

**Mansfield Parks and Recreation Department
Facility Use Agreement for
Mansfield Sport Associations**

THE STATE OF TEXAS §

COUNTY OF TARRANT §

The parties to this agreement are the City of Mansfield, Texas, herein called the "City," and the **Mansfield Soccer Association**, herein called the "Association."

FOR AND IN CONSIDERATION of the mutual undertakings herein set out, the parties agree as follows:

I.

The City agrees to permit the Association to use its facility(s), herein called the "Facility(s)," as outlined in *Exhibit D, Practice Field & Game Field Permits* attached for the term of this agreement.

II.

The term of this agreement shall begin no sooner than one month before the first scheduled game of the season and end the day after the last regularly scheduled game. Additional time and/or field usage may be permitted as mutually agreed upon by the City and the Association.

III.

Upon termination of this agreement, the Association shall have a right of first refusal to enter into a new agreement. If the Association fails or refuses to enter into a new agreement prior to the usual start of their season, the City shall have the right to enter into an agreement for use of the facility(s) with other organizations.

IV.

The Association shall not assign this lease nor shall it sublease or rent out any property of the City without prior written consent of the City in the form of a Special Events Permit. This provision includes any camps, scrimmages, tryouts and/or tournaments. Due to the necessity of inter-league play in order to complete some leagues, the Association shall assure that **only home** games are played at the facility(s). The City reserves the right to require all schedules and rosters for non-Mansfield residents and interlocking teams.

V.

The Association shall not engage in any business at the facility(s) or do anything in connection therewith which shall be in violation of any existing State or Federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance.

VI.

The Association shall indemnify and hold harmless the City of Mansfield, its agents, officials and employees, and any umpire or official from any and all claims for bodily injury, illness, death, personal injury, and property damage arising out of the activities of the Association and its members in exercising its rights under this contract. The Association shall provide the City with a copy of its policy naming the City as additionally insured.

VII.

All food or drink prepared, served, sold, or stored shall be done so in strict conformity with all city ordinances, State, County and Federal statutes. The Association agrees to pay the City 5% of the net sales of concession stand items per season (total income minus supplies and concession workers), or \$100, whichever is greater.

VIII.

The Association shall submit signed agreement and exhibits to the City one (1) week prior to the first practice.

Full game schedules are to be submitted in writing one (1) week prior to the first league game. The Association will be charged for all fields reserved and scheduled unless the City is notified of the change. It shall be the Association's responsibility to make the City aware of schedule changes.

Thirty (30) business days after invoice is received, payment for season invoice is due. If there are extenuating circumstances (i.e. unforeseen, out of the ordinary events) that preclude the Association from submitting payment within this time period, the Association (1) shall provide the City a typed-written notification that justifies the delay, and (2) shall make every reasonable attempt to submit complete payment within an extension period.

The Association shall submit to the City office the names, addresses, and phone numbers of all new officers and board members after election or appointment.

The Association shall furnish to the City office a listing of all registered participants and coaches by domicile zip code.

A copy of the Association By-Laws and Constitution are required to be submitted to the City.

IX.

Association Sponsorship Guidelines:

Sponsorships solicited by the association must follow the following guidelines.

1. The sponsorship level deemed by the association to display a sponsorship banner at a city owned athletic field must not be less than \$500 (cash or in-kind services).
2. Must be approved by the Mansfield Parks and Recreation Department.
3. Will only be allowed to be displayed during contracted season or permitted activity (camp, clinic, or tournament).
4. Must be placed on fencing designated by the Mansfield Parks and Recreation Department.
5. Can not exceed 6' in height x 24' in length.
6. Must be made out of vinyl with eyeholes.

Mansfield Parks and Recreation Athletic Field Sponsorship Guidelines:

Athletic Complex Sponsorships solicited by the Mansfield Parks and Recreation Department must follow the following guidelines.

1. The amount of \$500 will be allocated to the appropriate sports association per Athletic Complex Sponsor. The appropriate sports association will be determined by the following chart:
 - a. Mansfield Pee Wee Football = Chandler Park Football Fields
 - b. Mansfield Youth Baseball = Sports Complex Baseball Fields
 - c. Mansfield Soccer = Sports Complex Soccer Fields
 - d. Mansfield Girls Softball = McKnight East Softball Fields
2. The association must submit an invoice within 30 days of being notified of a Mansfield Parks and Recreation Sponsorship at their facility.
3. Funds received by the sports association from the Mansfield Parks and Recreation Sponsorship program must be used for scholarship purposes only.
4. At the end of each contract season, each association must report the number of scholarships offered using the Mansfield Parks and Recreation Sponsorship funds.
5. Must be placed on fencing designated by the Mansfield Parks and Recreation Department.

X.

It is especially provided and agreed by and between the Association and the City that the exhibits hereto attached shall be part and parcel of this agreement as if set out in their entirety; said exhibits being:

1. Exhibit "A" - City-Owned Field Maintenance Agreement
2. Exhibit "B" - Concession Stand Agreement
3. Exhibit "C" - Field Inspection and Closure Agreement
4. Exhibit "D" - Practice and Game Field Permit

XI.

The City reserves the right to utilize the facility(s) when league games are not scheduled. If facility(s) is abandoned, the agreement is terminated. All final decisions concerning scheduling will be made by the Mansfield Parks and Recreation Department.

XII.

The Association shall adhere to the guidelines established in the "Policies and Procedures."

XIII.

The Association shall remove all sports and concession equipment and supplies as requested by the Parks and Recreation Department by the agreement expiration date. Failure to do so will result in reimbursement to the Mansfield Parks and Recreation Department for staff or contractual expenses resulting in the removal of identified sports and concession equipment and supplies.

XIV.

Any violation of any of the provisions of this agreement shall result in the termination of this agreement.

This agreement is made and entered into on the 18th day of August 2014 and expires on the 13th day of December 2014. Concession stands to be cleared and vacated by NA.

City of Mansfield

 7-14-14
Andrew Binz Date
Recreation Superintendent

 7-14-14
Toby Fotjik Date
Park Superintendent

Mansfield Soccer Association


Signature of Association President

7-21-2014
Date

Tim McLann
Printed Name of Association President

EXHIBIT "A"

CITY OWNED FIELD MAINTENANCE AGREEMENT

The **City** shall maintain and be responsible for the following:

- All turf areas to include mowing, weed-eating, fertilizing, herbicide applications and watering.
- All fences and gates, bleachers and dugouts.
- Playing field lighting systems.
- Cleaning restrooms to include clogged toilets or sinks. If PARD is called out, overtime will be charged to Association.
- Removing bagged garbage.

The **Association** shall maintain and be responsible for the following:

- Marking and cutting field lines.
- Daily game-day policing of litter on fields, dugouts and concessions stand and grounds. Take garbage to dumpster, if available.
- Cleaning of concession stand.
- Scoreboards.

EXHIBIT "B"

CONCESSION STAND AGREEMENT

The **City** shall maintain and be responsible for the following:

- Installation, maintenance, and service of telephones and alarm systems, if applicable.
- Off-season winterizing of plumbing fixtures.
- Outside of the concession building as well as electrical and plumbing inside the building.
- Reserves the right to utilize concession building during times other than this agreement.

The **Association** shall maintain and be responsible for the following:

- Primary use of the building, with shared use with other associations when necessary.
- Inside the building to include fixtures, appliances, and all equipment necessary for storage, preparation and serving food to comply with City, County, and State Health Department requirements.
- For security of building by setting alarm systems, if applicable.
- For contents of the building and to secure insurance for all contents owned by the Association.

EXHIBIT "C"
FIELD INSPECTION AND CLOSURE AGREEMENT

Reasons for Athletic Field Closure

1. It is raining at game time.
2. Baseball or softball infields too wet.
3. Soccer or football fields too wet.
4. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
5. Over-seeding or other field maintenance.


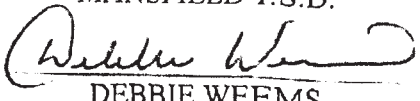
CITY Procedures for Athletic Field Closure

1. Inspect athletic fields by 3:00 p.m., Monday through Friday.
2. Make a decision based upon field condition or weather.
3. Field status after Friday, 3:00 p.m. or on weekends shall be determined by umpires/officials or an association representative in collaboration with Parks personnel.
4. The primary responsibility for making field closure decisions rests with the Parks Supervisor responsible for athletic field maintenance. That decision will be recorded on the **FIELD STATUS PHONE LINE** and can be accessed by calling **817.453.1467**. It is the responsibility of the association to inform participants of any field closure decisions.

EXHIBIT "D"

PARKS AND RECREATION DEPARTMENT

2014 FALL PRACTICE & GAME FIELD PERMIT

<p>CITY OF MANSFIELD</p>  <p>ANDREW BINZ RECREATION SUPERINTENDENT</p>	<p>MANSFIELD I.S.D.</p>  <p>DEBBIE WEEMS DIRECTOR OF ATHLETICS</p>
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MANSFIELD GIRLS SOFTBALL ASSOCIATION

August 1st - December 31st

McKNIGHT EAST (all 4 fields)
*GEYER FIELD
*ROGENE WORLEY (3 fields)
*HOWARD MIDDLE SCHOOL
*GLENN HARMON

McCLENDON - EAST (740 W. Kimball)
McCLENDON - WEST (799 W. Broad)
*GIDEON
*TARVER RENDON
*DAVIS

MANSFIELD YOUTH BASEBALL ASSOCIATION

August 1st - December 31st

*CHARLOTTE ANDERSON
*D.P. MORRIS
*ALICE PONDER
*THELMA JONES
*CROSS TIMBERS
CLAYTON CHANDLER (baseball field)
*ANNETTE PERRY

SPORTS COMPLEX (Baseball)
*MARTHA REID
*GLENN HARMON
*WILLIE BROWN
*DONNA SHEPARD
* LILLARD INTERMEDIATE

MANSFIELD PEE WEE FOOTBALL ASSOCIATION

August 1st - December 31st

CLAYTON CHANDLER (2 football fields)
*BROOKS WESTER (Practice Field)
*ASA LOW (Flag Football and Cheerleading Only)

* DANNY JONES

Practices to be held at Chandler Park with parking at Asa Low.

Practices to be held at Danny Jones on the following dates: TBD

No Practices to be held at Chandler Park or Danny Jones on the following dates: TBD

MANSFIELD SOCCER ASSOCIATION

August 1st - December 31st

#HARDY ALLMON, NORTH & SOUTH (Mon-Fri)
SPORTS COMPLEX (Soccer, games only)
*WILLIE BROWN
* ANNETTE PERRY
*LILLARD INTERMEDIATE
*MARY ORR

#PHILIP THOMPSON (East/West)
*J.L. BOREN
*ALICE PONDER
*ELIZABETH SMITH
*DALTON ELEMENTARY
*ERMA NASH

**M.I.S.D. functions take precedence over association functions
Saturday and Sunday scheduled thru Parks and Recreation Office
League play at any field takes precedence over practice play.*