SMYRNA PARKS AND RECREATION FACILITY USE AGREEMENT

This User Agreement made and entered into this 1st day of January 2014 by and between the Town of Smyrna's Parks and Recreation Department, here after referred to as "the Department", and Smyrna Adult Softball League hereafter referred to as "User".

In consideration of the mutual promises and agreements continued herein, the Department and User agree as follows:

I. Purpose.

The Department agrees to allow the User to use the Town of Smyrna controlled property ("Property") Smyrna Recreation Park for sole purpose of conducting an Adult Softball program. User may/may not (circle one) also provide for the sale of items at the concession facility provided at the above Property.

The User agrees to comply with the terms of the User Agreement, the rules and regulations of the Smyrna Parks and Recreation Department, and applicable city, state, and Federal laws and regulations.

II. Term.

The term of this User Agreement shall be for one season, beginning on January 1, 2014 and continuing until December 31, 2014. The User shall have the right to use the property during the term of the Use Agreement based on approved schedule by the league and the Parks Department and on file in the Parks Department. The User shall provide the Department with a copy of its schedule request ASAP before start of practice and play so the Department can adequately prepare for facility use and to resolve any scheduling conflicts. The Department reserves the right to delay use of the facilities if not enough time is available to prepare, i.e. the Department reserves the right to set back the start of practice/games if the request is not received by the Department no less than 10 working days prior to the start of practice/games. If the Adult Softball League wishes to alter the schedule after it is submitted, the Parks Department must receive and approve the request. Such requests should be submitted at the earliest possible opportunity. Any changes requested less than 48 hours before event are likely to be denied due to insufficient time for staff to rearrange work schedules.

III. Department Obligations.

A. The Department will maintain the playing fields for the normal games scheduled on Exhibit B.

Maintenance shall include:

1. **Irrigation systems**
2. **Mowing of playing surface**
3. **Field preparations (dragging and lining)**
4. **Fence repair**

B. The Department will maintain existing rest room facilities. This includes building repairs and maintenance for the roof, interior and exterior walls, doors, plumbing and electrical systems. It also includes providing paper products and routine cleanup for the rest rooms.

C. The Department will provide building maintenance for existing concession stands.

D. The city will be responsible for providing trash receptacles and the disposal of trash and litter from such receptacles. The league is encouraged to dispose of trash in the dumpsters on an as needed basis and to replace the bags. Additional bags can be requested from the Parks Department.

E. The Department will maintain the parking areas.

F. The Department shall conduct monthly meetings (2nd Monday, 5:30pm) to discuss maintenance and league business.

G. The Department will maintain practice sites. This shall include mowing, repairs, and emptying trash receptacles.

H. The Department will pay for utility services (water, electricity, and payphone) at the Property.

I. The Department will determine whether rain or inclement weather has made the field unusable prior to 3:30pm on scheduled game days. The league shall contact the P & R Department and Town of Smyrna web site www.townofsmyrna.org for an update prior to 3:30pm. After 3:30pm, it will be league discretion (Absolutely NO play will be allowed when fields are closed due to weather.) The Department reserves the right to shut down the park complex if the staff feels it is necessary to do so.

J. The Department will prepare the User Agreement in order to be ready by the January meeting for review.

IV. User Obligation

A. The User will provide any additional maintenance of the fields required beyond the normal schedule, but shall provide such maintenance only with the prior approval of the Director of Parks and Recreation.

B. The User must inform the Department who is in charge of the following (all that apply). This is for informational purposes only. See C. below.

Teams/Coaches – Steve Sullivan
Treasurer – Lauren Eddings
Scheduling – Steve Sullivan

NOTE: One person, President, Steve Sullivan, will be the direct liaison with Parks and Recreation on all matters regarding any league issues. This person will be responsible for coordinating within their league and be in attendance at the monthly Athletic Committee Meetings. If a change is made, it is the responsibility of the league to notify Parks & Recreation of it.

D. *(if applicable)* The User will maintain concession stands in a clean, safe, and healthy condition. The User will not sell or promote the sale of any alcohol or tobacco products.

E. The User will clean and secure all pressbox facilities and equipment on a daily basis upon the dates specified on Exhibit B. The User will be responsible for replacement of any damaged or lost equipment at Property during the dates of this agreement (including scoreboxes).

F. The User will make reasonable efforts to maintain the parking lot, playing field, and common areas in trash free condition. The User will perform trash and litter pick up and placement into receptacles, so that the areas are in a clean and orderly state by frequent announcements and labor by User members and supporters.

G. The User will provide first aid policies to all board members and coaches. The User will also supply first aid supplies and/or medical assistance required during any game,

practice, or activity. A first aid policy will be attached to this agreement, and a first aid kit shall be on the premises when playing league games.

H. The User shall make by-laws and financial reports available to anyone upon request. Financial statements will be provided by the Treasurer upon request. Financial Statements will be provided to the Parks Department at the end of each spring and fall season as soon as possible. Additionally, a bank statement shall be provided to the parks department at the monthly P&R Athletic Committee Meeting. Also, 2 board members must be present at the end of the evening/day and sign off on concession accounting. An annual budget meeting must be announced to Users in a timely manner and all finances must be disclosed to all User members. The following Executive Board Members are authorized to sign checks for their league: President, Steve Sullivan; Vice President, Scott Demonbreun; Treasurer, Lauren Eddings. Annual meeting date is January each year, with time and place to be announced.

I. The User will attend monthly (2nd Monday, 5:30pm) Athletic Committee Meetings. Any User that accumulates three (3) unexcused absences within a calendar year shall be subject to sanctions by the Department, i.e., possible loss of field use.

J. Waivers on all players and coaches are to be turned into the Parks Department upon the completion of signups. Forms shall be kept on file at the Parks Department Office. The league shall turn in insurance documentation and waivers along with your first aid policy prior to the start of any practice and playing of games. The User shall ensure concession training is completed by all leagues administrators as set forth by the department and require that all players sign the concussion information sheet on an annual basis and provide to the department before league practice/play can begin.

K. The User shall report any maintenance requests to the Department in a timely manner. All maintenance requests must go to the Maintenance Coordinator. The User shall provide to the Department a list of all people that have keys to lights and gates. This list may be attached to this document or on a separate sheet. The Department reserves the right to close the park if a maintenance situation cannot be resolved at any particular time.

L. The User is responsible for monitoring facilities during use. This includes all practices, games, and tournaments. <u>The User is also responsible for closing a field due to unsafe conditions once the fields are turned over to the User for play</u>.

M. The User is responsible for contacting the Parks Department before 3:30pm to determine if games can be played that day. Rainout information will also be available on the Town of Smyrna web site, <u>www.townofsmyrna.org</u>, click on Parks and then on Field Status Information. The User is responsible for all field decisions made after 3:30pm due to safety and/or inclement weather.

N. The User will not waste any utility services provided by the Department. The Department reserves the right to bill User directly for utilities if there appears to be unnecessary use of utilities.

O. The User will be able to use the concession stand for Adult League games that will be manned by the SBL or coordinated with SBL for your manning of the concession.

P. The User will be permitted one free use per month of the Hilltop-Rosenwald Building for board meetings. For any additional meetings in that month, there will be a fee assessed.

Q. The User shall make a request to Parks & Recreation in writing requesting permission to change affiliations, and also indicate how it will/will not affect the league operation or be detrimental to the league or city.

R. It is the policy of the Town of Smyrna Parks Department that any programs that are subsidized by the Town of Smyrna that general surplus at the end of the year, be: 1) put back into the program, 2) improve the park facilities and 3) or put into a savings account.

S. Any requests for use by local schools must go through the Parks Department. It is the policy of the Parks Department to help local schools out when feasible. School requests will be handled on a hardship basis. Forms requesting use on a hardship basis are available at the Parks Department.

T. Practice will begin in February. The Department will schedule teams for practice upon their request, for this period. It is to be understood that if the league does not follow the rules at practice sites, they will possibly lose privilege of using them (& i.e. parking properly).

U. The User shall give close scrutiny to and make every effort to avoid conflicts of interest.

V. The league shall make every effort to advertise to those eligible to vote, ample notice of upcoming annual elections.

W. League board meetings are open to the public. The public shall not be permitted to speak unless their request is submitted one week prior to the league and approved for the agenda.

X. The league shall ensure admission/gate prices at local tournaments are held to a minimum and are deemed fair and reasonable by the Parks Department. Fees are subject to Parks Department approval.

Y. All incident reports must be submitted to the Parks Department within 48 hours of occurrence. This includes any mishaps, behavioral problems, injuries, removal of spectators, coaches, officials, players, administrators, accidents, disruption or any report the department may deem necessary.

Z. Background checks shall be completed on league administrators and umpires, as per the town ordinance.

<u>User Representations</u>

A. User represents that it is a non-profit or not for profit corporation as defined by the Internal Revenue Code.

B. User covenants that it will not discriminate against any person, including, but not limited to sex, race, religion, natural origin, or disability, and that its programs and services will comply with the Americans with Disabilities Act. User will have allowances for applicants that are financially unable to participate in programs.

C. User shall maintain a liability insurance policy with a minimum $1,000,000 limit during the term of the Use Agreement. Insurance policy must list the Town of Smyrna as an additional insured. A certificate of insurance must be given to the Department prior to beginning of the season.

D. The User accepts the property as suitable for the purposes of the Use Agreement. User will protect and maintain the Property, except for maintenance to be performed by the Department. User will pay the town for any damage to Property during the term of the Use Agreement as determined by the Department based on pre and post-season inspections.

E. The league shall ensure that if it is necessary to acquire additional fields outside the Smyrna Parks system due to unforeseen circumstances, that they notify the department prior to securing them.

VI. <u>Policies</u>

A. Signage

The User shall post no signs on the property without prior approval of the Department. All signs must be on the outfield fences and must be freshly painted and attached at all four corners.

B. Vendors

No outside vendors will be allowed to sell any product or service on Property without prior approval from Director of Parks and Recreation. If approved, vendor must have permit issued by the Town of Smyrna and signed by the Director of Parks and Recreation.

C. Structures

The User shall not alter or modify any existing building or structure nor build or locate any new building or structure on the Property without prior written approval of the Department and the approval of all appropriate city agencies.

D. Allocation of Facilities

1. Smyrna residents shall have priority for all programs and use of facilities.

2. In the event of facility limitations, as determined by staff, the following priority system will be utilized.

a. Recreation youth programs shall have priority over recreation adult programs.

b. Recreation adults have second priority.

c. Competitive youth programs shall have priority over competitive adult programs.

d. Competitive adults have fourth priority.

e. School sports have fifth priority for usage on a hardship basis.

f. The Director of Parks and Recreation will determine other schedule conflicts.

g. Maintenance upkeep, field and facility conditions, existing schedule and staff work commitments will also be determining factors in the decision-making process for use of the requested facility.

E. Termination of Use Agreement

1. This Use Agreement may not be assigned or transferred. The Department shall have sole discretion to terminate the Use Agreement. Termination may result from User's failure to abide by the terms set forth in this agreement. In the event of a breach of the Use Agreement, the Department shall try, if possible to give the User an opportunity to timely correct the default.

F. Powers

The Director of Parks and Recreation has the power to remove any organization, or individual not abiding by this agreement or for conduct deemed inappropriate to the citizens of Smyrna. The Department may require the league to hire an off-duty police officer for tournaments or any games if it is determined the need exists.

G. Audit

The Department reserves the right to perform an audit on any organization or league at any time.

H. Amendment

This Use Agreement constitutes the entire agreement between the town and the User. The Use Agreement can only be amended by a written amendment executed by the Department and User.

I. By-laws

The Department prior to the institution of this agreement must approve by-laws and constitution of leagues.

J. Keys

User must pay for any keys replaced. User must submit names of individuals issued keys. User must turn in keys to facilities within 30 days of end of this agreement. Cost to replace keys - $3 each. Cost to change tumblers - $10 each.

In witness whereof, Smyrna Parks and Recreation Department and "User" have executed this Use Agreement on the day and date first written above.

SMYRNA PARKS AND RECREATION DEPARTMENT

By: _____

By: _____

By: _____

Users: SASL

By: Steve R Sellers

By: _____

By: _____

THE USERS AGREEMENT MUST BE UPDATED AND AMENDED EACH YEAR.

THE PARKS AND RECREATION DEPARTMENT HAS THE POWER TO REVOKE THE PRIVILEGES OF ANYONE FAILING TO COMPLY WITH THE SIGNED AGREEMENT.