

FACILITIES UTILIZATION AGREEMENT

The parties to this agreement are the City of Forest Hill, Texas, herein called "CITY", and the _____ Sports Association, herein called "_SA".

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

I. PREMISES

City agrees to provide game fields for _SA at Anglin Park or Griggs Park (circle one) herein called PREMISES in accordance with the terms of this agreement. Both CITY and _SA acknowledge that these premises are owned by CITY and provided for the benefits of all citizens of the City of Forest Hill. CITY shall maintain final approval over the use of PREMISES for the provision of leagues and tournaments that are structured and made available to all applicable residents.

II. SEASONS AND HOURS

The season(s) of this agreement shall be spring summer fall. Usage of the PREMISES should generally not begin before 4:00 p.m. on weekdays, and end no later than 11:00 p.m.; on Saturdays games should not begin before 8:00 a.m. and end no later than 11:00 p.m.; on Sundays games should not begin before 8:00 a.m. and end no later than 11:00 p.m. Occasionally, special circumstances may arise which may cause games to run over time. However, this allowance can and will not be allowed on a regular basis.

_SA agrees not to expand schedules, length of league play, and number of tournaments nor add seasons without prior approval of CITY. All scheduling of fields for games or tournaments by _SA must be approved through the CITY.

See EXHIBIT "A" for Maintenance Standards for Premises.

See EXHIBIT "B" for Inclement Weather Guidelines and Procedures.

III. RENEWAL OR TERMINATION

This agreement must be renewed on an annual basis in January of each year, with _SA having the right of first refusal to enter into the new agreement. Either party must request changes in the agreement 60 days prior to the renewal date. Written notification by the CITY must be provided to the President of _SA at their residence. Written notification by _SA must be provided to the City Manager at 6800 Forest Hill Drive, Forest Hill, Texas 76140. In the event CITY or _SA terminates this agreement, _SA will remove its own movable equipment which is not of a permanent nature upon non-renewal of this agreement within thirty (30) days.

IV. FEES AND ASSIGNMENT

It shall be the responsibility of the _SA to collect all user fees and to submit these fees along with team rosters and a schedule of games to the CITY at least thirty (30) calendar days prior to the commencement of activity associated with that season.

_SA shall not assign this agreement nor shall it rent out any of the PREMISES or other city property without prior written consent of the CITY. Any request for assignment or rental made by any third party to _SA shall be referred to the Director of Public Works.

V. TOURNAMENTS

_SA may host tournaments under the terms of this agreement:

See EXHIBIT "C" Tournament Policy and Procedures Manual.

VI. UNLAWFUL ACTIVITIES

_SA shall not engage in any activities on the PREMISES, which are in violation of any existing state, federal, local law or use the PREMISES in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

VII. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE

_SA shall submit in writing to the Director of Public Works, any proposal to install, construct or modify temporary or permanent structures, signs, equipment, or other related items prior to the commencement of any work. All communication regarding maintenance and/or field improvements may only be submitted with the association's president's signature. All applicable city codes must be followed. Approval of the proposal shall rest solely with CITY. Permanent structures shall become the property of CITY.

VIII. INDEMNITY

_SA shall indemnify and hold harmless CITY, its agents, officials and employees and any umpire or official, from any and all claims for bodily injury, illness, death, personal injury or property damage arising out of the activities of _SA and its members in connection with activities conducted under this agreement.

Insofar as permitted by law, the CITY shall indemnify and hold harmless the _SA, its agents, officials and employees and any umpire or official from any and all claims for bodily injury, illness, death, personal injury or property damage arising out of the negligence of its officers, agents, servants or employees. Nothing contained herein shall be construed to limit or waive any governmental or sovereign immunity of the CITY or any immunities applicable to its

officers, agents, servants or employees, nor shall it be construed to limit or waive any insurance coverage or the CITY'S status as an additional named insured as provided in paragraph XII of this agreement.

IX. CONCESSIONS

All food or drink prepared, served, sold or stored in the Concession Stand located at Anglin Park shall be done so in strict conformity with all city, county, state and federal law. It shall be the _YSA responsibility to coordinate any and all required health inspections and licensing for their concession operations. Health inspections must be posted in plain sight during the operation of the concessions.

All areas are to be maintained in a clean and accessible condition throughout the season. _SA shall identify a person to be responsible for inspections and safety issues. Spot inspections will be made at random. If any problems arise with the permanent equipment or facilities inside the Concession Stand, _SA must contact the Director of Public Works within 24 hours to rectify the problem(s).

Within ten (10) calendar days of the conclusion of each season, _SA shall clean and turn off all concession equipment and all related storage room. All items belonging to the _SA must be removed. City staff and a _SA representative will conduct a walk-through inspection of all facilities at the end of each season.

The City is not liable for any items stored in the Concession stand.

X. DOCUMENTS AND OFFICERS

_SA shall submit to the CITY within two (2) weeks of signing this agreement:

1. A Current copy of rules and regulations, charters, constitutions and by-laws of _SA.
2. A Current copy of rules and regulations, charters, constitution and by-laws of the league that the _SA is affiliated with.
3. Names, addresses and phone numbers of all current officers and board members of _SA shall be submitted to the Director of Public Works. In the event of an election or appointment, the names, addresses and phone numbers of the new officer(s) or board member(s) shall be submitted to the Director of Public Works within two (2) weeks.
4. The schedule and location of _SA Board of Directors meetings.
5. Schedule of names and contact numbers of on-site field representatives during the season.
6. Policies and procedures for dealing with medical emergencies, and hazardous weather conditions.

CITY shall submit to _SA the names and telephone numbers of appropriate staff for contact in the case of emergency, service requests or questions upon signing or renewing this agreement.

XI. COMMUNICATIONS

CITY staff and _SA shall meet within ninety (90) days of the end of league play each year to discuss:

1. Purpose of the Association.
2. The number of children served in program.
3. Fees charged for participation and a breakdown of how those fees are spent by the association.
4. Presentation of financial statement.
5. Service issues faced in the last year and how they were resolved.
6. Upcoming issues and recommendations for resolution.
7. Identification of current and incoming Board of Directors.
8. _SA shall maintain records of all customer service inquiries or complaints including their nature: name, address, and telephone number of customer: disposition of inquiry or complaint. Said records shall be filed with the CITY as part of their annual report.

XII. INSURANCE

_SA must provide and keep in force for the duration of the season with a reputable insurance company, public liability insurance in an amount of not less than one hundred thousand (\$100,000) dollars per person, and not less than three hundred thousand (\$300,000) dollars for any single occurrence for any injury to any person or destruction of property.

Insurance amounts will be reviewed on an annual basis. In addition, the policy shall include the CITY of Forest Hill as an additional insured party.

An accident insurance policy must be made available to each participant. No games may be played until the acceptable proof of insurance has been received and approved by CITY.

XIII. LIMIT ON HOURS OF PLAY

_SA agrees to stop play by 11:00 p.m. on weekdays. Occasionally, special circumstances may arise and may be negotiated with city staff. **However, this allowance can and will not be allowed on a regular basis.**

XIV. ON SITE LEAGUE REPRESENTATIVE

_SA agrees to provide a league representative on-site at each _SA organized league or tournament game help on the premises. That representative shall serve as the liaison with CITY staff on emergency maintenance needs, identification of general maintenance needs affecting future games, completion of accident/incident reports, decision making

regarding hazardous conditions including weather and conflict resolution between program participants, coaches, umpires and parents.

XV. FIELD MAINTENANCE

The CITY will maintain the fields at Anglin Park and Griggs Park. _SA must keep the park(s) clean from debris, garbage and any unsightly manner when in use.

See EXHIBIT “D” Maintenance Request Procedures.

XVI. LIGHTING

CITY agrees to allow two (2) _SA representatives authorization to control the athletic field lights, on a trial basis. Lighting codes or control of the athletic field lights will not be given to any other _SA member or representatives. Athletic field lights are to be used only at times agreed upon by CITY and _SA. Failure to follow guidelines will result in loss of lighting control privileges. _SA will only use athletic field lights necessary for the fields in use. When play concludes on any field for the night, the lights shall be turned off. Athletic lights will not be turned on before dusk unless atmospheric conditions create a condition necessitating lights for safe use of the fields.

XVII. EXHIBITS

The CITY and _SA agree that the exhibits attached to this agreement are incorporated into this agreement as if set out in their entirety. Exhibits included are:

1. EXHIBIT A – MAINTENANCE STANDARDS FOR PREMISES
2. EXHIBIT B – INCLIMATE WEATHER GUIDELINES AND PROCEDURES
3. EXHIBIT C – ATHLETIC TOURNAMENT POLICIES
4. EXHIBIT D – MAINTENANCE REQUEST PROCEDURES

XVIII. SCHEDULING

The CITY reserves the right to utilize the PREMISES when _SA activities are not scheduled.

XVIIII. DEFAULT

If _SA violates any term of this agreement, CITY may find _SA in default and terminate the agreement. Any termination will be made with a thirty (30) day notice. _SA shall have the right to resolve the pertinent issues to the satisfaction of the Director of Public Works within ten (10) days. _SA shall have the right to appeal any termination of this agreement to the City Manager if a cure cannot be achieved.

This agreement is made and entered into on the _____ day of _____,
2____ .

ATTEST:

CITY SECRETARY

_SA PRESIDENT

CITY ADMINISTRATOR

EXHIBIT “A”
MAINTENANCE STANDARDS FOR PREMISES

1. CITY shall maintain turf areas to include mowing, weed control, fertilizing and herbicide spraying as allowed by budget as well as mark all lines.
2. The CITY shall maintain all bleachers as allowed by budget.
3. The CITY shall provide and maintain all area and field lighting systems.
4. The CITY shall be responsible for the maintenance of all irrigation systems on the fields.
5. The CITY shall be responsible for the maintenance of adjacent park irrigation systems and the watering of non-athletic turf areas.
6. The CITY shall maintain the restrooms in a safe and sanitary condition during approved season(s). _SA shall remove all litter on floors and dispose of all materials in receptacles provided by the CITY. However if restroom abuse (i.e. unsanitary conditions due to abuse, neglect, or if _SA sponsored event attendees allow bathrooms to be used as a “babysitter”, or if excessive vandalism occurs during practices or events sponsored by _SA), the CITY shall: 1. Require _SA to provide restroom monitors during all events. 2. Require _SA to clean and maintain restrooms during approved season(s).
7. _SA shall be responsible for daily game day collection of all litter on their fields. _SA will encourage collection of litter in the bleachers, concession stands and adjacent grounds. All litter shall be placed in the receptacles provided by the CITY. The CITY shall provide pick up for these receptacles.
8. _SA shall be prohibited from performing any maintenance to any turf or infield areas, without prior permission from the CITY. _SA shall ensure that all secured areas remain locked and/or locked at the completion of each activity.

EXHIBIT “B” **INCLEMENT WEATHER GUIDELINES AND PROCEDURES**

Purpose

To provide safe sports fields for the use and enjoyment of the residents of the CITY of Forest Hill as well as establish guidelines and procedures for inclement weather. This policy serves to inform sports field users of the CITY’s decision-making process that occurs during periods of inclement weather. It also describes guidelines to utilize when thunderstorms approach.

General Information

Experience has shown that most of the turf damage to sports fields occurs with overuse and/or use during inclement weather, especially in early spring and late fall. Periods of wet weather, prolonged rain, or heavy downpours combined with field use will cause damage to the turf and skinned infield areas. In order to keep this damage to a minimum and ensure sports fields are safe, the Director of Public Works or his designee, makes a decision regarding opening or closing a sports field based on the following criteria:

- Presence of standing water on the field.
- Amount of precipitation that has fallen and is expected to fall.
- Drainage conditions on the sports field.
- Time of year and the cumulative amount of stress on the sports field.
- Type and amount of damage that could occur if the fields were to remain open.
- Number of recent field closures.
- Special games or tournaments that cannot be rescheduled.

Once a visual assessment has been made of the various sports fields, the Director of Public Works or his designee shall discuss with an authorized _SA representative the playability of the sports fields. Based on the above criteria, a decision is made on whether to open or close the sports fields. While the Director of Public Works or his designee shall discuss and consider the opinion of the _SA representative, ultimate decision as to the sports field’s playability will be entirely at the discretion of the Director of Public Works or his designee. After the Director of Public Works or his designee has made a decision, it is passed on to the _SA for dissemination to scheduled sports field users. Notifications are normally disseminated by 3:00 p.m. on weekdays and 7:00 a.m. on weekends. If the sports fields are publicized as closed and damage occurs as a result of a user’s decision to play, the user may be held accountable for repair costs and possibly have future sports field reservation privileges revoked.

Delay the Game when Thunderstorms Approach

The Division of Emergency Management of the Texas Department of Public Safety warns the public that sports fields are dangerous during thunderstorms. Countless lightning tragedies have occurred on sport fields in Texas through the years. Lightning storms are the second most common cause of weather-related deaths in the state after

flooding. People on open sport fields are at higher risk for lightning strikes. Sports fields are dangerous because they are large open areas where people are often the tallest objects. Sports fields also have metal bleachers, fences, light poles and goal posts that attract lightning. When lightning hits these objects, its charge travels along the object shocking anyone who is touching it. Lightning can bounce off any of these objects and strike people nearby. Lightning can also travel through moist soils for dozens of feet.

“Schools, athletic programs, day care centers, and summer camps, as well as coaches, referees, and parents participating in field events need to understand the danger of lightning and be prepared to take immediate action. Activity policies should clearly state that if thunder is heard, games and activities should be suspended until the treat passes and thunder is no longer heard,” says Division of Emergency Management Coordinator, Tom Millwee. “No sporting event is worth risking the lives of the people and children on or around fields.” Millwee says, “When a game or practice is delayed due to a thunderstorm, move everyone indoors, or into cars, or buses until the storm passes.”

The Division of Emergency Management offers the following lightning safety tips:

- **Stay tuned to local weather forecasts.**
- **If you can hear thunder, you are close enough to the storm to be struck by lightning.**
- **Move into a sturdy building and stay away from windows and doors.**
- **If you are outside, the interior of a car, truck, or bus is relatively safe from lightning. To be safe, do not touch metal on the inside of the vehicle. The Outside bed of a truck is a deadly location. Do not lean against a car or truck get inside the vehicle quickly.**
- **If you are outdoors with no shelter available, find a low spot away from trees, bleachers, goal posts, and other structures. Make sure the area is not prone to flooding.**
- **Move away from hills and high places, avoid tall isolated trees.**
- **Do not touch metal objects, such as tennis racquets, baseball bats, or golf clubs.**
- **Do not ride bicycles, or lean against fences or metal sheds.**
- **If you feel your hair suddenly stand on end, it means you may be a lightning target. Crouch low on the balls of your feet and try not to touch the ground with your knees or hands.**
- **Avoid wet areas that can conduct the lightning charge.**
- **If you hear the outdoor warning sirens, move everyone indoors or to a covered shelter.**

EXHIBIT “C”

ATHLETIC TOURNAMENT POLICY & PROCEDURES MANUAL

The City of Forest Hill realizes the importance of weekend athletic tournaments. These events, which are supported by the City Council, have a major impact on the local economy; as well as providing a revenue source for the _SA. Our goal is to ensure that all scheduled tournaments are completed in a satisfactory fashion. However, due to weather and budget restrictions, the maintenance and supplies provided for those tournaments are the responsibility of the _SA. The following policy and procedures will be followed during inclement weather.

Tournament Requirements

- Requests for tournament play will be restricted to city athletic organizations meeting specific requirements in City Ordinance #xxxxx. Upon approval, direct costs to the city involving lights, personnel, equipment, and materials incurred preparation for, operation of, and clean up after tournament shall be charged to and paid for by the sponsoring organization.
- Any request for tournament play must be made in writing by the sponsoring organization ninety (90) days prior to the scheduled tournament.
- Approval of the request will not be a guarantee that the park and recreation workload will permit manpower and equipment to be available to prepare and maintain fields in advance of and during the tournament. Request for special preparation will be approved only if time is available after other maintenance responsibilities have been met.
- Even during the specific sports season, certain weekends may not be available for tournament use. A designated fee shall be assessed to the sponsor and this fee must be paid one (1) week prior to the tournament. A tournament bracket must accompany this fee. After the bracket has been submitted, no additional teams may be added.
- All tournaments must be sanctioned by a recognized sports association.
- Tournaments may not be conducted for fewer than eight (8) teams.
- The maximum amount to be charged for entry fees shall be submitted to the CITY for approval and approval of the fees shall be obtained ninety (90) days prior to the start of the tournament.
- Saturday games may not be scheduled to begin prior to 8 a.m. The final game or games may not be scheduled to start after 9 p.m. on Saturday.

- Sunday games may not be scheduled to begin prior to 8 a.m. and no games may begin after 8 p.m. on Sunday.
- No rain dates will be allowed.
- Once the tournament begins, no refunds will be allowed. Cancellation of the tournament shall be at least twenty four (24) hours of the scheduled start, unless due to inclement weather to ensure a full refund.
- In the event of rain within twenty four (24) hours of the scheduled start of the tournament, permission to play must be gained from the CITY. At no time may drying agents or any type of dirt be placed on or removed from fields.
- Umpires must be members of a recognized sports umpires association. Two (2) umpires must be assigned to each game.
- The sponsoring organization may not provide any type of concession services without prior written approval of the city.
- No special maintenance will be done to the fields before or during the tournament (dragging, marking, etc.).
- The CITY name shall not appear on any advertisement or promotion of the tournament.
- Any individual involved in conducting the tournament shall not participate in the tournament as a manager, coach, or umpire.
- The CITY reserves the right to cancel any tournament reservations at any time should any of the above conditions not be followed.
- Costs for litter removal and restroom cleaning will be charged to _SA.
- The Director of Public Works or an on-call designate will make the decision regarding field playability in the event of inclement weather. This decision will include input from the association tournament representative; however, the CITY will make the final determination.

EXHIBIT “D”
MAINTENANCE REQUEST PROCEDURES

Items found to be damaged, nonworking or unsafe should be reported immediately to the Director of Public Works at **(817) 798-2174**. The Director of Public Works or his/her designee will complete a written maintenance request form and transmit for review and processing to the appropriate maintenance division.

The Director of Public Works may be contacted from 8:00 a.m. to 5:00 p.m. Monday through Friday at **(817) 531-5700**.

Weekend Emergencies:

Emergencies that occur after 6:00 p.m. Friday and prior to 8:00 a.m. Monday and that severely impact athletic field usage, concession or restroom operation or are safety hazards should be forwarded to the Department’s after hour’s emergency telephone numbers. A list of emergency telephone numbers has been provided.

When calling the emergency after hour’s phone numbers please provide the following information:

1. Name of individual
2. Phone number that this individual can be reached
3. Park location
4. Facility or field identification
5. Specific problem

An On-Call employee will immediately be paged and respond appropriately.

NOTES:

- Please do not attempt to repair or service city equipment and facilities.
- Restrict public access from the area of any problem identified.
- Report vandalism or graffiti immediately.
- Storage of materials and supplies should be a minimum of 3’ away from electrical panels.

EXHIBIT “E”
FEE SCHEDULE

- 1) Refundable security deposit: \$125
- 2) Non-refundable application fee: \$25
- 3) Field usage “coordinated organizations:”
\$15 per game daytime/\$20 per game evenings
- 4) Field usage “non-coordinated organizations:”
\$30 per game daytime/\$40 per game evenings
- 5) Light usage fee “coordinated organizations:”
\$10 per game evenings
- 6) Light usage fee “non-coordinated organizations:”
\$20 per game evenings
- 7) Field marking fee “coordinated organizations:”
\$30 per week
- 8) Field marking fee “non-coordinated organizations:”
\$40 per event
- 9) Pavilion usage fee “coordinated organizations:”
\$25 per hour with a minimum of 4 hours
- 10) Pavilion usage fee “non-coordinated organizations:”
\$25 per hour with a minimum of 4 hours
- 11) Non-refundable grill usage fee: \$25
- 12) Impoundment fee: \$10