

# Sports Park Pickleball Courts Use Agreement

**Under the direction of Gladstone Area Pickleball's Board of Directors, Gladstone Area Pickleball will be responsible for the following:**

- 1) Maintenance of the fenced in areas of the courts pursuant to the separately executed "Gladstone Pickleball Courts Maintenance Plan".
- 2) Liability associated with operations by Gladstone Area Pickleball members.
- 3) Balls, ball machine(s), and any other property of Gladstone Area Pickleball kept within the facility.
- 4) All aspects of organized court play programming and scheduling. Schedules will be posted at the Snack Shack. "Organized court play programming and scheduling" shall not be defined as a special public event.
- 5) All aspects of tournament play, or special court events. Tournament and special court event schedules shall be submitted to the city and posted at the Snack Shack.
- 6) All revenues earned from Gladstone Area Pickleball member fees, fee-based clinics, Pickleball tournaments, special events, sponsor donations and advertising banners and fees shall be the revenue of Gladstone Area Pickleball.
- 7) Development of a budget surplus for future repairs and capital outlay and improvements. Provide a list of future improvements for approval by the City, when known.
- 8) Manage Pickleball facility entrance security, including a gate lock or code entry system. Facility shall be open from \_\_\_\_ to \_\_\_\_, daily during pickleball season.
- 9) Ensuring "open play" access to public during daylight hours to be agreed to between Gladstone Area Pickleball and the City of Gladstone.

**Under the direction of Parks & Recreation Director, the City of Gladstone will be responsible for the following:**

- 1) Maintenance of areas outside the facility court fences pursuant to the separately executed "Gladstone Pickleball Courts Maintenance Plan".
- 2) Insurance coverage for public facilities, limited to structure fire and liability.
- 3) Water and electricity costs associated with facility use.
- 4) Addition of trash pickup, including those inside the facility, to the Besse Sports Park trash pickup schedule.
- 5) Staffing, stocking and cleaning the Snack Shack during the pickleball season for special public events and/or tournaments. Revenue earned at the Snack Shack shall be revenue of the City.
- 6) Inspection of the facility in the fall and spring. All facilities shall be open to City inspections at City request.

## PUBLIC FACILITY OPERATION:

1. All laws, ordinances and guidelines associated with facility operation are the responsibility of Gladstone Area Pickleball.
2. Courts shall be open for public use by any other individuals when not being utilized by Gladstone Area Pickleball and/or its members covered under this agreement.

3. Public is welcome to participate in Gladstone Area Pickleball “organized court play programming and scheduling” with payment of the annual membership fee or a daily play fee.
4. Balls and ball machine(s) are the property of Gladstone Area Pickleball.
5. Ball machine(s) and court cleaning supplies are accessible to paying members of Gladstone Area Pickleball only.
6. All permanent structures and any new permanent structures that are added are the property of the City of Gladstone. A permanent structure is any structure that cannot be removed without damaging the structure being removed or the structure to which it is attached.
7. All removable equipment and fixtures, specifically nets and net posts, windscreens, fence covers, pavilions benches, tables, trash cans, and sheds are the property of the City of Gladstone.
8. Any services provided by the City that are not outlined will be charged to the appropriate Court users.
9. No facility equipment shall be removed without prior City and Gladstone Area Pickleball approvals.
10. The facility shall not be sub-leased without the expressed prior approval of the Gladstone City Commission. Approval shall be requested by using a special event permit.
11. No property, new or used, shall be used as collateral against any debt.

All maintenance and improvements must be in accordance with the City of Gladstone’s Parks and Recreation Department standards and must comply with master plan and design specifications, if applicable.

**Auto-Renewal:** This Agreement shall automatically renew for successive five (5) year periods (initial contract period is 5 years from the date this agreement is executed as set forth below) unless either party provides the other party with written cause for non-renewal at least 30 days prior to the end of the then-current term.

The Parties involved shall meet annually in the spring to discuss any problems, suggestions, concerns and updates on Use Agreement matters.

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Wendy Taavola, Director - Parks and Recreation

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Date

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Richard Beauvais, Director -Gladstone Area Pickleball

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Date