



**CITY OF CARTERSVILLE  
PARKS & RECREATION DEPARTMENT  
AGREEMENT FOR OUTSIDE PROVIDERS**

**THIS IS AN AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2025, between:

**THE CITY OF CARTERSVILLE**, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

**and**

**SOUTHERN SOCCER ACADEMY** hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0  
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **SOCCER LEAGUES (YOUTH and ADULT) and CAMPS/CLINICS** at the following locations: Cartersville Soccer Complex – 152 Milner Road, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

## Parks and Recreation Agreement for Outside Providers

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business except as approved by the CITY. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**) unless approved by the CITY. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the CITY OF CARTERSVILLE BOARD OF EDUCATION as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

## Parks and Recreation Agreement for Outside Providers

- 1.11 All employees, assistants, volunteers, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.
- 1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.
- 1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.
- 1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures, as well as those of the CITY OF CARTERSVILLE BOARD OF EDUCATION, and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.
- 1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.
- 1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and CITY OF CARTERSVILLE BOARD OF EDUCATION harmless.
- 1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.
- 1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.
- 1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

**ARTICLE 2.0**  
**Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

**ARTICLE 3.0**  
**Program Size Minimums:**

3.1 ACTIVE: Program sizes shall meet the minimum requirement of participants for PROVIDER and DEPARTMENT.

**ARTICLE 4.0**  
**Compensation and Method of Payment**

4.1 See Exhibit A and B. The non-resident surcharge is fully payable to the CITY. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

Parks and Recreation Agreement for Outside Providers

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

**ARTICLE 5.0**  
**Independent PROVIDER**

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 6.0**  
**Insurance**

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VT" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

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6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

**ARTICLE 7.0**  
**Term and Termination**

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum (**see Exhibit A Program Enrollment**), the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be re-evaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **December 31, 2025**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

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7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY. The CITY is NOT liable for any fees paid to PROVIDER.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

#### **ARTICLE 8.0** **Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY and the CITY OF CARTERSVILLE BOARD OF EDUCATION, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY, the CITY OF CARTERSVILLE BOARD OF EDUCATION, or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

#### **ARTICLE 9.0** **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

**ARTICLE 10.0**  
**Miscellaneous**

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, Contractor must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - Contractor shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Contractor shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).



Parks and Recreation Agreement for Outside Providers

**IN WITNESS OF THE FOREGOING**, the Parties have set their hands and seal the day and year first written above.

**CITY:**

ATTEST:

\_\_\_\_\_  
JULIA DRAKE, CITY CLERK

BY: \_\_\_\_\_  
MATT SANTINI, MAYOR

**PROVIDER:**

BY: \_\_\_\_\_

NAME: SEAN CHAMBERLAIN

TITLE: SSA OPERATIONS MANAGER

COMPANY: Southern Soccer Academy

[AFFIX CORPORATE SEAL]

NOTARY:

Who is

\_\_\_\_ personally known

or

\_\_\_\_ proved to me based on satisfactory evidence to be the person

who appeared before me

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: 5/4/2025

Parks and Recreation Agreement for Outside Providers

**EXHIBIT "A"**  
**PROGRAM REQUEST FORM**

*Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program***

Name of Program: \_\_\_\_\_

Participant Ages: \_\_\_\_\_

Day/s of the week program is offered: \_\_\_\_\_

Time of Program: \_\_\_\_\_ to \_\_\_\_\_

Program Dates: \_\_\_\_\_ to \_\_\_\_\_

Program Fee: \_\_\_\_\_

Program Enrollment: Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

Materials to be supplied by participants: \_\_\_\_\_

Materials to be supplied by PROVIDER: \_\_\_\_\_

Materials to be supplied by CITY: \_\_\_\_\_

Additional Program Requirements: \_\_\_\_\_

PROVIDER ('s) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

(E-mail): \_\_\_\_\_ (Fax) \_\_\_\_\_

**Minimum Requirements:**

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

**Office Use Only:**

Program Rate: \$ \_\_\_\_\_

# of programs in Session: \_\_\_\_\_

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

This Field Use Agreement ("Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 2025, 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 2<sup>nd</sup> and 4<sup>th</sup> 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 3<sup>rd</sup> or 4<sup>th</sup> Saturday in September, the Atlanta Track Club hosts the Wingfoot XC Classic.

The event date will be assigned by the 1<sup>st</sup> of each year. On the 3<sup>rd</sup> or 4<sup>th</sup> 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: David Archer Jr

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> National Association of Competitive Soccer Clubs dba US Club Soccer 774 S Shelmore Blvd Ste 104 Mount Pleasant SC 29464	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> United States Fire Insurance Company	
	<b>INSURER B:</b> Accredited Surety & Cas Co Inc	
	<b>INSURER C:</b> HDI Global Specialty SE	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 2007626094**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant LL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Sanctioned Event	Y	Y	1-TRE-SC-17-01338515-02	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse & Molestation \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1-TRE-SC-17-01338516-02	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Accident Medical Full Excess Excess Liability	Y	Y	US1929911 HDHX003701251	8/1/2024 8/1/2024	8/1/2025 8/1/2025	Medical Maximum 200,000 Med. Deductible 500 Excess of \$3mm primar 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Certificate Holder is included as an Additional Insured under the General Liability and Excess Liability policies when required by written contract but only with respect to the operations of the Named Insured. The below referenced club is included as a Named Insured per form (IL1201 1185) but only for liability arising directly from participation in an event or activity sanctioned or approved by US Club Soccer. MEDICAL EXPENSE coverage only applies to Spectators at Covered Events and visitors at the National Association of Competitive Soccer Club's office location

This Certificate is issued on behalf of all valid YOUTH US CLUB SOCCER registered and approved players and staff participating with:

Southern Soccer Academy

**CERTIFICATE HOLDER****CANCELLATION**

City of Cartersville 100 Pine Grove Rd Cartersville GA 30120	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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