

SMYRNA PARKS & RECREATION FACILITY USE AGREEMENT

This User Agreement made and entered into this 8th day of January 2016 and between the Town of Smyrna's Parks and Recreation Department, hereafter referred to as "the Department", and The Middle Tennessee Disc Golf Association, (MTDGA) hereafter referred to as the "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") Sharp Springs Natural Area Park Disc Golf Course for the sole purpose of conducting a disc golf program. User may not provide for the sale of items at the general area of the 1st tee or any other area of the course provided at the above Property, except for club/tournament fundraisers.

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 for this User Agreement shall be for one season, beginning on January 8, 2016 and continuing until December 31, 2016. The User shall have the right to use the Property during the term of the User Agreement based on approved schedule by the league and Parks Department. The User shall provide the Department a copy of its request for annual tournament/events schedule on January 1, of each year to ensure there is not a conflict with other activities at the park or adjacent to the disc golf course. Every effort will be made to avoid conflict with other groups. If this is unavoidable, the Department will make every effort to provide ample notice to the User for rescheduling purposes. If the User desires to alter the schedule after it is submitted, they must get prior approval from the Department. Any changes less than 48 hours before the event will most likely be denied. User may not schedule any activity (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 (organized club) may use the disc golf course for any activity (tournament) without mutual agreement between the Parks Department and MTDGA. User shall provide the Department with an annual tournament/use request no later than January 1st of the calendar year.

III. **Department Obligations.**

- The Department will maintain the disc golf course for normal disc golf play and tournaments scheduled. Maintenance shall include:

1. Mowing of playing area.
2. Removal of debris that is prohibiting normal play.

- The Department will temporarily ensure porta johns are located at pertinent locations until restroom facilities can be built.
- The Department will be responsible for providing trash receptacles and the disposal of trash from such receptacles.
- The Department will maintain the parking area and the information board located near the 1st tee.

IV. User Obligation.

- The User will provide any additional maintenance of the course required beyond the normal schedule, but shall provide such maintenance only with prior approval from the Director of Parks and Recreation.
- The User must submit Board Members names and addresses and league rosters with addresses to the Department:

Executive Board – President, Shane Honeycutt; Vice President, Rob Collier; Treasurer Aaron more Secretary, Duncan Bare.

NOTE: President, Vice President and Treasurer must be Smyrna residents or residing this side of I840 in Rutherford County. This will most likely change with the merger.

NOTE: One person, Shane Honeycutt will be the direct liaison with the Parks Department on all matters regarding league issues.

- The User will not move any pin locations without prior approval from the Department.
- The User will not sell or promote the sell of any alcoholic beverages or tobacco products.
- The User will not sell or promote the sell of any disc golf equipment in the disc golf course or park surrounding area except for tournament/club fundraisers. All vending must be approved by the Director of Parks & Recreation or his designee.
- The User will make a reasonable effort to maintain the parking lot, disc golf course and common areas in trash free condition.
- The User will perform trash and litter pick up and placement into receptacles.
- The User shall make by-laws and financial reports available to anyone upon request, and shall provide an end of the year financial statement (on Parks form), along with a bank statement to the Parks Department.
- Any check written for any amount, must have two board member's signatures. Board members authorized to sign checks must be provided to the Parks Department by obtaining the Certified Resolutions of Lodge, Association or Similar Unincorporated Organization Deposit Accounts and Loans Form. This form shall include names of all board members authorized to sign checks.

- **The User shall report any maintenance requests to the Parks Department in a timely manner. All maintenance requests must go through the Maintenance Coordinator.**
- **The User is responsible for monitoring facilities during tournament use. The User is responsible for closing the course during a tournament if unsafe conditions exist. The User is responsible for making sure its users follow park rules, i.e. parking, no selling of disc golf items on premises, no alcoholic beverages and no alcoholic beverages on premises.**
- **Any new programs, i.e. tournaments, events, must be approved by the Parks Department.**
- **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 the by-laws.**
- **League minutes must be turned into the Parks Department monthly as soon as possible after the meeting.**
- **Any proposed changes to League by-laws must first be approved by the Department.**
- **User tournament activities for 2016 are: August 20-21 & October 1-2**
User shall ensure signage is posted to the general public, announcing the tournaments. User shall ensure that it is made aware to the general public that this is the only time (tournaments) that the course is closed to the general public and that the league itself is open to the general public.
- **The league shall maintain a \$1,000,000 liability insurance policy and make the Town of Smyrna as an additional insured. A copy of this policy shall be provided to the Department annually before or upon January 1.**
- **The league shall turn into the department, insurance documentation, waivers and rosters with addresses before any tournament/event begins.**
- **The User shall ensure that no play, tournament or otherwise is conducted on Aug. 6, before 12:00pm due to 5K events and also on Aug 27, Sept 24, and Oct 27 for high school cross country meets and on October 29, ALL DAY for Halloween in the Park and any scheduled scouting events. The aforementioned dates are subject to change and additions. The Department will provide ample notice of the scouting events. The Department reserves the right to deviate from this schedule on a case by case basis, but will make every effort to provide ample notification for rescheduling purposes.**
- **The league shall ensure that the league is inclusive of groups of all ages, disabilities and levels of ability.**
- **The league shall ensure that surplus funds go to improvements as approved by the Parks Department.**
- **The league shall encourage others to participate, i.e. scout groups, etc. and hold clinics to assist them in learning to play.**

V. User Representations.

- **User shall ensure it is a non-profit or not for profit corporation as defined by the Internal Revenue Code.**

- **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 comply with the Americans with Disabilities Act.**
- **The User accepts the property as suitable for the purposes of the User Agreement. User will protect and maintain the property, except for maintenance to be performed by the Department. User will pay the Town of Smyrna for any damage to the property during the term of the User Agreement as determined by the Department based on pre and post-season inspections.**

VI. Policies.

- **Signage. The User shall not post any signs on the property without prior approval of the Department.**
- **Vendors. Vendors will not be allowed to sell any product or service on the property without prior approval from the Director, Parks and Recreation. If approved, the vendor shall have permit issued by the Town and Smyrna and signed by the Director, Parks and Recreation.**

VII. Termination of Agreement.

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

VIII. 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 reserves the right to perform an audit and any time.**
- **This agreement serves as a guideline for operations by the User and the Town assumes no liability for activities by the club and the Town can terminate this agreement at any time for any reason.**
- **The Department, prior to the institution of this agreement must approve by-laws.**

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

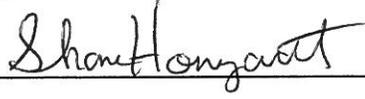
SMYRNA PARKS AND RECREATION DEPARTMENT

By:  _____

By: _____

By: _____

Users:

By:  _____

By: _____

By: _____

THE USER 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.