MIDLOTHIAN PARKS & RECREATION DEPARTMENT

YOUTH SPORTS ASSOCIATIONS
FACILITY USE AGREEMENT

THIS AGREEMENT is made by and between the City of Midlothian, Texas (the "City") and _____, hereinafter referred to as "Youth Sports Association", acting as their authorized officers and representatives.

WHEREAS, the Youth Sports Association desires to enter into an agreement with the City for the use of City-owned, leased, and controlled facilities ("Facilities") for organized sporting activities beginning _____, 20_____ and ending _____, 20_____ at _____ in the City of Midlothian.

Now therefore in consideration of the foregoing and other valuable consideration the receipt and sufficiency of which are here by acknowledge the parties agree as follows:

1. The City agrees to allow the Youth Sports Association to use the assigned Facilities for organized sporting activities on the scheduled dates and allotted times in accordance with the attached terms and conditions.

2. The Youth Sports Association agrees to comply with attached terms and conditions.

EXECUTED in duplicate this _____ day of _____,20_____.

City of Midlothian, Texas

By: _____
Parks & Recreation Representative
104 W. Avenue E
Midlothian, TX 76065
972-775-7777

By:_____
Youth Sports Association Representative

_____
Print Name of Representative

_____
Print Name of Youth Sport Association

CITY OF MIDLOTHIAN
USER FEES FOR SPORTS ASSOCIATIONS

CHILDREN/YOUNG ADULT

$5.00 Per Resident Youth $15.00 Per Non-Resident Youth

ADULTS

$10.00 Per Resident Adult $20.00 Per Non-Resident Adult

ASSOCIATION _____ DATE _____

LEAGUE _____ SEASON _____ YEAR _____

PRESIDENT _____

ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

NUMBER OF RESIDENT YOUTH AT $5.00 _____ = $ _____

NUMBER OF NON-RESIDENT YOUTH AT $15.00 _____= $ _____

TOTAL AMOUNT PAID TO THE CITY OF MIDLOTHIAN $ _____

NUMBER OF RESIDENT ADULT AT $10.00 _____ = $_____

NUMBER OF NON-RESIDENT ADULT AT $20.00 _____ = $ _____

TOTAL AMOUNT PAID TO THE CITY OF MIDLOTHIAN $ _____

AT BEGINNING OF EACH SEASON, SEASON ROSTERS MUST ACCOMPANY THE USER FEE PAYMENT AND MUST BE PRESENTED TO THE CITY OF MIDLOTHAIN

ACCOUNTS

☐ **SPORTS PARK ACCOUNT: 105-00-5436** ☐ **PARKS GENERAL ACCOUNT: 105-00-5435**

RESOLUTION NO. 2007-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLOTHIAN, TEXAS, AUTHORIZING THE PARKS DIRECTOR TO EXECUTE ON BEHALF OF THE CITY THE ATTACHED MIDLOTHIAN PARK DEPARTMENT USE AGREEMENT WITH THE MIDLOTHIAN PARKS DEPARTMENT; AND YOUTH SPORTS ASSOCIATIONS AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLOTHIAN, TEXAS:

SECTION 1. After due consideration the City Council of the City of Midlothian finds that it is in the best interests of the City to enter into the attached agreement (Exhibit "A") titled "MIDLOTHIAN PARKS DEPARTMENT YOUTH SPORTS ASSOCIATIONS FACILITY USE AGREEMENT." Said Agreement is hereby approved for execution by the Parks Director of the City.

SECTION 2. This Resolution approves the Midlothian Parks Department Youth Sports Association Facility Use Agreement.

SECTION 3. This Resolution shall take effect immediately after its passage of the law in such case provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Midlothian, Texas, on this the 27th day of February, 2007.

CITY OF MIDLOTHIAN, TEXAS

CITY OF MIDLOTHIAN

Boyce Whatley, Mayor

ATTEST:

CITY SECRETARY

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MIDLOTHIAN PARKS DEPARTMENT

YOUTH SPORTS ASSOCIATION

FACILITY USE AGREEMENT

SECTION I: REQUEST FOR FACILITIES

In order to request fields or facilities, all groups or organizations must submit the following initial paperwork:

1. Signed copy of the Facility Use Agreement

2. Current copy of the using organization's Articles of Incorporation or Bylaw's

3. A list of the organization' Board of Directors, addresses, and their phone number

4. Proof of public liability insurance

5. A current list of every coach, assistant coach, manager, Players

6. The final participation registration figures

7. Game and Practice schedule, Tournaments, Clinics, Workday, Fundraising

8. The Criminal Background Checks are to be completed and written certification to that effect filed with the Parks Director at least ten (10) working days prior to commencement to the using organizations season. The written certification will contain the names of every coach, assistant coach, manager, umpire, referee, or board member not disqualified as a volunteer. The Criminal Background Check results will not be filed with the City.

9. All concession areas must have a Health Inspection (required by the using organization) completed prior to opening of the season.

10. **The Board of Directors for each association must set up a meeting with the Parks Director before a request is granted. Discussion of final registration numbers, rosters, and the verification of the above items will be discussed at this time.

*****Failure to submit the initial paperwork will result in the denial of use of facilities*****

SECTION II: GENERAL

A. City related functions and sport associations would have priority use of Midlothian parks and park facilities.

B. All persons who reserve or use the parks or park facilities will comply with all applicable rules, regulations, and ordinances of the City of Midlothian, State of Texas.

C. Persons and/or sport associations, who reserve the fields or park facilities, are responsible for cleanup of the fields and facilities after its usage. They are also responsible for repairs or damage to the fields and facilities caused by their use.

D. Reservations will be made by a City of Midlothian resident, or the parent of a child enrolled in the Midlothian School District. Seventy-five percent (75%) of the youth using the facility, recreational and

selected groups combined must reside in the City of Midlothian or be enrolled in the Midlothian School District.

E. There must be at least one adult chaperon for every ten youths under the age of 18.

F. No alcoholic beverages are permitted at any time in any City Park.

SECTION III: CRIMINAL BACKGROUND CHECKS

A. The Youths Sports Associations (YSA) that use the City owned, leased, or controlled fields and facilities ("City Facilities"), are required to conduct criminal background checks for all recognized YSA coaches, assistant coaches, managers, umpires, referees, board members, and any person eighteen (18) years of age or older acting in an official capacity of the YSA.

B. The criminal background checks will be performed prior to each season. Each YSA is required to adapt procedure for Criminal Background Checks.

C. Each prospective YSA volunteer will be required to provide the YSA consent (or authorization) to perform the Criminal Background Check and three (3) references that can be contacted.

D. In the event the YSA determines it is necessary to disqualify a perspective volunteer or to disqualify a volunteer previously certified to the City as meeting the requirements of the policy, the YSA must notify the person in writing (without stating the details for disqualification). The written notification must also advise the disqualified person of their right to appeal.

E. A person disqualified by the YSA or who is pending appeal, is not entitled to participate as a coach, assistant coach, manager, umpire, or referee or serve in any other volunteer position for the YSA in any organized sporting activities in or on any City Facilities unless the disqualification is removed, and the City is notified of such change of status. It is the duty of the YSA to notify the City of the change of status.

F. If a person is approved for reinstatement and the season has already begun, said person can participate in that season, as determined by the YSA.

SECTION IV: SPECIFIC SPORT SEASON

A. All sports within any season will be given priority in regard to fields and park facilities allocation and scheduling. Fields and park facilities will be allocated according to participation in the sport for that sport season. The largest participation being allocated the most fields in declining order.

B. Other sports shall be considered as the need arises, subject to the following:

1. Field facility availability
2. Allocated maintenance funds
3. Determination by the Parks Department of field/facility capacity to withstand additional play.

SECTION V: FACILITY ADMINISTRATION

Where possible and practical and in cooperation with the Midlothian Independent School District (or any other organization having athletic facilities), the Parks Department will coordinate the use of outdoor

facilities. The Parks Department, with the consent of the Midlothian School District and other organizations, as applicable, will schedule the use of the fields and or facilities.

SECTION VI: FIELD ALLOCATIONS

A. The Parks Department will consider all requests for fields or facilities and allocate the available fields or facilities according to the best interests of the City subject to, but not limited to the following criteria:

Every effort will be made to allow the use of the facilities and fields only for their designed purposes.

2. Priority will be given to programs accommodated during the previous year. Every effort will be made to accommodate new programs according to facility availability.

3. The Parks Department will, in its sole discretion, allocate the fields and facilities to regular season and tournament play, and may assign more than one organization to a given facility.

B. Any organization which desires to organize a new athletic program or enlarging an existing program must meet with the Parks Director at least 90 days prior to the commencement of the season to coordinate the availability of fields or facilities. The using sports organization must meet the criteria outlined in Section I. Failure to meet with the Parks Director will result in the denial of field or facility usage.

C. Organizations requiring facilities for practice and/or league games only will submit in writing their final registration figures upon which all field allocations shall be based. In order to maximize use of all fields and facilities, the allocation will be based on the total game units per week per available facilities.

SECTION VII: FACILITY MAINTENANCE:

A. In the event any individual, team or group uses an available field or facility during a time period other than within the specific sport season, that field or facility will not receive special maintenance but will be subject to general park maintenance. Tournaments, however, are considered an exception and will be receive special maintenance, with 30 days prior notice.
B. Any special maintenance request in relation to normal league play must be made in writing, and delivered, faxed (972-775-7943), or e-mailed to the Parks Director. The Park Director will need this information at least 48 hours in advance. Examples of special maintenance include:

1. Moving bases or goals

2. Relining fields

3. Removing pitcher mounds and/or rubber

C. It will be the responsibility of the Parks Department to determine whether or not the fields or facilities are safe for use. Any individual, team, or group which uses or attempts to use a field or facility which the Parks Department has determined as unsafe, will be denied future use of any field or facility.

D. Maintenance of all facilities owned or controlled by the City will be performed by the Parks Department, its agents, or contractors. No modifications, alterations, additions, or deletions temporary or otherwise, may be made to any facility owned, leased, or otherwise controlled by the City unless written approval is first obtained from the Park Director.

E. The User of the facility will be responsible for the control and removal of all trash, litter, or other refuse in or on the facility.

F. **Cleaning of the concession stand and restrooms at the end of the day and the season are the responsibility of the User. The Health Inspector subjects these facilities to inspection.**

G. In conjunction with the sports season, tournaments, or special events, the City will provide the following:

Use of the field or facility

Maintenance of all exterior landscape and repairs to the basic structure

Mow and trim all fields and non-playing areas of the park at least weekly

SECTION VIII: NON-LEAGUE USE SCHEDULING

Any group, team, or resident of Midlothian or person who attends school in the Midlothian School District, may make a request to the Parks Department for use of available fields or facilities provided the use is recreational and not for profit. Associated fees will apply such as maintenance, lights, etc.

SECTION IX: CONCESSIONS

A. First choice of operating the concession stand, **during requested season play,** will be given to each league using the facility, If the User does not want to operate a concession stand, another individual, team or organization will be given the option with preference to non-profit service organizations, such as Jaycees, Lions Club, Chamber of Commerce, Boy Scouts, etc. **GUM, TOBACCO, or ALCOHOLIC** products of any kind will not be sold in the concession stands. Organizations that use a concession stand are responsible for all concession costs and damages.

B. Any vehicle, structure, or equipment used by the User in connection with the operation of the concession stand must comply with all applicable state and local laws and be approved by the Parks Director. All concession vehicles, structures, or other equipment will be removed from the facility each night unless approved by the Parks Director. The City will not be held responsible for damaged or theft to any vehicle or equipment left within the facility.

SECTION X: SCHEDULES

A. It is the responsibility of adult or youth league to furnish the Parks Department with a complete league schedule prior to the commencement of each sport season. The Parks Department will be notified in writing of any makeup games. If league schedules and/or written notification of makeup games are not provided to the Parks Department, then the field or facility will not receive special maintenance, and will be subject to general park maintenance.

B. The City, at the discretion of the Parks Director, may allow other uses of the assigned fields during the term of this contract except when league activity occurs and reserves the right to cancel an activity scheduled for use of the facility. The City will coordinate outside use of the field or facility with the User.

SECTION XI: ADMINISTRATION

The administration of this Agreement will be the responsibility of the Parks Department under the supervision of the Parks Director. The Parks Department is responsible for declaring all necessary rules and regulations concerning the use of field and facilities for each sport as it pertains to maintenance, use, lights, schedules, etc.

SECTION XII: MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT (MISD) FACILITIES

Any group or individuals using MISD facilities will abide by the MISD administration regulations.

SECTION XIII: VIOLATIONS

Any breaches of the conditions of this agreement will be heard by the Park Director after all viable options in each association's by-laws appeal process have been exhausted.

SECTION XIV: BOARD OF DIRECTORS

All groups or organizations utilizing recreation facilities owned or controlled by the City for competitive league play must be incorporated as a nonprofit organization by the Internal Revenue Service with an active Board of Directors, including a President or Chairperson, Vice President, Secretary, and Treasurer. All members of each group or organization's Executive Board of Directors must reside within the city limit of Midlothian or the boundaries of the Midlothian School District. **The Board Members must provide the City of Midlothian with valid proof of residency. The president of each association will be responsible for the regulation of this agreement. Members who move out of the boundaries may finish their term if bylaws permit.**

SECTION XV: INSURANCE REQUIREMENTS

The User agrees to provide and maintain in effect during the term of this agreement the following insurance amounts:

Workers' Compensation Insurance (for paid employees) as required by law;

Employer's Liability Insurance in an aggregate amount of not less than:
$100,000 – Each Accident
$500,000 Disease – Policy Limit
$100,000 Disease – Each Employee

Texas and/or All State's Endorsement attached.

Comprehensive General Liability Insurance with not less than the following limits:

$2,000,000 – General Aggregate
$1,000,000 – Products/Completed Operations Aggregate
$500,000 – Personal and Advertising Injury Limit
$500,000 – Each Occurrence Limit
$50,000 – Fire Legal Liability
$5,000 – Premises Medical Payments

Using organization agrees that with respect to the required insurance, the City will:

Be named as additional insured under the General Liability policy.
Have a Waiver of Subrogation issued favoring the City on the General Liability.
Be provided with thirty- (30) days advance written notice of cancellation or material change.
Be provided with Certificates of Insurance evidencing the above insurance requirement, prior to the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

It is strongly recommended that each association have a supplemental accident policy for participants.

Notices and Certificates of Insurance will be provided to:

Parks Director
City of Midlothian
104 W. Avenue E
Midlothian, Texas 76065

SECTION XVI: MISCELLANEOUS

1. **Indemnification.** The Using organization agrees to indemnify and hold harmless the City, its officers, agents, and employees (City") from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments including death ("Claims"), recovered from or asserted against the City for personal injury, court costs, or damage to persons or property incident to, arising out of, or caused, directly or indirectly, in whole or in part, by an act, omission, negligence, or misconduct by the Using organization or any of its agents, servants, employees, contractors, patrons, guests, or invitees whether based upon the alleged joint and/or concurrent negligence of the City and Using organization arising out of the incident to Using organization's use of the facilities covered by this Agreement.

2. **Force Majeure.** If Facilities or any portion thereof are destroyed or damaged by fire or other calamity so as to prevent the use of Facilities for the purposes intended and during periods specified by this Agreement, or if the use of the Facility by the Using Organization will be prevented by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, then this Agreement will terminate. The City will not be liable or responsible to the Using Organization for any damages caused thereby and the Using Organization hereby waives any claim against the City for damages by reason of such termination.

3. **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Court of Ellis County, Texas

4. **Termination.** This agreement may be terminated by either party by providing the other Party with thirty-(30) day's prior written notice of termination.

5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

6. Severability. In the event any section, subsection paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of the Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

7. Assignment. This Agreement may not be assigned by using organization without the Express written consent of the City.