

## FACILITIES USE AGREEMENT

### I.

The City of Seguin, Texas hereinafter referred to as "City" and the Seguin Volleyball Association hereinafter referred to as "League" enter into this Agreement governing the use of volleyball courts 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 Volleyball Complex located at 960 South Austin 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 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 COURTS, 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 court(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 court(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 court(s) 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 use of the facility during this agreement that is not sponsored by the League or the City, must have written approval by the City. The Parks and Recreation Department shall retain the right to rent the facilities when not in use by the League.

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 April 2019/2020, 1<sup>st</sup> day of July 2019/2020, and 1<sup>st</sup> day of October 2019/2020 a fee of \$8.00 per resident participant and \$9.00 per non-resident participant enrolled during the 2019/2020 Spring, Summer, 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 City 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 participant's names & addresses.

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

J. To provide and replace nets for all eighteen (18) courts as needed.

K. To provide a minimum of one (1) off-duty Seguin Police Officer at a rate of \$35 per hour for a two (2) hour minimum for security purposes if alcohol is allowed to be brought onto City property. The minimum officer(s), fee, and hourly minimum is subject to change at any time during the term of this Agreement.

### III.

A. The City agrees to perform the following tasks as far as its resources shall allow:

1. Maintain the playing courts and surrounding areas including turf, lights, fences, clay areas, and insect control.
2. To prepare each court for play on scheduled days, weather permitting, including

- dragging, marking lines, hanging nets, etc.
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 City Council, after study by the Parks and 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 Volleyball League 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

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

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