

**CITY OF JOSHUA, TEXAS
PARKS AND RECREATION DEPARTMENT
ANNUAL FACILITY USE AGREEMENT – 2026**

This Annual Facility Use Agreement (the “**Agreement**”) is entered into on the 1st day of January, 2026, by and between the City of Joshua, a Texas home rule municipality (the “**City**”), and the Joshua Type B Economic Development/Parks Board, a Texas non-profit corporation (Type B EDC/Parks Board) and the Joshua Youth Sports Association, a Texas non-profit corporation (“**JYSA**” or the “**Association**”) regarding the Association’s provision of youth sports activities in the City’s parks system.

WHEREAS, the Association provides a form of recreation for the City through provision of a youth sports league which benefits the members of the public within the City and serves the public interest;

WHEREAS, the City, to benefit the public interest, desires to assist in providing such form of recreation to its residents through provision of recreational facilities for youth sports activities.

WHEREAS, the City desires to enter into an agreement with Association for provision of youth sports activities in the City’s parks system through permitting use of the Facilities, as further defined herein;

WHEREAS, to compensate for maintenance of the city’s park system and in consideration of the mutual promises herein between the city, Type B EDC/Parks Board and the Joshua Youth Sports Association, Agrees to pay to pay the annual fee as further defined;

NOW, THEREFORE, for and in consideration of the mutual promises recited herein, the City and the Association agree as follows:

**ARTICLE 1
DEFINITIONS**

1.01 The term “**Blast Ball**” shall mean a JYSA-administered introductory baseball program. Blast Ball is not a separate season and may not be Expanded, Repeated, or extended without written approval.

1.02 The terms “**All-Stars**” and “**All-Star Programs**” shall mean a post-season representative program consisting of teams and players selected from registered JYSA participants for advancement, exhibition, or representative play beyond regular season competition.

1.03 The terms “**Expand**” or “**Repeat**” shall mean any increase or continuation of an activity beyond what was originally disclosed and approved, including adding dates, weeks, teams, players, or restarting an activity after it concludes. Expansion or repetition without written approval constitutes Unauthorized Use.

1.04 The term “**Field Use**” shall mean any organized, scheduled, supervised, advertised, or Association-related activity occurring on City athletic fields or Facilities, including practices, games, scrimmages, clinics, camps, or events.

1.05 The terms “**Hosting**” and “**Hosted Event**” shall mean any situation in which JYSA schedules, sponsors, facilitates, advertises, provides access to, or allows use of City facilities for teams, players, or organizations that are not registered JYSA teams or players, regardless of label.

1.06 The terms “**Interlock**” and “**Interlocking League Play**” shall mean league competition in which JYSA is a recognized participating league competing against other leagues under a shared governing framework.

1.07 The term “**Litter**” shall mean any trash, debris, or waste generated by Association activities, including but not limited to food waste, wrappers, bottles, peanut shells, sunflower seed shells, or similar materials, regardless of whether sold or provided by JYSA.

1.08 The term “**Off-Season**” shall mean any date outside the defined spring season or fall season listed on “**Exhibit A.**”

1.09 The terms “**Proxy Hosting**” and “**Proxy Use**” shall mean the strictly prohibited use of City facilities by an outside organization, individual, team, or league through JYSA acting as a sponsor, intermediary, facilitator, or nominal organizer.

1.10 The term “**Reclassification**” shall mean any attempt to rename, relabel, or restructure an activity to avoid fees, restrictions, disclosure requirements, or approval requirements (*e.g.*, calling a tournament a scrimmage or practice).

1.11 The term “**Scrimmage**” shall mean a single, non-bracketed game between one (1) registered JYSA team and one (1) approved guest team, conducted on a single day, with no standings, awards, or gate fees. Anything beyond this definition is a Tournament.

1.12 The terms “**Sponsor**” and “**Sponsorship**” shall mean any individual, business, or entity providing financial support, goods, services, or consideration to JYSA in exchange for recognition, advertising, signage, or acknowledgment.

1.13 The term “**Tournament**” shall mean any multi-team bracketed or structured competitive play, regardless of label or format. For the JYSA tournament rate to apply, at least fifty percent (50%) of participating teams AND fifty percent (50%) of participating players must be members of the JYSA interlocking league.

1.14 The term “**Unauthorized Use**” shall mean any Field Use that occurs outside an approved season or reservation as defined in Exhibit A.

1.15 The term “**Written Approval**” shall mean approval documented in writing and communicated via official JYSA group text or email. Verbal approvals, informal conversations, silence, or assumptions are not valid.

1.16 The term “**Written Disclosure**” shall mean submission of required schedules, dates, participants, or scope of use in writing via official JYSA group text or email. Failure to disclose constitutes Unauthorized Use.

ARTICLE II GENERAL TERMS

2.01 Term. This Agreement shall be in effect for a period of one (1) year for calendar year 2026, beginning **January 1, 2026**, and ending **December 31, 2026**. The City will permit Association use of the Facility or Facilities as listed on the schedule (attached hereto as “**Exhibit A**”) for the purpose of organizing and implementing athletic leagues for games to be played on the city owned facilities. Permission under this Agreement for use of the facilities is only granted in accordance with the schedule as defined in exhibit A, which includes off season use.

2.02 Season Schedule. The schedule of Facilities use; dates and times are designated in “**Exhibit A.**” Both parties will review the requested Facilities schedule upon completion, before each individual season begins. The schedule shall be subject to change at the discretion of the City for repairs or field maintenance as necessary. JYSA shall have scheduling rights in accordance with **Exhibit A** attached hereto, for the facilities for the term of this agreement, which included off-season use.

ARTICLE III USE OF FACILITY

3.01 Grant of Use. The City grants the Association, and the Association accepts the priority use of the softball/baseball athletic fields and associated parking at 831 N. Main Street, in Joshua, Texas (“the **Facility**” or “**Facilities**”) according to the terms of this Agreement. The Association agrees to utilize the Facilities to provide youth sports activities, scheduled practice, league games, and tournaments as further defined herein.

3.02 Keys and Access Control. The City may issue key(s) to the Association for and during the use of the Facilities. The keys may not be reproduced or duplicated by the Association. The Association agrees to return all keys to the City within five (5) business days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the Association, the Association agrees to reimburse City for all costs associated with making new key(s) and installing new lock(s). The Association shall be responsible for all keys issued by the city and will issue keys as needed to JYSA officials. JYSA shall provide a list of all people who have been issued keys by the association.

3.03 Scope of Use. The permitted uses of the Facilities by the Association shall be as set forth in this Agreement and must include any and all affiliated associations or individuals that will be using the Facilities pursuant to this Agreement. Use of the Facilities must comply

with the dates, times, games, practices and other purposes expressly set forth in this Agreement. Use of the Facilities is granted as stated in **Exhibit A**.

- (a) Recreational baseball and softball shall be authorized only during the spring and fall seasons and when operated solely as JYSA programs.
- (b) Blast Ball shall be authorized only during the spring and fall seasons and shall be considered part of normal seasonal play and subject to all requirements of this Agreement.

3.04 Limitations on Field Use. Field Use shall be as stated in **Exhibit A**.

3.05 Off Season. All requests for field use received by the city shall be forwarded to JYSA for scheduling.

3.06 Association responsibilities. The Association agrees that it will be solely responsible for the following items:

- (a) The Association is responsible for all trash and Litter generated by its activities, including peanut shells and sunflower seed shells, regardless of whether sold at concessions. All trash and Litter must be removed no later than 12:00 noon the day following an event. Trash shall not be swept, blown, or pushed onto turf or grass. Cans shall be removed from trash bags and placed in on-site dumpsters.
- (b) Restrooms shall be cleaned after each event. The inside and outside of the concession building shall be kept clean and organized.
- (c) All training aids, bases, plugs, and equipment must be removed immediately after use and stored in designated City-approved storage areas. No equipment may be left on turf or grass.
- (d) Infield dirt shall be always raked away from grass and turf edges. Raking toward grass or turf is prohibited.
- (e) Before all games, Association shall chalk the foul lines, properly set up all bases, including cleaning base sleeves and placement of bases, and otherwise prepare the fields for safe play.
- (f) Remove all portable pitcher's mounds to designated storage when not in use. Association shall ensure portable pitcher's mounds are never left on turf or grass.
- (g) During outside spring and fall seasons, remove all inventory and supplies from the concession building, empty all refrigerators, and turn off and leave all icemakers cleaned and drained. Concession buildings shall not be used for storage.
- (h) All sponsor signage, gate fees, or extended light use shall require prior written City approval.

3.07 City responsibilities. The City agrees that it will be responsible for providing the following items during the term of this Agreement:

- (a) Maintenance of the grounds and permanent improvements/fixtures including fields, backstops, fences, buildings, fixed lighting, parking lots, and roadways. The City will provide routine maintenance as staffing, weather, and conditions allow. Maintenance is not guaranteed. In order to adequately maintain and protect the facilities, the City may close fields when conditions require closure. Such conditions may include, without limitation, changes in weather, field conditions, maintenance, safety, City use, or emergencies. Closures do not guarantee make-up dates and do not relieve Association of the responsibilities described in this Agreement.
- (b) Payment for utilities and aforementioned maintenance.

ARTICLE IV. ADMINISTRATIVE REQUIREMENTS

4.01 Association Deliverables. The Association agrees to provide no later than fourteen (14) days prior to the first scheduled event, and updated as necessary:

- (a) Current bylaws.
- (b) Names and contact information for all board members.
- (c) Game and practice schedules (changes must be disclosed as they occur).

Failure to provide required documentation and fees may result in suspension of field privileges. In addition, the Association and the City shall meet both pre-season and post-season to coordinate and/or address any outstanding or administrative issues relating to the season and discuss or resolve any concerns that may arise or have arisen in the performance of the terms of this Agreement.

4.02 Annual Fees. Association hereby agrees to provide annual fees in the total amount of Twenty-Two Thousand dollars and no/100's (\$22,000.00) to the Type B EDC/Park Board, the (annual fee), paid in installments semiannually on May 31, and November 30 of each year. Each installment payment shall be in the amount of Eleven Thousand Dollars and no/100's (\$11,000.00).

Failure to provide correct fee payment pursuant to the terms of this Agreement, constitutes a breach of this Agreement.

4.03 Repairs, Damages to Facilities, Clean-up. The Association agrees to be solely responsible for any and all costs of repairs for damages related to and arising out of the Association's use of the Facilities during the term of this Agreement. If City staff performs cleanup or corrective work due to Association non-compliance with the terms of this Agreement, applicable service fees may be assessed. The Association shall remit payment within thirty (30) days of the completion of the required repair(s) or work.

4.04 Safety Procedures and Park Rules. The Association, including its players, attendees, league officials, employees and volunteers, are required to abide by generally recognized standards of safety, regulations and procedures for the nature of the permitted use of the Facilities, including, without limitation, abiding by all City of Joshua Park rules and ordinances, including any posted rules at the Facilities. All vehicles shall park only in designated parking areas. Smoking is prohibited pursuant to City Ordinances.

ARTICLE V. INSURANCE REQUIREMENTS

5.01 During the term of this Agreement, the Association shall procure and maintain, at its sole cost and expense, a Commercial General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the Association, its agents, representatives, participants, attendees, employees, and volunteers. The Association's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. The Association's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees or volunteers shall be considered in excess of the Association's insurance and shall not contribute to it.

5.02 The City's insurance requirements are as set forth below. A certificate of insurance evidencing all policies and required endorsements issued on the most current State of Texas Department of Insurance approved form, shall be furnished to the City at the time of execution of this Agreement and attached hereto as "**Exhibit B**" and approved by the City before any use of the Facility commences. Updated certificates of insurance shall also be provided by Association to the City at the start of each season. The City shall not issue or re-issue a Facility Permit if updated certificates of insurance are not on file with the City. Unless an exception applies, during the term of this Agreement, Association's insurance policies shall meet the requirements of this Article:

5.03 Types. Association shall have the following types of insurance:

- (a) Commercial General Liability
- (b) Business Automobile Liability if the Association owns any vehicles
- (c) Workers' Compensation if the Association has any employees

5.04 General Requirements Applicable to All Policies. The following general requirements applicable to all policies shall apply:

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims Made" policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits of liability except after thirty (30) days prior written notice has been given to the City of Joshua.

5.05 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) Commercial General Liability insurance shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Limits of liability no less than \$500,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$1,000,000.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City’s review and acceptance.
- (d) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein), Personal & Advertising Liability, and Hired and Non-owned Autos.

5.06 Business Automobile Liability. The following Business Automobile Liability requirements shall apply;

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos. If the Association does not own any vehicles titled in the Association’s name, coverage for hired and non-owned vehicles under the Commercial General Liability policy will be acceptable.

5.07 Certificates of Insurance. The policies set forth above shall contain an endorsement listing the City, its officials, agents, employees and volunteers as Additional Insureds and further providing that the Association’s policies are primary to any self-insurance or insurance policies procured by the City. Waiver of subrogation shall be provided in favor of the City on all policies obtained by the Association in compliance with the terms of this Agreement. Association shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms, to the City’s Representative at the time of execution of this Agreement, attached hereto as “**Exhibit B,**” and approved by the City before use begins.

ARTICLE VI. CRIMINAL BACKGROUND CHECKS

6.01 Association shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the Association’s youth activities. These checks shall be conducted before the beginning of the season for which the individual is first involved and shall be valid for no more than one (1) calendar year. The Association shall employ a reputable company licensed by the State of Texas to conduct such checks unless these checks are conducted by the Association’s state or national sanctioning body. Should an individual be

disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the Association shall prohibit that individual from serving in any official capacity with the Association's activities. Association shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check, and shall be responsible for securing needed waivers from all individuals undergoing a background check which includes the disclosure of information to the City.

ARTICLE VII. INDEMNIFICATION

7.01 THE ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE FACILITY BY THE ASSOCIATION. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE ASSOCIATION, OR ANY THIRD PARTY. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY. THERE SHALL BE NO ADDITIONAL INDEMNIFICATION OTHER THAN SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

ARTICLE VIII. RELEASE

8.01 THE ASSOCIATION HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE ASSOCIATION'S USE OF THE FACILITY WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE. THERE SHALL BE NO ADDITIONAL RELEASE OTHER THAN SET

FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

**ARTICLE IX.
FINANCIAL RECORDS**

9.01 Records. Association shall employ financial management systems that reasonably safeguard its financial resources and ensure that public facilities are not being used to generate profits for individuals or groups. Financial records should be developed and maintained in a way that is accessible and understandable to program participants.

9.02 Right of Inspection. The City shall have the right, as a term of this Agreement, to review and inspect all financial records relating to the operation of the Association and its activities and operations that take place on City facilities. Such records should be maintained in accordance with generally acceptable accounting principles and be submitted to the City within ten (10) days of request.

**ARTICLE X.
TERMINATION**

10.01 This Agreement may be terminated upon the happening of any of the following events:

- (a) A breach by Association of any of the terms or conditions of this Agreement and Association does not cure or make documented reasonable effort to cure in a form acceptable to the City, such failure continuing thirty (30) days after written notice thereof to Association.
- (b) By either party, with or without cause, upon 60 days' written notice to the other party.
- (c) City may elect to immediately terminate this Agreement and suspend all use of the Facilities for Unauthorized Use, prohibited Hosting, Proxy Hosting or Proxy Use, facility misuse, field damage, and key misuse.

**ARTICLE XI.
MISCELLANEOUS TERMS**

11.01 Assignment. This Agreement and the rights and obligations contained herein may not be assigned or sublet by the Association without the prior written approval of the City.

11.02 Compliance with Applicable Law(s). Association agrees it shall comply with all state and federal laws, municipal ordinances, regulations and codes during the term of this Agreement.

11.03 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

11.04 Entire Agreement. This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties. All prior agreements, drafts, policies, and past practices are hereby superseded and void. This

Agreement may only be amended by written instrument approved and executed by both parties.

11.05 Improvements, Alterations, etc. Temporary or permanent alteration of the Facilities is strictly prohibited unless authorized in writing in advance by the City.

11.06 Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

11.07 Severability. If any provision of this Agreement be held to be void or unenforceable under the laws of any place governing its construction or enforcement, this Agreement shall not be void, but shall be construed to be in force with the same effect as though such provision were omitted.

11.08 Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Johnson County, Texas.

11.09 Waiver. No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

[Remainder of Page Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed effective as of the date first above written.

CITY OF JOSHUA, TEXAS,
a Texas Home Rule Municipality

By: _____
Mike Peacock, City Manager

Date Signed: _____

JOSHUA YOUTH SPORTS ASSOCIATION,

a Texas Non-Profit Corporation

By: _____

Name: _____

Title: _____

Date Signed: _____

EXHIBIT A

DEFINED SEASON:

A. Spring Season

January 1 through May 31

B. Fall Season

August 1 through December 31

C. Summer Season

June 1 - -July 31

EXHIBIT B

Certificate of Insurance