

**FACILITIES USE AGREEMENT BETWEEN
THE CITY OF SEGUIN
AND
SEGUIN TEXAS ADULT SOFTBALL**

I.

The City of Seguin, Texas hereinafter referred to as "City" and the Seguin Texas Adult Softball hereinafter referred to as "League" enter into this Agreement governing the use of athletic fields and facilities, lights, and all other supportive items of public property owned by the City.

The City does hereby grant to the League the right and privilege to use two (2) designated fields as well as the restrooms and concession stand (if requested and available) at the Softball 4-Plex Complex on Tuesdays and Wednesdays located at 833 Nelda Street for an Adult Softball League for a term of up to two (2) spring seasons, two (2) summer league seasons, and two (2) fall / winter seasons, from February 1, 2023, through January 31, 2025, date or until cancelled by the City, whichever should first occur.

II.

In consideration for such privilege herein granted by the City, the League shall:

- A. Covenant and agree that the sports facility lights will be turned off within 30 minutes of the completion of any game or event, no later than 11:00 p.m., Monday – Thursday and by 12:00 a.m. (midnight) Friday – Sunday. Exceptions may be made with approval of the Director of Parks and Recreation or their designee. Requests for exceptions must be written.
- B. **THE LEAGUE UNDERTAKES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, CITY'S OFFICIALS, EMPLOYEES, AND AGENTS, FROM ANY LIABILITY, COSTS OR DAMAGES (INCLUDING ATTORNEY'S FEES) THAT MAY BE INCURRED BY CITY, CITY'S OFFICIALS, EMPLOYEES, OR AGENTS AS A RESULT OF ANY CLAIMS, DEMANDS, COSTS, SUITS, ACTIONS, OR JUDGMENTS ARISING OUT OF THE USE OF SAID FIELDS, FACILITIES, AND OTHER PROPERTY PURSUANT TO THIS AGREEMENT.** During the term of this agreement, the League undertakes and agrees to carry at its own expense and with a company acceptable to City, liability insurance 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 \$500,000 combined single limits per occurrence, or equivalent. League 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.
- C. Maintenance of Park and Recreational Facilities:
 - 1. It is the responsibility of all park users to report hazardous or dangerous facility conditions to the City immediately.
 - 2. The League will be responsible for trash and debris at their reserved fields and the concession stand (if used), buildings, as well as the area surrounding used fields after each daily scheduled use. The "area surrounding" shall be construed to mean any property subject to trash or debris blown, carried by patrons, or otherwise distributed from such field(s). Waste materials shall include all trash, paper, bottles, bottle caps, wrappers, cups, etc. The Director of Parks & Recreation shall have the right to suspend League play until further notice should the League fail

to police and maintain clean and debris free fields and the area surroundings complying with Department expectations as well as standards of public health. Notice of such suspension shall be delivered in writing to the League at least forty-eight (48) hours prior to the effective time of the suspension.

- D. **Parking / Vehicle Requirements:** The League participants, volunteers, and spectators are entitled to use designated parking areas located at the park and/or facility. "No Parking" areas, as designated by posted signs, will be strictly enforced. Handicapped parking spaces are available at each established parking area. All users are required to obey all traffic laws and regulations when utilizing park roadways. No motorized vehicles will be allowed in the parks except in parking areas, the exception being emergency vehicles assisting an accident or injury or the delivery of equipment, vehicles to be used for the purpose of maintaining and / or prepping fields, and bringing supplies and/or materials. Exceptions may be made with approval of the Director of Parks and Recreation or their designee. Requests for exceptions must be written.
- E. No permanent improvements may be constructed upon the premises without prior written approval of the City Manager. Presentation of proposed projects to the Parks & Recreation Advisory Board and City Council may be required. Approved projects may be subject to the following requirements before construction may begin:
1. Submission of a site and/or project design for approval by the City of Seguin's Building Official. Any structure erected on City property must have the appropriate engineering certificate by an engineer licensed to practice in the State of Texas. All work must be done by a licensed contractor registered with the City of Seguin. All projects must meet the requirements of the Texas Architectural Barriers Standard.
 2. Obtain all necessary permits as required by City of Seguin building officials for each stage of construction and schedule inspections with City of Seguin building officials.
 3. Satisfy periodic and a final inspection by City of Seguin building officials.
- F. Covenant and agrees that title to any and all improvements shall be vested in the City of Seguin and revert to the City's control at the expiration of the term of this agreement.
- G. Covenant and agrees that any other usage of the facility during this agreement that is not sponsored by the League or the City, must have written approval of the City. The Parks & Recreation Department shall retain the right to rent the facilities when not in use by the League for league games and tournaments. For all League season(s), field use is identified as the use of **two (2) fields, beginning at 6:30 pm, on Tuesdays and Wednesdays.** The League spring season(s) will fall between **the first Monday in March through the 31st of May.** The League summer season(s) will fall between **the first Monday in June through the 31st of July.** The League fall season(s) will fall / winter between **the 1st of August to the 15th of November.** Other fields and days may be added at the discretion of the City.
- H. As consideration for the use of the facilities described above, the League agrees to pay to the City a fee of \$8.00 per resident and \$9.00 per non-resident participant enrolled no later than the **15th day of April 2023 and 2024** for the spring season(s), the **15th day of July 2023 and 2024** for the summer season(s), and **15th day of October 2023 and 2024** for the fall season(s). At the time of payment, the League will provide written support for arriving at the number of participants. This fee is in accordance with the Seguin Code of Ordinances, Appendix C-Fee Schedule and cannot be subject to any discounts or deductions. This fee is subject to change at any time during the term of this Agreement and the League agrees to pay any increased fee set by City Council.

1. If fees are not paid by the dates listed above, for each season, access to fields may be withheld by the Director of Parks and Recreation or designee until the fees are paid in full.
- I. **Submit to the Parks & Recreation Department the following league information **fourteen (14) days prior to the beginning of the season:****
 1. Designate one (1) person, at least 21 years of age, to act as the contact person for your organization. The League shall submit the person's name, position, email address, and contact numbers to the Parks and Recreation Department.
 - i. The League is responsible for updating the Parks and Recreation Department contact information as changes occur;
 2. Schedule of all League Play including practices and games;
 3. Tournament schedule(s) (if applicable)
 4. List of organization officer(s) information including name, position, contact number(s) and email addresses.

If the information above is not provided by the listed date in the agreement above, for each season, access to fields may be withheld by the Director of Parks and Recreation or designee until the information is provided.

- J. Upon requests, make available to City staff League accounting and bookkeeping records within thirty (30) days of written notification.

III.

- A. The City agrees to perform the following tasks as far as its resources shall allow:
 1. Maintain the playing fields and surrounding areas including turf, lights, fences, clay areas, and insect Control.
 2. To prepare each field for play on scheduled days (weather permitting) including dragging, marking lines, moving bases, etc.
 3. Provide trash containers in order for the League to maintain the area in a clean and debris free manner.

IV.

This agreement shall be revocable at the option of either party for non-performance of any covenant contained herein or when the City Council, after study by the Parks & Recreation Advisory Board, deems that such cancellation is in the best interest of the City. Notice of such cancellation shall be delivered to the League by certified mail at least 30 days prior to the date of the termination of this League Agreement. Notice of cancellation by the League shall be delivered to City of Seguin, c/o City Manager, 205 N. River Street, Seguin, Texas, 78155. "Delivery" as that term is used herein shall mean written notice with sufficient postage thereon properly deposited in the United States mail to the address of the League President.

V.

Seguin Texas Adult Softball Representative:

Representative: Wayne Garrett

Address: 201 West Washington Street Seguin, TX 78155

Phone: Home _____ Cell (281) 222-4771

Witness our hands this _____ day of _____ 2023

City of Seguin:

By: _____
Steve Parker, City Manager

Attest: _____
Naomi Manski, City Secretary

Seguin Texas Adult Softball:

By: Wayne Garrett
Wayne Garrett, League Representative

Attest: Jack Jones
Jack Jones, Director, Parks and Recreation Department