

## USE AGREEMENT

### Logan Lilly 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 Logan Lilly an individual (the “user”).

#### I. RECITALS

- A. Logan Lilly is an individual whose purpose is to provide for an adult softball league at Sports and Recreation Park for the male league.
- B. Logan Lilly 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 Logan Lilly and, accordingly, agrees to allow Logan Lilly 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 Logan Lilly and teams,

- a. Logan Lilly is responsible for providing proof of insurance from the ASA/USA Softball or other organization as provided in Attachment “A”.
- b. Logan Lilly is responsible for ensuring payment of field rental fees, including electricity, prior to league play at the cost of field fees and electricity.
- c. Logan Lilly and the teams, will provide all equipment needed for the games as well as providing for and compensating, as needed, scorekeepers and umpires.
- d. Logan Lilly 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 Mack Rusick at [mrusick@cityofdrippingsprings.com](mailto:mrusick@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.

- e. Logan Lilly and teams ensure compliance with all park rules, all Adult Softball League rules, and all direction from City Staff and officials. shall ensure that no one without a city parking pass will park on the grass adjacent to the fields, but shall use marked parking places. Any parking outside marked parking places shall incur the cost of damage to the grass 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**

- a. The City will allow User and the male adult softball league to use two fields on Thursday nights from March 23<sup>rd</sup> to August 10<sup>th</sup>
- b. City shall not collect individual fees, hire scorekeepers or umpires, or create schedules for games.
- c. City will monitor the field use for compliance and will ensure that the fields are cleaned after each use. City will collect trash in city cans. Any trash outside of city cans will be the responsibility of user and will result in damages charge or deduction in deposit if left behind after field use.
- d. City will ensure fields and lights are usable for each night of play.

## **D. Rental Fees and Payment**

- a. Total Rental Fees per Season will be as follows:
  - 1. Field Fees: (2 fields x \$50/day x 10 days) = \$1,000
  - 2. Electricity Fees: (use of lighting and scoreboard): (2 fields x \$75/day x 10 days) = \$1,500
  - 3. Total Fees Per Season due to the City of Dripping Springs = \$2,500  
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 \$100 per game if excessive cleaning is needed after use of field. Documentation of need for excessive cleaning will be provided to user prior to charge of fee.



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:**  
Logan Lilly

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 Logan Lilly have executed this Agreement on the dates indicated.**

**CITY OF DRIPPING SPRINGS:**

**USER:**

\_\_\_\_\_  
Bill Foulds Jr., Mayor

\_\_\_\_\_  
Logan Lilly

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date