

FACILITY USE AGREEMENT FOR THE “SMOKEY” JOE WILLIAMS BASEBALL FIELD

This is an Agreement between the City of Seguin (“City”) and Rivermonster Baseball LLC (“RMB”) as follows:

1. The City agrees to allow RMB use of “Smokey” Joe Williams Baseball Field, beginning in May 2024 through July 2024, with the exception of July 18-25, 2024, “as is” regarding facilities and field conditions. The City is not obligated to make any field and facility improvements on behalf of RMB. Any game(s) scheduled on July 3, 2024, must be completed and the ballfield lights turned off no later than 9:15 p.m. for the annual City Fireworks Show. In addition, the City agrees to host any RMB playoff games that could take place in August 2024.
2. It is agreed that RMB will comply with all laws, Federal, State and Local, including all ordinances of the City, and all rules, regulations, and requirements of the Seguin Police and Fire Departments, and any and all requirements specifically made by the Police Chief and Fire Chief in connection with the performances to be given hereunder, and shall obey any other regulations of any municipal authority of the City. RMB will obtain and pay for all necessary permits, licenses, and taxes on ticket sells and concessions used in connection with the performance hereunder and will not do or suffer to be done anything at said facilities during the term of this agreement in violation of any such laws, ordinances, rules, or requirements. If such violation persists after notice is given to RMB, the City may immediately terminate this Agreement.
3. During the term of this agreement, RMB undertakes and agrees to carry at its own expense and with a company acceptable to City, General Liability Insurance and Liquor Liability Insurance (if alcohol is allowed to be brought onto and/or sold on City property) that is an admitted carrier with a Best Rating of “A” or better, to protect City, City’s officials, employees, and agents, and any third party or parties from any liability or damages whatsoever, including those referred to herein. The limits of liability shall not be less than \$1,000,000 combined single limits per occurrence, or equivalent. RMB shall name the City, City’s officials, employees, and agents, as additional insured on all such insurance and shall furnish proof of said coverage to City prior to use of the facilities.
4. RMB SHALL INDEMNIFY THE CITY HARMLESS FROM ANY AND ALL LOSSES, COSTS, AND EXPENSES ARISING OUT OF ANY SUITS, LIABILITY, OR CLAIM OF LIABILITY, FOR INJURY OR DAMAGES TO PERSONS OR PROPERTY SUSTAINED OR CLAIMED TO HAVE BEEN SUSTAINED BY ANYONE WHOEVER BY REASON OF THE USE OR OCCUPATION OF THE FACILITIES HEREIN DESCRIBED, WHETHER SUCH USE IS AUTHORIZED OR NOT.
5. RMB agrees to take no action that would in any manner deface or destroy any of the available facilities of the City, and further agrees to make full restitution or payment for any such damages which may occur as a result of the activities which take place during the time or date of use.
6. RMB agrees to conform to and abide by any and all decisions made under emergency situations by the City person in authority at the time, and does hereby release the City, its agents, officers and employees from any and all manner of causes of action, accounts, controversies, damages, claims, and demands, in law or in equity against the City, or against any of its officers, agents, or employees, by reason of delay, or loss of or damage to equipment, or any other personal property or profit, which may accrue during any emergency or by reason of any decision made under emergency situations. In the event the City, due to conditions beyond its control, should find it impossible to provide the above-named facilities as provided herein, RMB agrees that the City shall be held harmless from any liability which RMB may have incurred in connection with said use. This provision specifically refers to and includes but is not limited to facility damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, electrical or mechanical failure, or any other act over which the City has no control.
7. It is understood that the facilities are owned by the City and that any discrimination by RMB, their agents or employees, on the basis of race, color, religion, or national origin, in the use of or admission to the facilities is prohibited.

8. RMB agrees to provide a minimum of one (1) licensed Peace Officer for security purposes scheduled through the Seguin Police Department if alcohol is allowed to be brought onto and/or sold on City property. Failure to provide adequate security will result in immediate suspension of games. Depending on availability, the Seguin Police Department Officer off-duty rate is \$45 per hour for a four (4) hour minimum for security purposes. The minimum officer(s), fee, and hourly minimum is subject to change at any time during the term of this Agreement. Payments to Officer(s) shall be paid upon arrival of the Officer(s) in cash or money order. Failure to make proper payment upon arrival of the scheduled Officer(s) for a game will result in immediate suspension of games.
9. RMB can make improvements to "Smokey" Joe Williams Baseball Field upon written consent of the City Manager or designee. All improvements will become the property of the City unless otherwise agreed to in writing by the City Manager or designee.

The following responsibilities will be followed by each entity; City and RMB:

CITY OF SEGUIN

- Mowing of the field.
- Routine watering of the field.
- Fertilizing the grass and providing weed control as needed.
- Allow use of the Dance Pavilion restrooms during games.

SEGUIN RIVER MONSTERS

- Drag and chalk/stripe/paint the fields and put-out/put-up bases for each game/use. The City does not loan out or rent equipment.
- Repair holes dug, hand-water, rake, and cover home plate and pitcher's mound areas at the conclusion of each game/use.
- Hand-water the dirt playing surface on game day, if needed.
- Maintaining a clean park and clean restrooms during and after each game/use. This includes adding paper products when needed and picking up trash and securing it in trashcans provided. Restrooms should be cleaned and stocked after each game/use.
- If needed, provide port-a-lets as restroom facilities onsite are limited.
- Haul trash collected onsite to City dumpsters located nearby at the conclusion of each game/use.
- Use of the press box including the PA system and scoreboard and secure after each game/use.
- Operate, maintain, and clean the concession area.
- Turning the ballfield lights on and off.
- Open and lock the facility. Key(s) will be checked out and returned as requested by City staff.

The amount due and payable to the City of Seguin under the terms and conditions of this Agreement made are as follows:

CITY OF SEGUIN

Facility Damage Deposit: \$250

The Signors of this Agreement hereby represent and warrant that he or she has full authority to execute this Agreement on behalf of the participants.

CITY OF SEGUIN

RIVERMONSTER BASEBALL LLC

BY: _____

BY: _____

DATE: _____

DATE: _____