

## **SMYRNA PARKS AND RECREATION FACILITY USE AGREEMENT**

This User Agreement made and entered into this 13th day of January 2014 and between the Town of Smyrna's Parks and Recreation Department, here after referred to as "the Department", and Smyrna Youth Football 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 Complex for sole purpose of conducting a youth football 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. User may not schedule any activity (practice, game, or tournament) for the property for a date or time other than as approved by the Director of Parks and Recreation or the Director's Designee. No other entity may use the park for any activity without approval from the Parks Department. The User shall provide the Department with a copy of its schedule request within two weeks (14 days) upon the conclusion of sign-up and tryouts or this contract shall be deemed null and void. The Department shall then establish an approved schedule for User's use of the Property; said schedule shall be attached as Exhibit B to this Agreement.

### **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.

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, and shall place this decision on the RainOut line for Board Members to call. This is for M-F only. (Absolutely **NO** play will be allowed when fields are closed due to weather.) Rainout information will also be updated on Saturday morning by the Maintenance Department.

J. The Department requires all coaches be NAYS certified and a background check completed on all coaches prior to beginning of season.

#### **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 submit Board Members, players, and coaches' names and addresses to the Department.

Executive Board - President, Mark Dye, Vice President, Mike Allen; Treasurer, Eddie Wisdom; Secretary, Catie Moore.

**NOTE:** One person, Mark Dye 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 and Recreation of it.

C. (*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. The User is **required** to open the concession on every date there is a game scheduled at the User's location indicated in Exhibit B (with the exception of tournaments sponsored by other groups who need concession area).

D. 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).

E. 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. User is also responsible for supplies needed in the concession stand i.e. light bulbs, soap, etc.

F. 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.

G. The User shall make by-laws and financial reports available to anyone upon request. 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 designated to sign checks for their league. President, Mark Dye, Vice President, Mike Allen, Treasurer, Eddie Wisdom, Secretary, Katie Moore. Any check written for any amount, must have two board member's signatures. Additionally, the league shall ensure 2

board member signatures on concession closing documents at the end of any game day or evening. Also, monthly bank statements shall be provided to the Athletics Office, Smyrna Parks on a monthly basis. Annual meeting date is in November.

H. 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 forfeiture of their rights to use of Property.

I. The User shall require a background check from all coaches and board members. Forms to be turned into the Department at sign-ups. Waivers are also required at this time. Forms shall be kept on file at the Parks Department Office. The league shall turn in all insurance documentation, waivers and coaching disclosures before practice starts or not practice or league play will be allowed to begin. If the league knowingly allows a convicted felon to coach, administer, or umpire, then they will forfeit their right to use city fields. User will also require all coaches to attain certification through N.Y.S.C.A. Coaching Certification Program.

J. The User shall report any maintenance requests to the Department in a timely manner. All maintenance requests must go to the Maintenance Coordinator. Emergency phone numbers:

Although these numbers are being made available, the Department will not be able to handle some requests and reserves the right to close a park if a situation cannot be resolved.

K. The User is responsible for monitoring facilities during use. This includes all practices, games, and tournaments. The User is also responsible for closing a field due to unsafe conditions once the fields are turned over to the User for play. The league must control parking at city practice areas or be subject to loss of site. The User is responsible for making sure its users follow park rules at (i.e. parking) practice and game sites or Department reserves right to close facilities.

L. The User is responsible for calling the Rain-Out Line, 223-7289 after 3:30pm to determine if games can be played that day (if for some reason, and approved by Parks Department, a game is scheduled M-F). The User is responsible for all field decisions made after 3:30pm due to safety and/or inclement weather. Rainout information will be available on weekends using the rainout phone number above. During the week, M-F, rainout information is also available on [www.townofsmyrna.org](http://www.townofsmyrna.org), click on Field Conditions.

M. 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.

N. Practice will be conducted for the season starting July 21 and ending December 2014 at Sharp Springs; practices at the Recreation Park only if deemed necessary and after approval from Parks and Recreation. The league should make every effort to alleviate crowding at the Recreation Park so softball and baseball can also function smoothly. The league shall also make every effort to control the parking and traffic flow at Sharp Springs. It is to be understood that if the league does not follow the rules at practice sites, they will lose privileges of using them. Parking on game days at LVRP, shall be controlled by the league, first directing patrons to the upper lot and keeping cars off the grass.

O. The User shall ensure there is a mechanism in effect to allow underprivileged children to participate, i.e., reduced fees. The league must also limit enrollment to facilities available with priority given to general recreation programs and Smyrna citizens.

**P. It is recommended that the User set aside \$5,000 to offset city costs of ground maintenance of fields, i.e., ball field upkeep, turf, grass, fertilizer, fence repair, light adjustments, etc.**

**Q. The User will be able to use the Smyrna Parks and Recreation Hilltop-Rosenwald Building once a month for monthly meetings at no charge.**

**R. The User shall review the contracting of relatives of board members, i.e., uniforms.**

**S. Screening of Coaches. The League will provide to Parks and Recreation, a written policy on coaches screening process and procedures.**

**T. The user is responsible for ensuring the public address system is used only as necessary and kept to a minimum. It is not to be removed from the facility and noise levels shall be controlled and kept at an acceptable level in consideration of residents living nearby, particularly in the early morning and evening. Failure to comply may result in the removal of the public address system.**

**U. The User shall make a request to Parks and Recreation in writing requesting to change affiliations, and also indicate how it will/will not affect the league operation or be detrimental to the league or city. Also, if the change is made, consideration must be taken to accommodate children affected by the change, i.e. "grandfathering" age cut-offs, or handling on a case by case basis.**

**V. It is the responsibility 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 for future use.**

**W. Any requests for use by local schools or any other entity must go through the Parks Department. The Parks Department reserves the right to permit school use or other outside entity use. 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 for requesting use on a hardship basis are available at the Parks Department.**

**X. Parks and Recreation must be notified in advance when the User intends to make a vendor change between Pepsi and Coca-Cola.**

**Y. Annual elections must be adequately advertised to those eligible to vote and a process must be in place to ensure that only eligible votes are tabulated. This process must be added to league by-laws.**

**Z. Any new programs must be approved by the Parks Department. The Department is agreeing with the league to provide a program targeted for a particular age group/area of concentration. Anything over and above what the league has in place now, must be approved by the Parks Department, due to the fact that it might possibly require more space, time and resources.**

**AA. It is to be known that any equipment/hardware purchased by the league for use in the concession, becomes the property of the Town of Smyrna.**

**BB. League minutes must be turned into the Parks Department monthly as soon as possible after the meeting.**

**CC. The league is responsible for ensuring parking on game day at Lee Victory Recreation Park is handled in a proper manner, i.e. parking in the upper lots before using lower lots that might affect the recreation of others.**

## **V. User Representations**

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.

## **VI. Policies**

### **A. Signage**

The User shall post no signs on the property without prior approval of the Department.

### **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 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 for usage.
- 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.

### **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 may, but is not required 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.

**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. Any requests for By-law changes must be approved by the Parks Department.

**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: \_\_\_\_\_

By: \_\_\_\_\_

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.**