

LICENSE AGREEMENT

This agreement is made by and between the CITY OF CASTROVILLE (hereinafter called "CITY") and the MEDINA VALLEY SOCCER ASSOCIATION a 501(c)(3) organization (hereinafter called "MEDINA VALLEY SOCCER ASSOCIATION").

WITNESSETH:

WHEREAS League provides athletic opportunities for the youth of the City of Castroville through the promotion and operation of youth soccer programs; and

WHEREAS the City finds the services provided by Association promotes the health, safety, morals, and or general welfare of the residents of the City; and

WHEREAS the City has developed Regional Park Athletic Fields to promote the health, safety, morals, and or general welfare of the residents of the City; and

WHEREAS MEDINA VALLEY SOCCER ASSOCIATION has requested the use of the Regional Park Athletic Fields for its youth Soccer programs and the City has developed a facility use methodology so that Regional Park Athletic Fields are also available to the general public; and

WHEREAS, after consideration at a meeting posted and held in compliance with the Texas Open Meetings Act, the City Council finds that a public purpose is served through the programs herein anticipated and the City's costs shall be recovered only to such extent necessary to ensure the continuation of said programs.

NOW, THEREFORE:

For and in consideration of the following mutual promises and obligations, and for the benefit of the City of Castroville and the health, safety, morals, and/or general welfare of its residents, the parties agree as follows:

ARTICLE 1. GRANT OF LICENSE/CONSIDERATION

1.1 The CITY, for and in consideration of the mutual benefits to the CITY and the MEDINA VALLEY SOCCER ASSOCIATION and the observance of the terms and conditions set forth below, hereby grants permission to the MEDINA VALLEY SOCCER ASSOCIATION to enter upon and use all fields and related facilities at Castroville City Regional Soccer Fields.

ARTICLE 2. USE

- 2.1 The premises shall be occupied and used by the MEDINA VALLEY SOCCER ASSOCIATION MEDINA VALLEY SOCCER ASSOCIATION agrees and specifically understands that this license is confined to the privilege to use the premises set forth herein on a non-exclusive basis and that the premises herein given does not grant the MEDINA VALLEY SOCCER ASSOCIATION any interest or estate in the premises but is a mere personal privilege to do certain acts of a temporary character upon the premises and that the CITY retains dominion, possession, and control of the premises, including access thereto at all times.
- 2.2 MEDINA VALLEY SOCCER ASSOCIATION agrees to provide CITY a schedule of its proposed soccer season(s).
- 2.3 MEDINA VALLEY SOCCER ASSOCIATION agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, State, and Federal laws, ordinances, rules, and regulations and that it will not do or permit to be done anything in violation thereof. If the attention of MEDINA VALLEY SOCCER ASSOCIATION is called to any such violation, MEDINA VALLEY SOCCER ASSOCIATION or those under its control will immediately desist from and promptly correct such violation.
- 2.4 The CITY reserves the right to impose and enforce all necessary and proper reasonable rules for the management and operation of the premises and, in this connection, shall provide the MEDINA VALLEY SOCCER ASSOCIATION with written notice of such rules.
- 2.5 The City hereby grants the MEDINA VALLEY SOCCER ASSOCIATION a non-exclusive license to use the soccer fields to hold and conduct soccer games for youth league play, including league games, practices, playoffs, and tournaments, during the term of the agreement. Approved scheduled use of the soccer fields is subject to closure and interruption by the City for emergency maintenance, inclement weather, or to preserve and maintain public health, safety, and welfare. CITY to provide, at least thirty (30) -forty-five (45) days written notice to MEDINA VALLEY SOCCER ASSOCIATION for all other scheduled events, routine maintenance and repairs, and field closures, if such events, maintenance and repairs, and field closures cannot take place during times that do not interfere or disrupt MEDINA VALLEY SOCCER ASSOCIATION's use of the premises.

ARTICLE 3. TERM

- 3.1 The term of this agreement is from **2024-2029** with seasons running, **February 1st through June 29th (SPRING Season) and August 1st, through December 15th (FALL Season)** unless early termination in accordance with this agreement. MEDINA VALLEY SOCCER ASSOCIATION and City representatives will perform a walkthrough of all facilities to inspect any necessary repairs or maintenance issues that need to be addressed before the start of the term agreement.
- 3.2 Rental Fee: MEDINA VALLEY SOCCER ASSOCIATION shall pay an Athletic Field Rental Fee of Twenty Dollars per participant **(\$20.00/Per Participant) for each season** rental. Such

Rental Fee shall be payable to City not later than **four (4) weeks following close of registration(Spring Season) and four (4) weeks following close of registration(Fall Season).**

ARTICLE 4.
ACCEPTANCE AND CONDITION OF PREMISES

- 4.1 The MEDINA VALLEY SOCCER ASSOCIATION has had full opportunity to examine the premises and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. MEDINA VALLEY SOCCER ASSOCIATION's taking possession of the premises shall be conclusive evidence of MEDINA VALLEY SOCCER ASSOCIATION's acceptance thereof in good order and satisfactory condition, and MEDINA VALLEY SOCCER ASSOCIATION hereby accepts the premises in their present condition as suitable for the purpose for which the license was granted.
- 4.2 MEDINA VALLEY SOCCER ASSOCIATION agrees that no representations respecting the condition of the premises and no promises to alter, repair, or improve the premises, either before or after the execution hereof, have been made by CITY or its agents to MEDINA VALLEY SOCCER ASSOCIATION unless the same are in writing and are contained herein or made a part herein or mutually agreed upon amendment to this agreement.

ARTICLE 5.
LIENS PROHIBITED

- 5.1 MEDINA VALLEY SOCCER ASSOCIATION covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with any improvement, repair, alteration in, on, or about the premises, whether authorized or unauthorized hereunder.

ARTICLE 6.
MAINTENANCE

- 6.1 The CITY OF CASTROVILLE at its sole expense shall, regularly, routinely and as necessary, maintain or cause to be maintained, through the term of this agreement, the grounds of the premises and all improvements in a condition mutually acceptable to the City Administrator and MEDINA VALLEY SOCCER ASSOCIATION.
- 6.2 The MEDINA VALLEY SOCCER ASSOCIATION shall, within its reasonable control, keep the premises free of litter, trash paper, and other waste generated during its use of the premises and shall dispose of same in accordance with CITY policy. The City Administrator or his designee shall have the right to inspect the premises for cleanliness and sanitary conditions at any and all times.

- 6.3 The MEDINA VALLEY SOCCER ASSOCIATION shall promptly NOTIFY THE CITY OF ANY DAMAGE PRIOR TO repair any damage to the premises caused by the use of the premises by the MEDINA VALLEY SOCCER ASSOCIATION or those persons under its control, including replacing any equipment, fixtures, and lights. The MEDINA VALLEY SOCCER ASSOCIATION shall have no duty to repair any damage caused by others whom the CITY has authorized to use the premises. Notwithstanding any contrary provisions herein contained, should the premises be damaged by fire, tornado, or other act of God, the CITY shall be under no obligation to rebuild or repair the premises.
- 6.4 The CITY OF CASTROVILLE will maintain the facilities in good condition through term agreement, including mowing, weeding, irrigation, and not permit the existence of any public nuisances thereon, or such other threats to the public health, safety, welfare, and disruption of regular play.

ARTICLE 7.
CONCESSION

- 7.1 The MEDINA VALLEY SOCCER ASSOCIATION shall have the right to operate a concession for the sale of food, beverages, and similar consumable items. No fee for the right to operate said concession stand may be payable to CITY; all profits generated thereby shall be payable to MEDINA VALLEY SOCCER ASSOCIATION. The MEDINA VALLEY SOCCER ASSOCIATION shall obtain and maintain, at its sole cost and expense, all permits or licenses required for its concession operations hereunder to include the Health Inspection for concessions.
- 7.2 If a third-party vendor approaches the MEDINA VALLEY SOCCER ASSOCIATION, and wishes to sell merchandise and/or food, this vendor shall be directed to contact the CITY for registration and paperwork submission. After registration, the third-party vendor & MEDINA VALLEY SOCCER ASSOCIATION may contract any sales percentages being paid to MEDINA VALLEY SOCCER ASSOCIATION should that be the case.
- 7.3 The CITY reserves the right to prohibit the sale, possession, and/or consumption of alcoholic beverages and tobacco products on the premises if such prohibition is deemed by the City Council at any time in the future to be in the public's interest. This prohibition applies to the fields, concession areas, restrooms, and parking areas.

ARTICLE 8.
PARKING AND ENTRANCE FEES.

- 8.1 Parking and attendance at MEDINA VALLEY SOCCER ASSOCIATION events shall be free and open to the public.

ARTICLE 9.
Compliance with Applicable Laws.

9.1 MEDINA VALLEY SOCCER ASSOCIATION shall comply with all applicable statutes, ordinances, and local regulations concerning the use, condition, and occupancy of the fields and related property, and ensure that players, coaches, and spectators comply with such laws. If history or circumstances warrant, CITY may require MEDINA VALLEY SOCCER ASSOCIATION to hire, at MEDINA VALLEY SOCCER ASSOCIATION 'S sole expense, an off-duty Castroville Police Officer to ensure compliance.

ARTICLE 10.
INDEMNITY AND INSURANCE

10.1 The MEDINA VALLEY SOCCER ASSOCIATION covenants and agrees to fully indemnify and hold harmless the City of Castroville, its members, agents, officers and employees, their successors and assigns, individually or collectively, from reasonable costs and expenses for fines, claims, suits, losses, damages demands, actions or causes of action, or liability of any kind and nature, including but not limited to personal injury or death and property damage, in any way arising out of the execution of this license or in connection with or resulting from MEDINA VALLEY SOCCER ASSOCIATION's negligence or a more culpable act or omission, including recklessness or willful misconduct, in, on or about the premises or in connection with its use of the premises or arising out of any condition of the premises caused by the MEDINA VALLEY SOCCER ASSOCIATION, or by reason of such MEDINA VALLEY SOCCER ASSOCIATION 's breach, violation or nonperformance of any covenant hereof or in any permit. The indemnity herein shall include appropriate protections against the claims and causes of action referred to in the paragraph below. CITY shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, an act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or other matter beyond the reasonable control of CITY, or for any damage or inconvenience which may arise through repair or alteration of any part of the premises, or failure to make repairs from any cause whatever except as results from CITY's sole active negligence. The MEDINA VALLEY SOCCER ASSOCIATION and the CITY shall give prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect either MEDINA VALLEY SOCCER ASSOCIATION and or CITY.

10.2 Excluding any liability for pre-existing environmental conditions relating strictly to the release or threat of release of hazardous substances as that term is defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as that Act and those circumstances existed on the effective date hereof, the MEDINA VALLEY SOCCER ASSOCIATION hereby assumes full responsibility for all claims and causes of action asserted by any person coming upon or using the licensed premises herein, either with or without the consent of MEDINA VALLEY SOCCER ASSOCIATION, including all of the MEDINA VALLEY SOCCER ASSOCIATION's employees or invitees, arising as a result of the use of the premises, including any of said facilities and improvements of MEDINA VALLEY SOCCER ASSOCIATION as well as the presence or condition of all said facilities, improvements, and personal property located or to be located on said premises.

10.2 MEDINA VALLEY SOCCER ASSOCIATION agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement:

TYPE: Commercial (Public) Liability - including, but not limited to, (a) Premises/Operations, and (b) Contractual Liability (insuring indemnity provisions).

AMOUNT: Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000.00 per occurrence or per claim.

MEDINA VALLEY SOCCER ASSOCIATION further agrees that as respects the above-required insurance, CITY shall:

- 1) Be named as an additional insured.
- 2) Be provided with 30 days' advance written notice of cancellation or material change.
- 3) Be provided notice of any insurance claim filed against the policy naming the City as an additional insured.

MEDINA VALLEY SOCCER ASSOCIATION further agrees that with respect to the above-required insurance, it shall provide evidence of insurance to the CITY to satisfy the insurance requirements of this Lease.

ARTICLE 11. **SIGNS**

11.1 MEDINA VALLEY SOCCER ASSOCIATION hereby agrees not to install or display any sign(s) upon the premises without the prior written approval of said sign(s) by the CITY through the City Administrator. MEDINA VALLEY SOCCER ASSOCIATION further agrees to comply with such

design criteria as may be established and amended from time to time by duly authorized CITY authority and to comply with established sign review procedures for proposed new signs.

11.2 MEDINA VALLEY SOCCER ASSOCIATION may erect advertising signs on and around the fields in accordance with these provisions:

- a) No advertising signs shall be permitted on the premises with the exception of advertising signage located on or around the concession building secured by MEDINA VALLEY SOCCER ASSOCIATION. CITY is not responsible for damage, destruction, or vandalism to the advertising signs, except that which is caused by an agent or employee of the CITY.
- b) All advertising signage must be smaller than four (4) feet by ten (10) feet and must be removed and stored by the MEDINA VALLEY SOCCER ASSOCIATION at the end of each gameday/season.
- c) Signs must be constructed professionally and coated with a material to be resistant to normal weather conditions and to resist vandalism efforts.
- d) Signs must be mounted in a manner to withstand high winds and severe weather.

ARTICLE 12. **TERMINATION/REMEDIES**

12.1 Either CITY or MEDINA VALLEY SOCCER ASSOCIATION, **with or without cause**, may cancel this agreement by giving forty-five (45) days prior written notice. However, if this agreement is canceled without cause by the CITY, the CITY shall pay to MEDINA VALLEY SOCCER ASSOCIATION the pro-rata costs of all rebates, refunds, and or reimbursements in connection with and attributed to the cancellation of this agreement, approved and authorized by the City.. Such payment shall be made within ninety (90) days from the date of cancellation. Additionally, any breach or violation by MEDINA VALLEY SOCCER ASSOCIATION of the provisions contained in this agreement which is not cured following ten (10) days written notice thereof to MEDINA VALLEY SOCCER ASSOCIATION shall, at the option of the CITY, be cause for termination of this agreement and/or entitle CITY to seek any remedy which now is or may hereafter be provided at law or in equity, whether or not stated herein. No waiver by CITY of a breach or violation on the part of the MEDINA VALLEY SOCCER ASSOCIATION shall be construed or held to be a waiver of any succeeding or preceding breach or violation of the same or any other provision herein contained.

ARTICLE 13. **REPORTS (SOCCER LEAGUES)**

13.1 The MEDINA VALLEY SOCCER ASSOCIATION shall inform the City Administrator in writing of the current officers of the MEDINA VALLEY SOCCER ASSOCIATION and promptly advise said City Administrator in writing of any changes therein. On each and every anniversary of this agreement and thirty (30) days following termination of this agreement, MEDINA VALLEY SOCCER ASSOCIATION will furnish to the City Administrator a report including the following information:

- a) Value of the physical improvements placed on the property during the term hereof.

- b) Number of volunteers, participants in leagues, teams, and ages of all teams participating in the MEDINA VALLEY SOCCER ASSOCIATION.
- c) Certificate of Insurance (*for the season*).
- d) Names of current board/committee members along with the contact information for the CITY to get ahold of someone at MEDINA VALLEY SOCCER ASSOCIATION.
- e) A financial statement.
- f) MEDINA VALLEY SOCCER ASSOCIATION shall submit to the City Administrator on or before the seventh (7th) day before the season begins the following information:
 - a. A list of all MEDINA VALLEY SOCCER ASSOCIATION's scheduled events at the fields, including but not limited to games, practice games, tournaments, playoffs, with dates and times for such events. Events scheduled after the start of the season or changes to the approved MEDINA VALLEY SOCCER ASSOCIATION schedule must be submitted to and approved by the City Administrator no later than seven (7) days prior to the event.
 - b. The MEDINA VALLEY SOCCER ASSOCIATION's current by-laws and a current certificate of non-profit status
 - c. MEDINA VALLEY SOCCER ASSOCIATION's standard operating procedures policy (S.O.P.)

**ARTICLE 14.
ASSIGNMENT**

14.1 This license is specific to MEDINA VALLEY SOCCER ASSOCIATION, as Licensee, it is non-assignable, and any attempt to assign this license will terminate all privileges granted MEDINA VALLEY SOCCER ASSOCIATION hereunder.

**ARTICLE 15.
CONDEMNATION**

15.1 It is agreed and understood that in the event that the premises are taken, in whole or in part, by any governmental authority other than CITY, this license and all rights or permission to use hereunder shall, at the option of the CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. MEDINA VALLEY SOCCER ASSOCIATION hereby waives all rights to any proceeds of such condemnation.

**ARTICLE 16.
ATTORNEY'S FEES**

16.1 In the event CITY brings any action under this license alleging that MEDINA VALLEY SOCCER ASSOCIATION hereto has defaulted hereunder, and the CITY prevails, the CITY shall be entitled to recover from the MEDINA VALLEY SOCCER ASSOCIATION hereto its reasonable attorney's fees as ordered by a court of competent jurisdiction.

In the event MEDINA VALLEY SOCCER ASSOCIATION brings any action under this license alleging that City hereto has defaulted hereunder, and the MEDINA VALLEY SOCCER ASSOCIATION prevails, the MEDINA VALLEY SOCCER ASSOCIATION shall be entitled to recover from the City hereto its reasonable attorney's fees as ordered by a court of competent jurisdiction.

ARTICLE 17.
SEVERABILITY

17.1 The parties hereto agree that if any clause or provision of this license is determined to be illegal, invalid, or unenforceable under any present or future Federal, state, or local law, including but not limited to the City Code, or City Ordinances of the City of Castroville, Texas effective during the term of this license, then and in that event it is the intention of the parties hereto that the remainder of this license shall not be affected thereby, and it is also the intention of the parties to this license that in lieu of each clause or provision of this license that is illegal, invalid or unenforceable, there be added as a part of this license a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

ARTICLE 18.
AMENDMENT

18.1 No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed and agreed to by the parties hereto.

ARTICLE 19.
NONDISCRIMINATION

19.1 MEDINA VALLEY SOCCER ASSOCIATION covenants that it, or its agents, employees, or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the premises, which said discrimination MEDINA VALLEY SOCCER ASSOCIATION acknowledges is prohibited.

[Signature Page Follows]

EXECUTED THE _____ DAY OF _____, 2024,

MEDINA VALLEY SOCCER ASSOCIATION:

CITY:

BY: _____
 , MVYSA
 League President

BY: _____
 , Mayor

ATTEST:

Debra Howe, City Secretary