

**FIRST AMENDMENT TO AND RESTATEMENT OF  
FACILITIES MAINTENANCE AND OPERATION AGREEMENT BETWEEN  
CITY OF BURLESON AND  
BURLESON INDEPENDENT SOCCER ASSOCIATION**

This First Amendment to and Restatement of the Facilities Maintenance and Operation Agreement (the “Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), between the CITY OF BURLESON (hereinafter called “City”) and the BURLESON INDEPENDENT SOCCER ASSOCIATION (hereinafter called “BISA”).

WHEREAS, City is the owner of certain lands known as Bartlett Park (“Park”) and certain improvements in the Park consisting of all soccer fields, a concession stand, and surrounding common or spectator areas within the athletic field complex, as generally depicted in Exhibit “A” (“Soccer Facilities”); and

WHEREAS, BISA has the resources and expertise necessary to operate youth and adult soccer leagues at the Park; and

WHEREAS, City desires to enter into a Facilities Maintenance and Operation Agreement with BISA for the operation of youth and adult soccer leagues at the Park and for the maintenance of the Soccer Facilities at the Park; and

WHEREAS, the parties entered into a Facilities Maintenance and Operation Agreement in May of 2021, (the “Original Agreement”); and

WHEREAS, the parties entered into the Original Agreement to accomplish the goals set forth in these recitals, and have now determined that the Original Agreement should be revised as provided herein; and

WHEREAS, the parties deem it necessary to amend the Original Agreement and restate the agreement as set forth herein, to include all amendments to the Original Agreement in one document;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Article 1.  
Definitions**

**1.01.** The terms “Agreement,” “BISA,” “City,” “Effective Date,” “Original Agreement,” “Park,” and “Soccer Facilities” shall have the meanings provided above.

**1.02.** “Fall Season” means the BISA youth and adult soccer season generally between the dates of August 11, 2025, and November 23, 2025.

**1.03.** “Fall Season Reservation” means BISA’s use of the Soccer Facilities for the Fall Season during the following times: Mondays, Tuesdays, Wednesdays, and Thursdays during the Fall Season.

**1.04.** “Spring Season” means the BISA youth and adult soccer season generally between the dates of February 9, 2026, and May 25, 2026.

**1.05.** “Spring Season Reservation” means BISA’s use of the Soccer Facilities for the Spring Season during the following times: Mondays, Tuesdays, Wednesdays, and Thursdays during the Spring Season.

**1.06.** “Tournaments” means youth and/or adult soccer tournaments organized by BISA at the Soccer Facilities.

**1.07** “Tournaments Reservation” means BISA use of the Soccer Facilities for Tournaments during the following times: August 23, 2025-Midnight Madness, a day in November of 2025 for Butterball or Goblin Ball, and a day in May of 2026 for May Madness. The parties do not know the exact dates for the November or May reservations, but the parties will work in good faith to establish those dates as soon as practicable.

## **Article 2. Term**

The term of this Agreement shall commence on the Effective Date and will terminate on May 31, 2026.

## **Article 3. In General**

**3.01.** BISA agrees to operate the Fall Season, Spring Season, and Tournaments in the City of Burleson during the term of this Agreement in accordance with the terms of this Agreement for the term of this Agreement.

**3.02.** City agrees to make available to and reserve to BISA the use of the Soccer Facilities to operate the Fall Season, Spring Season and Tournaments, and maintain the Soccer Facilities and the Park in accordance with the terms of this Agreement for the term of this Agreement.

**3.03.** City and BISA agree that City remains the owner of all real property and improvements in the Park, including the Soccer Facilities. This Agreement does not convey any right, title or interest in the real estate where the Park is located to BISA.

**3.04.** This Agreement is non-exclusive. Nothing in this Agreement shall be construed as granting BISA the right to be the exclusive association to organize, schedule or operate any youth or adult soccer leagues or tournaments within the property of the Park or elsewhere in the city.

## **Article 4.**

## **Rights and Duties of BISA**

**4.01.** BISA shall operate the Fall Season, Spring Season, and Tournaments in the City of Burleson during the term of and in accordance with this Agreement.

**4.02.** BISA shall only use the Fall Season Reservation for the Fall Season, the Spring Season Reservation for the Spring Season, and the Tournaments Reservation for the Tournaments.

**4.03.** BISA shall pay the City the total amount of Fifty-Six Thousand Dollars (\$56,000.00), to be paid in two (2) installments as follows: Twenty-Eight Thousand Dollars (\$28,000) to be paid on or before September 1, 2025, and Twenty-Eight Thousand Dollars (\$28,000) to be paid on or before February 2, 2026. BISA's obligation to pay the monies set forth in this section shall survive termination of this Agreement.

**4.04.** BISA shall have complete control of and assume full responsibility for all matters related to the operation of the Fall Season, Spring Season, and Tournaments including but not limited to:

1. Conducting registration of coaches and players for all leagues as provided in Article 9 of this Agreement;
2. Training of coaches, in accordance with Article 8 of this Agreement;
3. Hiring officials for all league games, in accordance with Article 8 of this Agreement;
4. Operating the concession stands in the Park in accordance with Article 9 of this Agreement; and
5. Scheduling all games as provided in Article 6 of this Agreement.

**4.05.** BISA shall have complete control of and assume full responsibility for all matters related to the operation or hosting of the Tournaments.

**4.06.** BISA shall retain one hundred percent (100%) of all revenue generated from the operation of the Fall Season, Spring Season, and BISA Tournaments held at the Park that are authorized by this Agreement.

**4.07.** BISA is authorized and has the right to enter into subcontract agreements necessary to meet the officiating requirements for the proper operation of Fall Season, Spring Season, and Tournaments.

**4.08.** BISA is authorized and has the right to enter into subcontract agreements with parent soccer sanctioning organizations (e.g. North Texas Soccer) in connection with the operation of the Fall Season, Spring Season, and Tournaments .

**4.09.** BISA shall obtain and maintain insurance coverage as required in this Agreement.

**4.10.** BISA shall prohibit dogs from entering the spectator and playing field areas. Dogs are only permitted in the parking lot, pedestrian trail, and other undeveloped areas. This section does not apply to a service animal if the service animal is under the control of its disabled owner and the

animal does not pose a direct threat to the health or safety of others. Notwithstanding the above, in no circumstance shall this provision require BISA to break any law, including, but not limited to, the Americans with Disabilities Act.

**4.11.** BISA shall refrain from allowing vehicles of any type to drive over irrigation valves boxes or sprinkler heads.

**4.12.** BISA shall report in writing/email any and all maintenance concerns to the City including, but not limited to, damages classified as “Acts of God”, irrigation issues, lighting issues, and structural issues immediately as encountered.

**4.13.** BISA shall report in writing any vandalism observed on any of the Soccer Facilities to the City, including but not limited to paint, turf destruction, and building damage.

**4.14.** At all times during the Fall Reservation, Spring Reservation, and Tournaments Reservation, BISA shall keep the Soccer Facilities in good condition, and return the Soccer Facilities to the City in the same condition they were received, normal wear and excepted.

**4.15.** At the conclusion of each day of use under the Fall Reservation, Spring Reservation, and Tournaments Reservation, BISA shall pick up all loose trash and litter in the Soccer Facilities and place it in the appropriate trash can in the Soccer Facilities.

## **Article 5.**

### **Rights and Duties of City**

**5.01.** City shall at all times remain the owner of the Park and the Soccer Facilities. Nothing in this agreement shall be construed as transferring or conveying an interest in the Park or the Soccer Facilities.

**5.02.** Except as otherwise provided by this Agreement, City shall allow BISA to have exclusive use of the Soccer Facilities for the Fall Season Reservation, Spring Season Reservation, and Tournaments Reservation.

**5.03.** City shall have the right to enter the Park and the Soccer Facilities during the Fall Season, Spring Season, and Tournaments for any reason as long as it does not unreasonably interfere with BISA's rights under this Agreement.

**5.04.** The City shall be solely responsible for performing, or causing to be performed, all routine and seasonal maintenance to the Soccer Facilities. This maintenance responsibility includes the following:

- 1) Routine and seasonal maintenance of the Soccer Facilities including:
  - a. Regular field turf mowing to a maximum height of approximately 2 inches;
  - b. Maintenance of spectator areas to a maximum height of approximately 3 inches;
  - c. Purchasing and installation of parts and materials necessary to maintain the irrigation system in working order;

- d. Weekly striping of field lines during league play;
  - e. Installation, storage, and replacement of goal nets as needed;
  - f. Turf pest and insect control on fields and in spectator areas as needed;
  - g. Litter and trash control;
  - h. Replacement of turf in bare soil or weed-infested areas to maintain a level playing surface; and
  - i. Post-emergent treatment of weeds by herbicide or mechanical control, as needed.
- 2) Seasonal Maintenance of the Soccer Facilities, including:
- a. Performance of seasonal maintenance;
  - b. Bi-annual fertilization of the fields and spectator areas;
  - c. Bi-annual application of pre-emergent herbicide to prevent early and late season weeds in both fields and spectator areas;
  - d. Repair or replacement of trash cans, as necessary;
  - e. Repair or replacement of goal frames, as necessary; and
  - f. Bi-annual aeration of turf in field and spectator areas.

**5.05.** City shall remain responsible for the maintenance and repair of the following:

- 1) City is responsible for the maintenance and repair of the structural integrity of the parking lot, fencing, and buildings for the Park.
- 2) City is responsible for the maintenance and replacement of the Park's play equipment, unless the damage is caused by BISA or its officers, directors, employees, agents, or volunteers.
- 3) City is responsible for the maintenance and operation of the Park and park facilities including the Soccer Facilities.

**5.06.** The City will clean the restrooms at the Soccer Facilities once a day during the Fall Reservation, the Spring Reservation, and Tournaments Reservation.

**5.07.** During the Spring Season, the City shall not use Soccer Facilities for game or practice play at least two (2) days each week outside of the days of the Spring Season Reservation.

## **Article 6.**

### **Season and Tournament Scheduling**

**6.01.** BISA will develop schedules for games and practice prior to the start of the Fall Season, Spring Season, and Tournaments . Upon completion of the schedule, BISA shall provide a copy of the schedule to City. The schedule shall include all team practices, games, tournaments, and special events.

**6.02.** The parties agree that field playability and closure relating to field maintenance requirements and weather-related delays and/or cancellations shall be governed by the provisions set forth in Exhibit “B”, attached hereto and incorporated herein by reference for all purposes.

**6.03.** All play and use is prohibited on the Soccer Facilities when the lightning prediction system is alert and active. Upon activation of the lightning prediction system, BISA shall promptly advise and require all persons to clear the fields and take shelter immediately. When the lightning prediction system is no longer active and the strobe light turns off, play may resume.

## **Article 7. Tournament Scheduling and Operations**

**7.01.** City and BISA recognize the value of tournament play and seek to jointly encourage it. In order to maximize the economic benefit of tournament play, City and BISA agree to the following regarding the Tournaments: (i) BISA shall receive one hundred percent (100%) of all revenue from concession and team fees; (ii) BISA shall be responsible for one hundred percent (100%) of all expenses related to the operation of the Tournaments; and (iii) BISA shall direct out-of-town tournament teams to fill hotels/motels in the city limits of Burleson first before going to other cities.

**7.02.** The parties will cooperate in good faith to allow BISA to jointly use a small storage closet or area in the Park with the City to store equipment and other items reasonably necessary to facilitate the playing of soccer games in accordance with this Agreement. The storage area location will be solely determined by the City.

## **Article 8. Coach Training and Certification**

**8.01.** BISA shall require that all coaches who will have direct contact with players receive proper training in the teaching of soccer. To that end, BISA shall provide at least one (1) coaching clinic prior to the start of the Fall Season and Spring Season for teaching coaches proper techniques for coaching youths.

**8.02.** BISA shall perform a criminal background check on all BISA coaches and BISA officials who will have direct contact with either youth or adult players prior to the coach or official taking part in any BISA league activity, including team practices. BISA shall maintain a copy of the criminal background checks and shall provide a copy to the City upon request.

**8.03.** BISA shall not allow a person who has been indicted, charged with, under probation, received deferred adjudication for, or convicted of any of the following crimes to serve as a BISA coach or official: (a) a crime against persons within the last 5 years; or (b) any sex crime.

## **Article 9. Registration Fees**

**9.01.** BISA may charge a non-resident fee for all its players residing outside the legal limits of City. BISA has the authority to retain one hundred percent (100%) of any such fee.

**9.02.** BISA may charge a "Price per Player" registration fee for all its youth and adult league players. This fee shall be used to offset the cost of operating league play. BISA shall retain one hundred percent (100%) of these fees.

**9.03.** BISA may charge team fees for tournaments. This fee shall be used to offset the cost of operating tournament play. BISA shall retain one hundred percent (100%) of these fees.

## **Article 10. Concession Operation and Revenue**

**10.01.** BISA shall be responsible for all aspects of the operation of the Park's concession stands during the Fall Season Reservation, Spring Season Reservation, and the BISA hosted Tournaments Reservation during the term of this Agreement. This responsibility includes, but is not limited to, operating the concession stands during all periods when the Park is actively being used in the playing of soccer games, either tournament or league play. Operation of the concession stands includes scheduling of staffing, purchasing of food stuffs and other items for sale, repair of damages caused by BISA or its volunteers, and applying for and maintaining a valid food handling permit.

**10.02.** Both City and BISA shall have the authority to enter into vendor agreements for the sale of non-alcoholic beverages. All proceeds realized from the completed non-alcoholic beverages agreements shall be used for improvements to the Park or Soccer Facilities.

**10.03.** City shall have the sole authority to enter into park sponsorship agreements related to capital improvements or naming rights of the Park or Soccer Facilities.

**10.04.** No alcoholic beverages shall be sold or consumed within the Park.

**10.05.** BISA shall operate these concession stands in accordance with all laws and ordinances.

**10.06.** Any modifications made to the concession building by BISA must be approved in advance by City and will be made at the sole expense of BISA.

**10.07.** BISA is responsible for all expenses related to the operation of the concession stands, including the utility usage within the concession stands. BISA shall remit payment to all utility providers within thirty (30) days upon receipt. City shall not be responsible for such utility fees and charges. Additionally, BISA shall assume replacement of equipment within the concession stands operated by BISA. All replacement equipment shall be reviewed and approved by the City. BISA shall submit all receipts and maintenance records for equipment. Equipment shall remain under ownership of the City and new equipment purchased shall become property of City.

## **Article 11. Insurance**

**11.01.** BISA agrees to obtain and maintain insurance in the following amounts at all times during the term of this Agreement: (i) Commercial General Liability \$1,000,000; (ii) Damage to Premises

\$100,000; (iii) Medical \$1,000; (iv) Personal Injury \$1,000,000, (v) General Aggregate \$3,000,000; (vi) Excess Accident \$100,000 with a maximum \$50.00 deductible. BISA is not required to obtain Automobile Liability insurance.

**11.02.** BISA shall provide certificates of insurance to City evidencing that BISA has obtained all required insurance thirty (30) days prior to the start of each season.

**11.03.** Insurers for all policies must be authorized to do business in the state of Texas or be otherwise approved by City; and, such insurers shall be acceptable to City in terms of their financial strength and solvency.

**11.04.** All policies shall be endorsed to name City as an additional insured.

**11.05.** The insurance policies required by this Agreement shall cover all public risks related to BISA's use of the Park or the Soccer Facilities.

**11.06.** The Commercial General Liability insurance policy shall have no exclusions by endorsements unless City approves such exclusions. All policies required above shall be written on an occurrence basis. All policies shall be endorsed with a waiver of subrogation in favor of City.

**11.07.** A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to City. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto BISA's insurance policies. Notice shall be sent to City of Burleson, Attn: City Manager, 141 West Renfro, Burleson, Texas 76028-4261.

**11.08.** City shall be entitled, upon its request and without incurring expense, to review BISA's insurance policies including endorsements thereto and at City's discretion. BISA may be required to provide proof of insurance premium payments.

**11.09.** City shall not be responsible for the direct payment of any insurance premiums required by this Agreement. Any failure on part of City to request required insurance documentation shall not constitute a waiver of the insurance requirements.

## **Article 12. Indemnification**

**12.01. BISA EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR**



**STRICTLY LIABLE ACT OR OMISSION OF BISA OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS CONTRACT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL BISA BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE CITY, AND ITS OFFICERS, AND EMPLOYEES, THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of BISA and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

**12.02.** The provisions of this Article shall survive termination of this Agreement.

### **Article 13. Default and Termination**

**13.01. Event of Default.** Should either party be found to be in default of their obligations under this agreement, the defaulting party shall be given written notification of the event of default and thirty (30) calendar days to cure the default. If the defaulting party fails to cure the default within the thirty (30) day cure period, this Agreement shall be terminated and all parties shall be released from their obligations under this agreement, except the following obligations that shall survive the termination: (i) an obligation to pay monies due on the date of termination, or (ii) an obligation to indemnify due to an occurrence prior to the date of termination.

### **Article 14. Independent Contractor/Third Party Beneficiaries**

**14.01.** City agrees to contract with BISA for the operation and maintenance of the Soccer Facilities as an independent contractor, and not as an officer, servant or employee of City. BISA shall have the exclusive right to control the details of the work or activities performed pursuant to this Agreement and all persons performing same, and BISA shall be solely responsible for the acts and omissions of its officers, agents, employees, subcontractors, and volunteers. Nothing herein shall be construed as creating a partnership or joint venture between City and BISA, its officers, agents, employees, subcontractors, and volunteers; and the doctrine of respondeat superior has no application as between the City and BISA. This Agreement shall inure only to the benefit of the parties to this Agreement and third persons not privy hereto shall not, in any form or manner, be considered a third party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its own contracts or commitments.

### **Article 15. Force Majeure**

**15.01.** Either party may be excused from performance under this Agreement when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, or court order, provided that the non-performing party prudently and promptly acted to take any and

all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. If a party suffers an event of Force Majeure, it shall provide notice of the event to the other party immediately. Subject to this provision, such nonperformance shall not be deemed an event of default.

#### **Article 16. Notice**

**16.01.** All notices required or permitted by this Agreement will be delivered either (i) by certified mail, postage prepaid, effective five days after mailing, or (ii) by hand delivery, effective upon delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

To BISA: BISA, Attn: President, PO Box 52, Burleson, Texas 76097

To City: City of Burleson, Attn: City Manager, 141 W. Renfro, Burleson, Texas 76028

#### **Article 17. Miscellaneous**

**17.01.** This Agreement was approved by the City Council at a duly authorized and lawfully called meeting.

**17.02.** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. This Agreement will remain in effect and will be read as if the invalid, illegal or unenforceable provision was never included in the Agreement. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including without limitation all available appeals, have been exhausted.

**17.03.** This Agreement will be construed under the laws of the State of Texas, and the venue of any lawsuit arising based on a provision of this Agreement shall lie in the state courts of Johnson County, Texas, or the United States District Court for the Northern District of Texas - Fort Worth Division.

**17.04.** In an action to enforce or defend any of the rights or remedies hereunder, the prevailing party shall be entitled to an award of its reasonable attorney's fees, costs, and expenses incurred in connection with such action.

**17.05.** This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

**17.06.** All Parties to this Agreement are represented by legal counsel, and have had the opportunity to discuss the terms of this Agreement with their legal counsel and to negotiate

regarding the terms of this Agreement. It is the intent of the Parties that the terms and provisions of this Agreement shall be construed neutrally, and not against or in favor of a party hereto regardless of whether such party is the drafter of this Agreement.

**17.07.** No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

**17.08.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

**17.09.** The failure of either party to this Agreement to complain of any action, non- action, or default of the other party shall not constitute a waiver of any of such party's rights under this Agreement. Waiver by a party of any right for any default shall not be treated as waiver of any subsequent default or breach of the same or any other obligation.

**17.10.** The Parties hereby acknowledge and agree that City is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the City, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law. The provisions of this section shall survive termination of this Agreement.

**17.11.** This Agreement may be executed by the Parties in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**17.12.** Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

**17.13.** The Parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither Party shall use the other Party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other Party unless agreed to in this Agreement. Any use by a Party, without the written approval of the other Party, of the name, symbols, trademarks or service marks of such other Party shall cease immediately upon the earlier of written notice of such other Party or termination of this Agreement. Each Party hereby grants the other Party the right to use its name, address, and telephone number in connection with the other Party's obligations hereunder.

**17.14.** All information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act ("Act"), and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.

**17.15.** Except as provided in Sections 2.06 and 2.07, neither Party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other Party approves of such assignment, subcontract, or delegation by prior written consent thereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**17.16.** The City may terminate the Agreement immediately if BISA has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

**17.17.** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

**17.18.** Time is of the essence in this Agreement. The parties hereto will make commercially reasonable efforts to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued mutual cooperation.

**EXECUTED** on the respective dates of acknowledgement, to be effective as of the date first set forth above.

**CITY OF BURLESON**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS                   §  
   §  
COUNTY OF JOHNSON         §

      This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of the City of  
Burleson, on behalf of said City.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM:

---

City Attorney

**BURLESON INDEPENDENT SOCCER  
ASSOCIATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS                   §

§

COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of  
Burleson Independent Soccer Association, on behalf of said entity.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit “A”  
Soccer Facilities**

**[insert depictions of area with soccer facilities highlighted]**

## **Exhibit “B”**

### **Field Playability and Closure Standards**

The City of Burleson, through the Parks and Recreation Department (“Department”), reserves the right to cancel or suspend outdoor facility or athletic field use permits for games, practices, and other uses whenever field conditions could result in injury to players or damage to the athletic field. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, irrigation systems related breaks, electrical repairs, vandalism and pesticide applications.

- Under certain circumstances, the Department may declare fields under management contract subject to evaluation by the partnering league/group in *good standing*\*. These fields can be evaluated by the partnering user group representative in good standing prior to game time for playability. Under this circumstance, league representative or approved designee(s) will be *required* to use the following criteria to determine playability on fields they have reserved:
  - **Soccer fields**: Fields will be deemed *unsafe/unplayable* when any of the following conditions are present:
    - Standing water present within the designated play area including out of bounds areas
    - Footing is suctioned to the ground as person walks through play area
    - Footing imprint is greater than 1 inch
    - Turf can shift or be dislodged easily by play
    - Foot prints fill with water in single player position
  - Decisions regarding playability must be made using the above criteria and procedures for field playability.
  - ⊖ If damage is caused to the fields due to play because the playability criteria was not adhered to or followed, the league will lose good standing status and be required to pay for repairs.

*\*Good standing- refers to any athletic field league partner or user who:*

- *Has no record of infraction or violation in the entirety of the previous and current Burleson Parks and Recreation open athletic field season*
- *Does not violate any terms of the field playability and closure standards*
- *Remains current in reservation payment obligations*

Notice: The City reserves the right to suspend or terminate this agreement for the safety of athletic field users as it deems necessary. Any participant who no longer meets the criteria of good standing will be notified and withdrawn from this program.