

## FACILITIES USE AGREEMENT

### I.

The City of Seguin, Texas hereinafter referred to as "City" and the **All Youth Sports Organization** 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 the **Seguin Softball 4 – Plex** located at 833 Nelda Street and **Manuel C. Castilla Park** located at 2402 North Guadalupe Street, Seguin, Texas for pre-season, regular season, post-season, or tournament play for a term of 2-year(s) from February 1, 2019 through January 31, 2021 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 use of lights will be according to the Sports Facility Lighting Policy and use of other supportive items will be within reason and utilized only within a time limit specified by the Director of Parks & Recreation of the City of Seguin, Texas.

**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. Police and maintain in a clean and sightly manner the field(s) and area surrounding it in compliance with all standards of public health. 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) and such waste materials shall include all trash, paper, bottles, bottle caps, wrappers, cups and other waste materials. Such waste materials shall be collected and disposed of before 9:00 a.m. of the day following an event of the League. The Director of Parks & Recreation shall have the right to suspend League play until further notice should the League fail to police and maintain in a clean and sightly manner the field and the area surrounding it in compliance with all 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. 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.

E. 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.

F. 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. The League Spring season is identified as February 1<sup>st</sup> through August 15<sup>th</sup>. The League Fall season is identified as September 1<sup>st</sup> through November 30<sup>th</sup>.

G. As consideration for the use of the facilities described above, the League agrees to pay to the City no later than the 1<sup>st</sup> day of May 2019/2020 and 1<sup>st</sup> day of October 2019/2020 a fee of \$7.00 per participant enrolled during the 2019/2020 Spring and 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.

H. Submit to the Parks & Recreation Department the following league information seven (7) days prior to the beginning of the season:

1. Schedule of all League Play including practices and games.
2. Tournaments Scheduled. Any tournaments scheduled after the start of the season must be submitted seven (7) days prior to the date of the tournament.
3. Team Rosters including coaches' names, addresses, and phone numbers.
4. List of All Youth Sports Organization officers, addresses, and phone numbers.

I. Upon requests, make available to City staff League accounting and bookkeeping records.

J. To provide labor and materials to chalk or paint field and baselines.

K. Covenant and agrees to maintain and operate the concession stand facility during league use.

### 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 drag and mow on scheduled days, weather permitting.
3. Provide trash containers in order for the League to maintain the area in a clean and sightly 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.

**All Youth Sports Organization Officers:**

President: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Cell \_\_\_\_\_

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Cell \_\_\_\_\_

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

City of Seguin:

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Secretary

All Youth Sports Organization:

By: \_\_\_\_\_  
League President

Attest: \_\_\_\_\_  
Director of Parks and Recreation