SMYRNA PARKS AND RECREATION FACILITY USE AGREEMENT

This User Agreement made and entered into this 1st day of January 2016 by and between the Town of Smyrna's Parks and Recreation Department, here after referred to as "the Department", and Ables Recreation 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") specifically, Lee Victory Recreation Park for sole purpose of conducting an Ables Recreation program. User may 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, 2016 and continuing until December 31, 2016. 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 the 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 start of practice/games. If Ables wishes to alter the schedule after it is submitted, the Parks Department must receive and approve any such 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**
5. **Light 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 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 & gas) at the Property.

I. The Department will determine whether rain or inclement weather has made the field unusable. The league shall contact the Parks Department for a status update or coordinate with SBL. (Absolutely <u>NO</u> play will be allowed when fields are closed due to weather.) The Department reserves the right to shut down the park complex if we feel it is necessary to do so.

J. The Department Timeline for annual preparation of this User Agreement is as follows:

1. **First week in December, League Liaison/Athletic Coordinator review User Agreement and initiate possible changes.**
2. **Meet with Director to review suggested changes and updates.**
3. **Type draft User Agreement to be ready no later than two weeks prior to January league monthly meeting (2nd Monday of the month) for the board of directors to review and approve. Every effort will be made in order for the draft User Agreement to be made available two weeks prior to the January league meeting.**
4. **Meet with League President/Board of Directors for final review and draft. (if necessary)**
5. **This User Agreement will be prepared and ready for review and signature at the January Athletic Committee/Scheduling Meeting.**

IV. <u>User Obligation</u>

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

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.

Coaches – Nancy Scott

C. The User must submit Board Members, players, and coaches' names and addresses to the Department.

Executive Board - Nancy Scott – President, Sharon Manus, V.P.; Georgia Jackson, Treasurer; Ashley Manning.

NOTE: One person, Nancy Scott, 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.

D. 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. (with the exception of tournaments sponsored by other groups who need concession area). N/A

E. The User will clean and secure all pressbox facilities and equipment on a daily basis upon the dates specified in their schedule. 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. User is also responsible for supplies needed in the concession stand i.e. light bulbs, soap, etc.

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 one posted on the league bulletin board. Also, a first aid kit shall be placed in the league concession.

H. The User shall make by-laws and financial reports available to anyone upon request. Monthly bank statements shall be provided to the Parks Department at the monthly Athletic Committee Meeting. 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 Board members are designated to sign checks for their league: President, Nancy Scott; Treasurer, Clay Kersey (either or, due to logistics). Any check written for any amount, must have two board members signatures.

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. The User shall require a volunteer coaching disclosure form from all coaches. Forms to be turned into the Department at sign-ups. Waivers on all players and coaches are also required at this time. Forms shall be kept on file at the Parks Department Office. The league shall turn in insurance documentation, waivers, and coaching disclosures before practice starts, or league play will not be allowed to begin. If the league knowingly allows a convicted felon to coach, then league could possibly forfeit their rights to use city fields until the matter is resolved.

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 the Department a list of all people that have keys to lights, gates, and concession. 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 problem cannot be resolved at any particular time.

L. 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.

M. The User is responsible contacting the Parks Department or coordinating with SBL. The Department reserves the right to shut down the park complex if we feel it is necessary to do so.

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. When TCAP testing is administered to local elementary schools, no games will be played beyond 8:00pm the previous evening.

P. The User will be permitted one free use per month of the Hilltop-Rosenwald Bldg. 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 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.

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 for requesting use on a hardship basis are available at the Parks Department.**

T. The User shall notify the Parks Department in advance if intending to change vendor Pepsi to Coca Cola or vice versa in the concession.

U. League games will be conducted at Lee Victory Park for the 2014 Spring season.

V. The User shall ensure there is a mechanism in effect to allow underprivileged children to participate, i.e. reduced fees. The league shall also limit enrollment to what the facilities can handle, with priority given to general recreation programs in Smyrna.

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

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

U. Screening of Coaches. Outside of providing background checks to the Parks Department, the league shall be responsible for providing all due diligence in accepting competent coaches.

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

W. The User shall absolutely not have any additions to tournament requests 48 hours before an event, i.e. tents, bleachers, hookups, etc. There must be <u>one</u> contact person for special events and tournaments named on the request form with at least two contact numbers.

X. League 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.

Y. The User shall ensure all coaches are trained in Concussion and head injury recognition and care as set forth by the guidelines by the Department and ensure all coaches and parents sign the concussion and head injury information sheet that shall be provided to the department.

V. User Representations

A. User represents that it is 501©3 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. 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 or his designee. If approved, vendor must have permit issued by the Town of Smyrna and signed by the Director of Parks and Recreation or his designee.

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 adult recreation programs.

b. Recreation adults have second priority for usage.

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

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: Nancy S. Scott

By: _____

By: _____

Users: _____

By: Nancy S. Scott

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.