

USE AGREEMENT

SPORTS & RECREATION PARK SOFTBALL FIELDS

This Use Agreement (the **Agreement**) is entered into as of the 13th day of April, 2021, between the City of Dripping Springs (the **City**), Hays County, Texas, a general law city organized and operating under the general laws of the state of Texas and the Dripping Springs Adult Softball Association (**DSASA**), a membership association.

I. RECITALS

- A. The DSASA is a membership association whose purpose is to provide to the adults of the Dripping Springs area recreational sports that encourage cooperation and citizenship.
- B. The DSASA desires that the City allow DSASA to use the Softball Fields at the Dripping Springs Sports & Recreation Park (the **Park**) for its softball league program.
- C. The DSASA and its members contribute to the maintenance and upkeep of the Dripping Springs Sports & Recreation Park.
- D. The City desires to aid DSASA and, accordingly, agrees to allow DSASA to use the Softball Fields for its softball league program.

II. AGREEMENT

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

- A. The City has granted and by these presents does hereby grant to DSASA the right to use the Softball Fields in accordance with the following:
 - 1. The area of use (the **Area**) by DSASA shall be that certain area of land more fully described in *Exhibit A*, known as the Sports & Recreation Park Adult Softball Fields, attached hereto and incorporated for all purposes. The Area shall not include any other area of the Sports & Recreation Park.
 - 2. DSASA use of the Area during the season shall be for DSASA practices, games and relate activities in accordance with a schedule approved by the Parks & Community Services Director.
 - 3. This right of use granted by the City to DSASA shall be for a period of six months beginning on April 13, 2021 2021 and ending October 13, 2021.
 - 4. The DSASA is entitled to exclusive use of the Area during the time period in the schedule approved by the Parks & Community Services Director specified above and during the

time that the Area is actually being used for scheduled practices, games and related activities. The City may allow public use of the Area at all other times.

B. It is understood and agreed between the parties hereto that:

1. DSASA, at its sole cost, will maintain within the Area the Softball Fields and area shown in *Exhibit A* as needed except that the City will provide maintenance through its mowing schedule. DSASA maintenance shall include Park trash receptacles into the Park dumpster at least once a month.
2. It is specifically agreed that nothing herein is intended to convey any real property rights to the Area to DSASA.
3. The City assumes no responsibility for any property placed at or on any part of the Area, 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 occupancy of said Area under this Agreement.
4. DSASA accepts the premises as is.
5. Each member of DSASA that uses the softball fields in accordance with this Agreement shall have on file at the City a waiver of liability.
6. DSASA agrees to keep the Area in a clean and orderly condition at all times and to conduct its business in accordance with all applicable rules, regulations and ordinances promulgated by the City, Hays County and/or the State of Texas.
7. The Area shall be returned to the same condition at the conclusion of each night's use. Equipment necessary for such shall be furnished by DSASA.
8. No signs or other material shall be nailed, tacked, screwed or otherwise physically attached to any part of the Area or Park without the consent of the City Administrator.
9. DSASA and its members covenant and agree to indemnify and hold harmless the City, its agents, servants and employees from and against any and all claims for damages or injuries to person or property arising out of or incident to their use of, or the use and occupancy of, the Area by DSASA and its members, and DSASA and its members do 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 premises by DSASA, its members, its agents, services employees, contractors or subcontractors.

- 10. The City reserves all concession rights within the Area.
- 11. DSASA and its members agree to abide by and conform with all rules and regulations from time to time adopted or prescribed by the City for the governance and management of the Park.
- 12. DSASA shall not assign their contract nor suffer any use of the premises other than herein specified.
- 13. Either party may terminate this Agreement upon the terminating party giving the non-terminating party sixty (60) days written notice of the termination of this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their authorized officers the day and year written below.

CITY OF DRIPPING SPRINGS:

**DRIPPING SPRINGS ADULT
SOFTBALL ASSOCIATION:**

Bill Foulds, Jr., Mayor

Signature-Representative

Date

Date

ATTEST:

Andrea Cunningham, City Secretary