

FACILITIES USE AGREEMENT

The City of Seguin, Texas (hereinafter "City") and Texas Lutheran University (hereinafter "TLU") enter into this Agreement governing the usage of specified Park Facilities and related appurtenances owned by the City of Seguin, Texas.

The City does hereby grant to TLU the right and privilege to use the Starcke Park Golf Course, in Seguin, Texas for the university golf program sponsored by TLU (see Sections I. and II.).

The City does hereby grant to TLU the right and privilege to use the Seguin-Saegert Pickleball Complex, in Seguin, Texas for physical education classes sponsored by TLU (see Section III.).

Use of aforementioned City facilities is for a two-year term that will expire on January 31, 2025 or until cancelled by either party by giving thirty (30) days' written notice to the other party at their respective official address.

I.

In consideration for such privilege herein granted by the City, TLU agrees as follows regarding use of the Starcke Park Golf Course:

- A. Free Team Play is limited to Monday through Thursday after 1:00 p.m.
- B. A maximum of 25 persons shall be allowed to be on the Team roster for each school year; and shall be submitted to the Golf Pro each semester. All participants' names shall be submitted to the Golf Pro each semester. A participants' name must be listed as a Team Member to be afforded free play as described above.
- C. Team members may play during restricted hours and months for a \$4.00 surcharge. Team members will play the adult rate when they play before twilight hours.
- D. Team shall pay for range balls.
- E. Team shall reserve tee times in advance. Otherwise, play time shall be accommodated at the Pro Shop's discretion.
- F. Team shall display proper golf etiquette at all times and should allow paying customers to play through.
- G. Team coaches shall be entitled to free play and be allowed to use golf carts for play and coaching at no cost depending on cart availability.

II.

The City agrees to perform the following tasks as far as its resources shall allow regarding TLU use of the **Starcke Park Golf Course**:

- A. Create an ex-officio position on the Golf Course Advisory Board for the Team Head Coach.
- B. Maintain the roster of current Team Members and Coaches.

III.

In consideration for such privilege herein granted by the City, TLU agrees as follows regarding the use of the **Seguin-Saegert Pickleball Complex**:

- A. TLU shall pay all customary and usual out-of-pocket cost and expenses incurred in offering and managing physical education classes at the Seguin-Saegert Pickleball Complex.
- B. TLU agrees to be responsible for any damages to the Seguin-Saegert Pickleball Complex caused by TLU use of the complex. Should such damage occur, the TLU shall undertake all necessary restorations within five (5) days of the conclusion of use

IV.

- A. No permanent improvements may be constructed upon the premises without prior written approval of the City. Title to any and all facility improvements shall be vested to the City and revert to the City's control at the expiration of the term of this agreement.
- B. Neither Party waives any immunity, which it currently has or may obtain from liability and/or suit.
- D. The usage of lights and other related appurtenances will be within reason and utilized only within a time limit specified by the City's Director of Parks & Recreation or designee.
- E. TLU will provide schedules for facilities usage sixty (60) days in advance to the Director of Parks & Recreation or designee and advise of cancellations or changes as soon as possible.
- F. While using the facilities, TLU shall keep the facility grounds clear of trash and debris by collecting same and depositing it in trash containers provided by the City. TLU will have no responsibility to empty the trash containers.

SIGNED this 11th day of JANUARY, 2023.

By: _____
City Manager – City of Seguin

By: Brian Miller - Director of Athletics
Texas Lutheran University