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Subject: Sidney Moncrief Agreement for use of facilities.

Date: Mon, 11 Apr 2005 14:15:04 -0500

From: "Jeff Owens" <JOwens@jonesboro.org>

To: "sidney moncrief" <smoncrief04@yahoo.com>

This is a copy of the contract. We would need this signed and returned by April 13th in order to get it approved at the next council meeting.

SINGLE PARTY RENTAL AGREEMENT FOR USE OF ALLEN, PARKER, AND EARL BELL COMMUNITY CENTERS

FACILITY USAGE AGREEMENT FOR SIDNEY MONCRIEF

This Agreement is made by and between Sidney Moncrief Back to Basics Basketball, P.O. Box 17646, Little Rock, AR 72212 and the CITY OF JONESBORO PARKS AND RECREATION (CITY).

WHEREAS, SM is an individual; and

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Allen Park Community Center, Parker Park Community Center and the Earl Bell Community Center", and hereafter referred to as the "Facilities"; and

WHEREAS, SM 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 SM 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 a term of four days beginning on the date of the execution hereof. However this agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party.

II. Use of Facilities

1. During the period of June 6th – June 9th shall have the right to use the CITY'S Community Center facilities, as assigned by CITY. At any time the BASKETBALL facilities are not being used by SM, city may assign such facilities to other associations or parties.
2. SM may not sell concessions outside the existing concession stands without the approval of the CITY.
3. SM understands that it will use courts assigned by the CITY according to availability of courts during the dates listed above.
4. CITY shall at all times have the right to inspect its Facilities being used by SM and all SM sponsored activities related to the use of such facilities.
5. City of Jonesboro reserves right to review SM's financial records and registration information pertaining to contracted event.

III. Obligation of the City

CITY agrees to:

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

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 SM for any monetary damages.

IV. Obligations of SM

SM shall:

- 1.) Pay a fee equaling 10% of gross income for use of community centers
- 2.) 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. SM hereby consents to the exercise of such authority by City over its members, officials, agents and members.
- 3.) SM agrees to be solely responsible 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 SM. This is subject, but not limited to, any and all persons associated with SM who use the Facility during the terms of the Agreement. SM 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.
- 4.) Follow rules that have been established by the Parks and Recreation Department and by City Staff concerning conduct at CITY facilities.
- 5.) If SM fails to comply with its obligation hereunder within ten (10) days of written notice of such failure, this agreement shall be terminated without further notice.

V. Assignability and Exclusivity

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

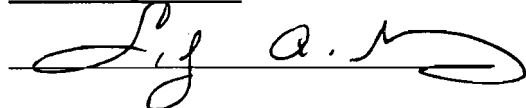
Miscellaneous Provisions.

- 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 the CLG 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.

SIDNEY MONCRIEF



Date: 4-12-05

CITY OF JONESBORO PARKS & RECREATION

Jason C. Wilkie, Director of Jonesboro Parks and Recreation

Date: _____