

EXHIBIT B
FIELD USE AGREEMENT
BETWEEN CITY OF CARTERSVILLE, GEORGIA
AND SOUTHERN SOCCER ACADEMY

This Field Use Agreement (“Agreement”), is made this ____ day of _____, 2023, between the City of Cartersville, Georgia, a Municipal Corporation of the State of Georgia (“City”), by and through its Parks and Recreation Department (“CPRD”), and Southern Soccer Academy (“SSA”), collectively referred to as “the parties”.

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions upon which SSA may use the City’s multi-purpose fields at Sam Smith Park and the Cartersville Soccer Complex, located at 50 Milner Road, Cartersville GA, for SSA’s youth and adult soccer programs. In exchange for making the fields available at **no-charge**, in return SSA will provide recreational and competitive youth soccer program(s) and an adult soccer program to interested residents of Cartersville and surrounding community upon payment of SSA’s registration fees at SSA-Cartersville.
Note: At this time there is “no-charge” for field usage by SSA, this will be reviewed annually and field usage fees being charged (per CPRD fee schedule, Addendum “B”)
2. **Insurance.** SSA must provide an up-to-date “Certificate of Liability Insurance” with THE City of Cartersville listed as a “Certificate Holder.” Minimum \$1,000,000.00 per occurrence.
3. **Fields.** The fields that are the subject of this Agreement are located at Sam Smith Park, in the Cartersville Soccer Complex and consists of the 5-multi-purpose field(s), Field #1, Ric Mason Field, Field #3, Field #4 and Field #5 for youth soccer and 3 – multi-purpose fields, located on southern end of Sam Smith Park for adult soccer program.
4. **Priority Usage.** The Cartersville School System and the City have an agreement with field usage which allows Cartersville High/Middle School teams to use fields during High School soccer season (Normally January – May). School teams practice on most of the fields, Monday – Friday till no later than 6:00pm. Field #1 is over-seeded each year normally September/October, after field is over-seeded, only High School teams play on that field till High School is over. The CPRD has hosted 2-events at Soccer Complex and expects to continue these events and these events will not interfere with the spring or fall soccer season of SSA.
5. **Road Races** – Soccer Complex parking area/restrooms and adjoining Etowah River Walk is used as the start/end of a certified 5K cross-country race course. During spring/fall soccer season (March – May & September – October) on the 2nd and 4th Saturdays, CPRD allows this course to be used for events. SSA can schedule games beginning at 12:00 noon on these Saturdays and road-race and soccer should not interfere with each other. On the 3rd or 4th Saturday in September, the Atlanta Track Club hosts the Wingfoot XC Classic.

The event date will be assigned by the 1st of each year. On the 3rd or 4th Saturday in November, United Way of Bartow County hosts a Turkey Trot road race. SSA can schedule games beginning at 12:00 noon on this Saturday.

6. **Authorized Field Use.** SSA shall have exclusive use of the Fields for the purpose of conducting its soccer programs during the days and times listed on Addendum “A” attached hereto and incorporated herein. CPRD closes all fields from **all** usage between seasons, except CPRD event(s).
7. **Tournaments/Camps and Other Special Events.** During the spring/fall seasons SSA may host tournaments/camps and/or other special events upon receiving written approval from the Director of the Parks and Recreation Department for the purpose for tournaments/camps and other special events related to its soccer programs, other than during days and times other than those set forth in Section 4/5/6. The Director may condition an appropriate fee (per CPRD fee schedule, Addendum B) for event(s) upon such terms that are deemed appropriate under the circumstances.
8. **Private Lessons.** During SSA exclusive time, Private/Semi-Private instruction/lessons provided for participants of SSA and conducted by coaches/agents of SSA are allowed with the knowledge of CPRD. If additional fees are paid above regular registration fees for these lessons/instruction, CPRD will be paid 20% of the fees, by SSA. No private lessons while fields are closed.
9. **Non-Residence Fee.** SSA will pay CPRD \$20 per player, per season for each player that is a non-resident of the City of Cartersville per City Code of Ordinances, Section 15.13
10. **Security.** Soccer Complex and fields are regularly patrolled by CPRD Park Attendant(s) and by Cartersville Police Officers, but there is not regular security for Soccer Complex or SSA. If there are persistent problems from SSA programs/events, CPRD will require SSA to provide an off-duty Cartersville police officer during games/tournaments/events at the expense of SSA.
11. **Field Painting.** SSA will be responsible for supplying its own paint and equipment, as well as for marking the field for youth soccer program.
12. **Field/Facility Maintenance.** SSA shall be responsible for the cost and performance of any desired over-seeding or partial sod replacement at the fields. CPRD shall be responsible for mowing/aeration/irrigation/turf management and any other maintenance items at the fields/facility. CPRD will clean/stock restrooms each morning. If additional cleaning/stocking is necessary that will be responsibility of SSA (CPRD will provide/stock extra janitorial supplies on-site). If SSA sees a maintenance issue, it must be reported to CPRD Director.

13. **Field Closure/Suspension of Play.** CPRD may close the fields at any time it deems necessary, including for weather or other unfavorable conditions, and except as otherwise set forth herein, will communicate with SSA when the field is closed.
 - A. **Lightning.** All play will be suspended following the first sighting of lightning and may only be resumed upon the passage of 30 minutes without a new sighting of lightning.
 - B. **Thunderstorm Warning/Tornado Warning.** The Field is automatically closed for purposes of this Agreement upon the issuance of a severe weather warning. All persons must leave the fields in an orderly manner. The fields will remain closed until termination of the severe weather warning.
14. **Accident/Incident Report.** SSA shall immediately notify the Parks and Recreation Department in the event of serious injury, death, property damage or vandalism, and in addition a written report documenting the same shall be submitted to the Department the next working day. The written report shall provide details of the incident as well as the names and contact numbers of persons who have witnessed the incident.
15. **Reporting.** SSA will provide the following reports to CPRD main office. Participant #'s, # of participants that reside inside/outside the City of Cartersville, # of participants registered each month, # of participant hours each month, # of volunteer hours each month, participant injuries and a current league schedule of each team(s) playing under SSA-Cartersville
16. **Signs.** SSA may place signage advertising its soccer programs at the Cartersville Soccer Complex upon approval by the Parks and Recreation Department. SSA may place soccer program sponsorship signage at the field and other CPRD locations upon approval by the Parks and Recreation Department. All signs must be removed in a timely manner.
17. **No Vehicle Access.** At no time shall any motor vehicles be operated or parked by any person, including any coaches, upon the fields or any of the service entrances leading to the fields. Motor vehicles may only be operated or parked upon the paved roads and in designated parking areas which are open for such use to the public.
18. **Litter.** SSA is responsible for picking up all litter from the fields and areas immediately surrounding the field, to include without limitation the field's observation areas and will empty trash receptacles in dumpster (provided by CPRD). CPRD will pick-up and empty trash receptacles in parking area.
19. **Alcoholic Beverages.** No alcoholic beverages shall be possessed or consumed upon the premises of any City of Cartersville park facility.
20. **Dogs.** Dogs/pets must always be restrained with leash and are not allowed on the playing fields. Pet owners are required too pick-up and dispose of pet waste.

21. **Immigration Reform Compliance Requirement.** During the entire duration of this Agreement, SSA and all its agents, employees, and contractors, if any, must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Official Code of Georgia Annotated Sections 13-10-91 and 50-36-1.
22. **Hold Harmless.** SSA agrees to hold harmless the City of Cartersville against any and all claims, actions, or suits against it or the City of Cartersville, relating to this Agreement, as a result of the activities allowed hereunder by its employees, invitees, participants, and spectators and agrees to defend the City of Cartersville in the event such claims are made against the City of Cartersville. In addition, SSA will reimburse the City of Cartersville for any and all costs incurred by the City of Cartersville in defending any claims against the City of Cartersville arising out of this Agreement for the performance of this Agreement.
23. **Conduct of Coaches, Parents and Spectators.** SSA is responsible for addressing behavior by its coaches, parents, spectators and participants that is considered harmful to the soccer program and impairs the peaceable use of the Field by the general public. As a condition of using the Field, profanity is not to be tolerated, and in particular, profanity in the presence of children regardless of whether the children are spectators or participants. CPRD has a “Zero-Tolerance Policy” related to behavior of spectators and participants. Both spectators/players will be asked to leave facility.
24. **Americans with Disabilities Act.** The parties agree that this Agreement is subject to the Americans with Disabilities Act of 1990, as amended, and which prohibits discrimination and ensures equal opportunity for persons with disabilities in regard to use of the fields.
25. **Initial Term of Agreement.** This Agreement shall commence on July 1, 2023, and run through June 30, 2024.
26. **Renewal.** This Agreement shall automatically renew annually, unless positive action is taken by CPRD or SSA to terminate Agreement as set out in the Termination section of this Agreement, as required by O.C.G.A. 36-60-13.
27. **Termination.** In the event that SSA fails to abide by any term of this Agreement, and is not able to remedy the failure within a period of 14 days from notification by the CPRD of the failure, or in the event either party shall deem this Agreement to no longer be in its best interests, either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other.
28. **Notice.** Any notice required by this Agreement shall be in writing and served upon the parties at the following addresses:

Southern Soccer Academy
40 Whitlock Place SW, Suite 200
Marietta, GA 30064

City of Cartersville
c/o Parks and Recreation
Attn: Steve Roberts

PO Box 1390
Cartersville, GA 30120

29. **Assignment.** This Agreement may not be assigned.
30. **Governing Law.** The Agreement shall be controlled and governed by the ordinances of City of Cartersville, Bartow County and the laws of the State of Georgia. In addition to the terms of this Agreement, SSA shall conduct itself in accordance with the policies of the CPRD, the ordinances of City of Cartersville, and the laws of the State of Georgia when exercising the privileges conferred by this Agreement.
31. **Entire Agreement.** This Agreement embodies the entire Agreement and understanding between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment, or change to this Agreement will be valid unless the same shall be approved in writing by the parties.