AGREEMENT FOR USE OF HARDEMAN PARK TEEN CENTER BETWEEN THE CITY OF BAY CITY, BAY CITY SOCCER ASSOCIATION, BAY CITY LIONS CLUB AND BAY CITY COMMUNITY DEVELOPMENT CORPORATION

STATE OF TEXAS §

COUNTY OF MATAGORDA §

WHEREAS, the City of Bay City (the "City") owns real property located in the city limits of the City commonly known as "Hardeman Park", which consists of approximately 6 acres in the R.P.T. Stone Survey, Abstract No. 92. Within Hardeman Park is located an approximately 4000 sq. ft. multi-use building, (the "Center") which is the topic of this Agreement; and

WHEREAS, the Center was constructed in May of 2005 in cooperation between the City, the Bay City Lions Club ("Lions"), and the Bay City Community Development Corporation ("BCCDC"), collectively (the "Creating Parties"); and

WHEREAS, the Bay City Lions Club contributed the sum of \$75,000.00 for capital improvements for the construction of the Center and has been granted by a prior agreement the right to name the Center with the consent of the City and the right to use the Center for an indefinite period without charge; and

WHEREAS, the City recently spent \$40,000.00 to remodel the interior of the facility and purchase new kitchen appliances, tables, and other appurtenances for the facility; and

WHEREAS, The Bay City Soccer Association has expressed an interest in moving its headquarters and facilities to the Center, has made significant improvements to the Center and the Center's grounds and playing fields, and is interested in managing the Center as an agent for the City; and

WHEREAS, the initial intended use of the Center has changed since its construction in 2005, and the Creating Parties have agreed to enter into this Agreement to replace and clarify the prior agreement;

NOW THEREFORE, the City, the Lions, the BCCDC, and the Bay City Soccer Association, (the "Parties"), hereby enter into the following agreement:

- 1. The City, the Lions, BCCDC, and Bay City Soccer Association agree that because of the Lions Club's contribution of \$75,000.00 to construct the facility, the Lions shall have priority in the selection of dates that the Lions Club desires to use the facility in any and all reasonable ways the Lions may choose at no cost to the Lions. Additionally, the City, Lions, BCCDC, and Bay City Soccer Association agree that the City shall manage, operate, and serve as administrative agent for the Center and will schedule all activity at the Center with the consent and approval of the Lions, BCCDC and Bay City Soccer Association. No other activities will be scheduled that conflict with the Lions Club and Bay City Soccer Association's use of the Center and facilities. All scheduled activity at the center shall have at least one or more adult sponsors present during any use of the Center.
- 2. Any user of the Center shall abide by the rules and regulations of the City's Parks & Recreation Department, including, but not limited to the Facility Use Policy and Agreement (the "Policy"). Any abuse of the Policy shall be handled pursuant to the terms of the Policy.
- 3. Any major repairs, including but not limited to, sewer, water, bathrooms, roof, heating and air conditioning shall be made by the City. Any damages to the Center's furnishings and appurtenances shall be the responsibility of the Party causing the damage.
- 4. This Agreement replaces any and all prior agreements between the Parties and shall be binding upon the Parties, their successors and assigns, and cannot be modified, except by agreement in writing approved by all signatory Parties.

CITY OF BAY CITY By: Robert K. Nelson, Mayor
BAY CITY SOCCER ASSOCIATION By: Joshua Fortenberry, President