



CITY OF JOSHUA, TEXAS

PARKS AND RECREATION DEPARTMENT

ANNUAL FACILITY USE AGREEMENT – 2026

This Annual Facility Use Agreement (“Agreement”) is entered into by and between the **City of Joshua, Texas** (“City”) and the **Joshua Youth Sports Association (JYSA)** (“Association”).

This Agreement is executed once per calendar year and governs only the Spring and Fall seasons defined herein, together with limited accommodations for Blast Ball and All-Star activities as expressly stated. **All prior agreements, drafts, policies, and past practices are superseded and void.**

SECTION 1: TERM OF AGREEMENT

This Agreement shall be effective for **Calendar Year 2026**, beginning **January 1, 2026**, and ending **December 31, 2026**.

Execution of this Agreement does not grant year-round or continuous access to City facilities.

This Agreement is **non-transferable**. The Association may not assign, share, sublicense, or otherwise transfer any field use rights granted under this Agreement.

SECTION 2: DEFINED SEASONS

A. Spring Season

February 1 through May 31

B. Fall Season

August 1 through November 30

C. Off-Season Use

Outside of the Spring and Fall Seasons, **all City-owned fields and facilities are closed to the Association by default.** This prohibition includes practices, games, scrimmages, clinics, camps, training sessions, or any other organized activity.

Any off-season use requires:

- Advance reservation
 - **Written approval via official JYSA group text or email**
 - Payment of all applicable fees
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SECTION 3: AUTHORIZED PROGRAMS

A. Recreational Baseball and Softball

Authorized only during the Spring and Fall Seasons and operated solely as JYSA programs.

B. Blast Ball

- Authorized only during the Spring Season
- Considered part of normal seasonal play
- Subject to all requirements of this Agreement

C. All-Star Programs

- Not a season
 - Permitted only as a limited accommodation
 - Governed by Section 4
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SECTION 4: ALL-STAR DISCLOSURE, SCHEDULING, AND DURATION

All All-Star field use requires **written disclosure via official JYSA group text or email,** including:

- Program start and end dates
- Team and participant rosters
- Requested fields and schedules

Disclosure must be submitted **at least fourteen (14) calendar days in advance.**

All-Star activities:

- May not extend a season
- May not function as tournaments
- May not host outside organizations
- May not be expanded or repeated without written approval

SECTION 5: ELIGIBLE FIELD USE

Field use is limited strictly to:

- Registered JYSA teams
- Registered JYSA players
- Legitimate interlock league play involving JYSA

Proxy hosting or proxy use is prohibited. The Association shall not assign, share, facilitate, sponsor, or otherwise allow use of City fields or facilities by any outside team, league, organization, or individual under the Association's name, scheduling authority, insurance, or reservation, regardless of how the activity is labeled.

Limited Scrimmage Exception

One (1) JYSA team vs. one (1) guest team, single-day, non-bracketed, **pre-approved in writing.**

Any activity exceeding this definition is a **tournament.**

SECTION 6: ADMINISTRATIVE REQUIREMENTS

The Association shall provide the City annually and upon request **no later than fourteen (14) days prior to the first scheduled event:**

- Current bylaws
- Current proof of insurance
- Names and contact information for all board members
- Seasonal schedules (changes must be disclosed as they occur)
- Team rosters and player counts
- **Annual background checks for all board members, coaches, managers, and officials**
- Payment of player fees outlined in Section 8
- An annual financial summary or audit, **if required by the City**, prepared by the Association's treasurer or an independent accountant

Failure to provide required documentation may result in suspension of field privileges.

SECTION 7: REQUIRED ASSOCIATION MEETINGS

A. Pre-Season Meeting

A pre-season coordination meeting shall be held prior to each Spring and Fall Season.

B. Post-Season Meeting

A post-season review meeting shall be held following each Spring and Fall Season.

Failure to attend required meetings constitutes non-compliance.

SECTION 8: FEES

All fees are governed by the City of Joshua Fee Schedule:

- \$20 per player, per sport, per season
- \$80 per field, per day (tournament or special use)
- \$20 per hour for tournament light use
- \$25 per trash can if City empties
- \$75 per hour for loose litter cleanup if City performs

Applicable fees are determined by the **nature of the activity**, not by how the activity is labeled. Reclassification, proxy hosting, or fee avoidance constitutes a material breach.

SECTION 9: JYSA RESPONSIBILITIES – CLEANLINESS & FIELD CARE

A. Trash and Litter

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.

Trash shall not be swept, blown, or pushed onto turf or grass.
Trash bags shall be removed from cans and placed in on-site dumpsters.

B. Restrooms and Concession Areas

Restrooms shall be cleaned after each event.

The inside and outside of the concession building shall be kept clean and organized.

C. Cleanup Deadline

All trash and litter must be removed **no later than 12:00 noon the day following an event.**

D. Training Aids and Equipment

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.

SECTION 10: FIELD MAINTENANCE – GAME PREPARATION

A. Infield Dirt Management

Infield dirt shall be raked **away from grass and turf edges at all times.**

Raking toward grass or turf is prohibited.

B. Game Preparation

The Association shall:

- Chalk foul lines
- Set bases properly
- Clean base sleeves prior to placing bases
- Prepare fields for safe play

C. Pitcher's Mounds

Portable mounds shall be moved to designated storage when not in use.

Pitcher's mounds shall never be left on turf or grass.

D. City Maintenance Disclaimer

The City provides routine maintenance as staffing, weather, and conditions allow. Maintenance is not guaranteed and does not authorize additional use or relieve the Association of its responsibilities.

E. Field Closure

The City may close fields when conditions require closure, including weather, field conditions, maintenance, safety, City use, or emergencies. Closures do not guarantee make-up dates and do not relieve Association responsibilities.

SECTION 11: SERVICE FEES & COST RECOVERY

If City staff performs cleanup or corrective work due to Association non-compliance, applicable service fees may be assessed.

SECTION 12: CONCESSION BUILDING – OFF-SEASON STORAGE

Outside Spring and Fall Seasons:

- All inventory and supplies must be removed
 - The building may not be used for storage
 - Empty refrigerators and ice makers may remain
 - Ice makers must be turned off and drained
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SECTION 13: FACILITY KEYS & ACCESS CONTROL

Keys may be issued, at the City's discretion, only to:

- President
 - Baseball Director
 - Softball Director
 - Concession Manager
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Any other key access requires **written City approval via official JYSA group text or email.**

SECTION 14: PARK RULES & CONDUCT

- Vehicles shall remain in designated parking areas
- **No smoking within fields or facilities covered by this Agreement**

- All posted rules shall be followed
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SECTION 15: SPONSOR SIGNS, GATE FEES & LIGHT USE

Sponsor signage, gate fees, or extended light use require prior written City approval.

SECTION 16: INSURANCE

The Association shall maintain:

- \$1,000,000 Commercial General Liability coverage
- City named as Additional Insured
- Carrier rated A:VII or better

Failure to maintain coverage results in immediate suspension.

SECTION 17: INDEMNIFICATION

The Association shall indemnify and hold harmless the City of Joshua, its officials, and employees from all claims arising from Association activities, to the extent allowed by Texas law.

SECTION 18: DEFAULT & ENFORCEMENT

Non-curable defaults include unauthorized use, prohibited hosting, proxy hosting or proxy use, fee avoidance, facility misuse, field damage, and key misuse. The City may immediately suspend or terminate privileges.

SECTION 19: NO VERBAL OR PAST PRACTICE DEFENSE

Past practices, informal permissions or verbal communication do not modify this Agreement. Only written approvals via official JYSA group text or email are valid.

The City may amend this Agreement as necessary, and any amendment shall be made in writing and provided to the Association for inclusion as part of this Agreement.

SIGNATURES

City of Joshua, Texas

Parks Manager _____ Date _____

City Manager _____ Date _____

Joshua Youth Sports Association

President _____ Date _____

APPENDIX A

DEFINITIONS AND INTERPRETATION (CONTROLLING)

The following definitions apply throughout this Agreement. Capitalized terms used in this Agreement shall have the meanings set forth below. If a conflict exists between common usage and these definitions, **these definitions shall govern.**

Authorized Programs

Programs expressly permitted under the Agreement, limited to recreational baseball, recreational softball, Blast Ball (Spring Season only), and approved All-Star activities. Any activity not expressly authorized is prohibited.

See: Sections 3, 4, 5, 8

Authorized Use

Field or facility use that:

1. Occurs during an approved Spring or Fall Season or approved off-season reservation;
2. Involves only registered JYSA teams and players or approved interlock play; and
3. Has received all required written approvals.

See: Sections 2, 5, 8, 19

Blast Ball

A JYSA-administered introductory baseball program conducted **only during the Spring Season**. Blast Ball is not a separate season and may not be expanded, repeated, or extended without written approval.

See: Sections 3(B), 5, 19

All-Stars / All-Star Programs

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.

See: Sections 3(C), 4, 5, 19, 20

Expand or Repeat

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.

See: Sections 2(C), 4, 19

Field Use

Any organized, scheduled, supervised, advertised, or Association-related activity occurring on City athletic fields or facilities, including practices, games, scrimmages, clinics, camps, or events.

See: Sections 2, 5, 9, 19

Hosting / Hosted Event

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.

See: Sections 5, 15, 19

Interlock / Interlocking League Play

League competition in which JYSA is a recognized participating league competing against other leagues under a shared governing framework.

See: Sections 5, 8, Appendix (Tournament)

Litter

Any trash, debris, or waste generated by Association activities, including food waste, wrappers, bottles, peanut shells, sunflower seed shells, or similar materials, regardless of whether sold or provided by JYSA.

See: Sections 9(A), 9(C), 11

Off-Season

Any date outside the defined Spring Season or Fall Season.

See: Sections 2(C), 12, 19

Past Practice

Any prior action, permission, tolerance, or pattern of conduct occurring before or outside the current Agreement. Past practice does not create authorization, modify this Agreement, establish precedent, or waive requirements.

See: Sections 2(C), 20

Proxy Hosting / Proxy Use

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.

See: Sections 5, 15, 19

Reclassification

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).

See: Sections 4, 5, 8, 19

Scrimmage

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.

See: Sections **5, Appendix (Tournament)**

Sponsor / Sponsorship

Any individual, business, or entity providing financial support, goods, services, or consideration to JYSA in exchange for recognition, advertising, signage, or acknowledgment.

See: Section **15**

Tournament

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.**

See: Sections **5, 8, 15, 19**

Unauthorized Use

Any Field Use that:

- Occurs outside an approved season or reservation;
- Exceeds approved scope or duration;
- Lacks required written approval or disclosure;
- Involves hosting, proxy hosting, or reclassification; or
- Otherwise violates this Agreement.

See: Sections **2, 4, 5, 19**

Written Approval

Approval documented **in writing** and communicated **via official JYSA group text or email.**

Verbal approvals, informal conversations, silence, or assumptions are not valid.

See: Sections **2(C), 4, 5, 15, 20**

Written Disclosure

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.

See: Sections 4, 6, 20

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