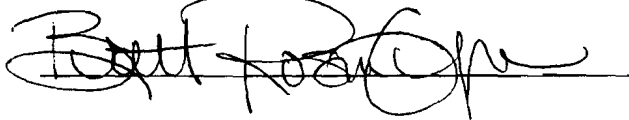
This Agreement is a privilege for the benefit of BR and his training staff only and may not be assigned in whole or in part by BR to any other person or entity. Both parties understand that BR's use of the Facilities is nonexclusive.

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 BR and the CITY created hereunder are performable in Craighead County, Arkansas.
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 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.

BRET ROSENBERGER

A handwritten signature in black ink, appearing to read "Bret Rosenberger", written over a horizontal line.

Date: 15 AUG 03