

USE AGREEMENT

Aaron Farmer (Tuesday Adult Softball 2024) and City of Dripping Springs for Adult Softball Fields

(Sports and Recreation Park)

THIS USE AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and Aaron Farmer an individual (the “user”).

I. RECITALS

- A. Aaron Farmer is an individual whose purpose is to provide for an adult softball league at Sports and Recreation Park for the male league.
- B. Aaron Farmer wishes to enter into a use agreement with the City to allow a male adult softball league to use Sports and Recreation Park Adult Softball Fields for the male league games.
- C. The City desires to contract with. Aaron Farmer and, accordingly, agrees to allow Aaron Farmer. and the male adult softball teams to use the adult softball fields for their games.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties hereto agree as follows:

A. Duties of Aaron Farmer and teams:

- 1. Aaron Farmer is responsible for providing proof of insurance from the ASA/USA Softball or other organizations as provided in Attachment “A”.
- 2. Aaron Farmer is responsible for ensuring payment of field rental fees, including electricity, as listed herein and no later than the second Friday of June or June 20, 2024.
- 3. Aaron Farmer and the teams, will provide all equipment needed for the games as well as providing for and compensating, as needed, scorekeepers and umpires.
- 4. Aaron Farmer and the teams will provide signed waivers for each participant in field use to the City prior to the person’s participation in the league. Electronic copies of the waivers will be accepted, as well as hard copies, so long as hard copies are provided within seven (7) business days of signature. Copies can be provided electronically to Andrew Binz at

ABinz@cityofdrippingsprings.com and in hard copy at City Hall at 511 Mercer Street, Dripping Springs, Texas 78620. Any participant without a signed waiver cannot use the fields.

5. Aaron Farmer and teams shall ensure compliance with all park rules and all direction from City Staff and officials. Any parking outside marked parking places within the designated parking lot shall incur the cost of damage up to \$100 per night. Any deviation from compliance with these rules, including unauthorized parking, can result in immediate suspension or termination of the use agreement without refund other than the deposit if not needed for damages or cleanup.

B. Duties of the City

1. The City will allow User and the male adult softball league to use two fields on Tuesday nights from June 18th to August 13th, 2024.
2. City shall not collect individual fees, hire scorekeepers or umpires, or create schedules for games.
3. City will ensure trash cans are available for use. Any trash outside of the city trash cans at or near the adult softball fields and parking lot will be the responsibility of the user and will result in additional charges or deduction in deposit at a rate of \$50/day.
4. City will ensure lights are usable for each night of play.
5. The fields will be closed during the period of June 24th – July 8th. If contractor allows the fields may be available during this period. Any approval of availability shall be in writing from the City of Dripping Springs to User.

C. Rental Fees and Payment

Total Rental Fees per Season will be as follows:

1. Field Fees: (2 fields x \$20/day x 8 days) = \$320.00
2. Electricity Fees: (use of lighting and scoreboard): (1 fields x \$75/day x 8 days) = \$600.00
3. Total Fees Per Season due to the City of Dripping Springs = \$920.00.

Deposit: (to be used for damage to grass for unauthorized parking, additional cleanup after field use, or any damages): \$200/season.

4. Payment of up to \$50 per day if excessive cleaning is needed after use of field.
5. Additional use of fields shall be subject to City's fee schedule.
6. Payment shall occur in full for each season on or before the second Friday of each season. June 20, 2024

D. Access to Facilities

- a. User shall have access to two fields from 6 p.m. to 10 p.m. every Tuesday Night except for the dates noted in Section B(5).
- b. If there is an emergency such as inclement weather, public health emergency, or an unforeseen circumstance, the City may decide to close the fields or limit access to the Park on impacted days. If the fields or Park are closed, the City will work with the user to reschedule the canceled game during the season.

E. It is understood and agreed between the parties that:

- a. User will maintain its own liability insurance through _____ and will name the City as an additional named insured and provide a copy of such policy prior to the beginning of the terms of this Use Agreement.
- b. It is specifically agreed that nothing herein is intended to convey any real property rights of the fields to the User.
- c. The City assumes no responsibility for any property placed by the User or any User member, agent, participant, or guest, at the fields or in the Park or any part thereof, and the City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of the fields, Park, and related facilities under this Agreement.
- d. The User accepts full responsibility for protecting property and equipment and assumes any and all liability for repairs or replacement necessitated by any damage done to fields, equipment, or other property used by the User.
- e. The User accepts the premises as-is. User may not change any part of the fields or layout of its related facilities unless it receives prior written approval from the Parks and Community Services Director for the proposed changes.
- f. USER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, SERVANTS, AND EMPLOYERS, FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR INCIDENT TO THEIR USE OF, OR THE USE AND

OCCUPANCY OF THE FIELDS BY THE USER OR PARTICIPANTS, AND THE USER DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING THE TERM OF THIS AGREEMENT IN CONNECTION WITH THE USE OR OCCUPANCY OF THE FIELDS BY USER OR ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, MEMBERS, GUESTS, PARTICIPANTS.

- g. The User shall not assign this Agreement, or any rights, obligations, dates, discounts, or entitlements created under this Agreement to any other person or entity.
- h. Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party fourteen (14) day written notice.
- i. This Agreement may be immediately suspended or terminated by the City if any rules, ordinances, or directions are violated by the User, or the User's participants, guests, agents, or members.
- j. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

When delivered personally to the recipient's address as stated in this Agreement; or Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement:

To the City:
City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Spring, TX 78620

To User:
Aaron Farmer

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and the User.

This Agreement shall be effective upon final signing by both parties.

IN WITNESS WHEREOF, The City of Dripping Springs and Aaron Farmer have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:

USER:

Bill Foulds Jr., Mayor

Aaron Farmer

Date

Date