



KING RECREATION ACRES AGREEMENT

THIS AGREEMENT, is entered into this ____ day of _____, 2026 by and between the City of King, a North Carolina municipal corporation (the “City”) and _____, a North Carolina corporation (the “Organization”).

Background and Purpose

WHEREAS, the City owns and operates a recreation facility and concession area known as King Recreation Acres (the “Facility”):

WHEREAS, the organization desires to use the Facility in connection with sporting events sponsored by the Organization; and

WHEREAS, the parties hereto desire that the use of the Facility be subject and conditioned upon the terms herein.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. **Right to Use Facility.** The City hereby grants the Organization the non-exclusive right to use the Facility in connection with sporting events sponsored by the Organization.
2. **Scheduling of Organization’s Events.** At least 30 days prior to the commencement of each sporting season (the “Season”), the Organization shall furnish to the City a schedule of anticipated dates and times for use by the Organization for team practices and games (the “Schedule”). Unless the city notifies the Organization of objections to the Schedule Within fifteen (15) days after receipt of the Schedule, the Schedule shall Be deemed approved by the City and the Organization shall have first Priority on use of the Facility on the dates and times provided in the schedule. The City may schedule events and uses of the Facility on the duties or times that the Organization is not using the Facility as determined by the Schedule. The Organization may use the Facility on dates and times not reflected in the Schedule provided there is not a previously scheduled event. The City reserves the right to cancel or postpone events due to inclement weather and/or unsafe conditions.
3. **Term.** The term of the Agreement shall commence the first day of _____, and shall end **December 31st, 2026**. The Agreement may be renewed by mutual written consent between the Organization and the City for successive one-year periods.
4. **Concession Rights.** For all scheduled events of the Organization, the Organization shall have the exclusive right to sell concessions within **The Facility, and a flat fee of \$1500.00 will be due to the City of King for use of the facility,**

The Organization, however, shall be responsible to sell concessions at any event in which concessions are required or need to be sold, as determined by the City.

5. FEES. In exchange for the use of the Facility and the Concession Rights, Organization agrees to pay the city a user fee at the rate set by City Council from time to time. The parties acknowledge that the City Council Has implemented differential rates effective July 1, 2025, and new rate implemented as of January 1st, 2026. These rates are as follows \$12.00 per player/per season for city residents and \$15.00 per player/ per season for non-city residents. Such fee shall be paid by the Organization to the city within fifteen (15) days after the Organization's first scheduled event for the season.

Total # of Players inside city limits _____ x \$12 = Cost _____.

Total # of Players outside city limits _____ x\$15 = Cost _____.

Rental Fee of Concession Stand through Contract Duration = _____

Total Amount Owed: _____.

6. Reimbursement of Expenses. In addition to the player fee described Above, the Organization agrees to reimburse the City for all charges for Electricity and gas used at the Facility during the Season attributable to the Organization within thirty (30) days of request for reimbursement by the City. The City shall provide water and sewer at the Facility. **The organization shall pay \$750.00 to reimburse the City for expenses of ball field lime. This payment will be due in conjunction with the concession stand fees as outlined in section 4 of this agreement.** If, during the course of Season, an event is scheduled at the Facility that uses electricity or gas, the Organization shall receive a reasonable credit from the City for the use of gas and electricity attributable to such other entity. Such credit shall be determined in the discretion of the City Manager or his designee, who shall consider the time the Facility was used by the Organization compared to other users for the billing period in question and any other factor that may be reasonably used to assess the relative consumption of the utility in question by the Organization compared to other users.
7. Maintenance of Facility. The City shall maintain the Facility in good proper working order, and shall provide maintenance to the facility that is consistent with maintenance provided by the City to other public areas within the City of King. Nothing herein shall be deemed to require the City to make structural repairs or capital improvements to the Facility, as Such repairs and improvements are subject to the consideration and Approval of City Council on a case-by-case basis.
8. Cleanliness of Facility and Concession Area. The Organization agrees that after each of its events, it will clean the Facility to ensure that it is rid of trash and litter. The City shall maintain the restroom area the the Concession building in compliance with state sanitation laws, and any local ordinances concerning the same.
9. Relationship between Parties. It is mutually agreed and understood that the Organization, in organizing the activities and events at the Facility is at all times acting and performing on its own behalf and is not affiliated with the City except as provided herein, the City shall neither have nor exercise any control or direction over the method and means by which the Organization implements its policies

or conducts its business, except to the extent that such conduct is unlawful. The parties do not intend that the Agreement create between them the relationship of employer-employee, joint venture, or partnership, either expressly or by implication.

10. Indemnification. The Organization agrees to indemnify and hold the City harmless from and against any liability or alleged liability (including reasonable attorney's fees and expenses) arising out of the Organization's activities at the Facilities.
11. Organization's Covenants. During the term of this Agreement, the Organization covenants and warrants that it will:
 - (a) Maintain insurance on its players and general liability insurance in amounts approved by the City;
 - (b) Submit, prior to the commencement of each Season, team rosters, including the names of players and coaches, for each of the Organization's teams,
 - (c) Submit, prior to the commencement of each Season, names of the officers of the Organization, and the names of those persons of the Organization who are authorized by the Organization to act on its behalf.
 - (d) Submit, prior to the commencement of each Season, current financial statements for the Organization for the most recent period then ended.
 - (e) Submit, prior to the commencement of each Season, certificates of insurance showing that the organization and its players are properly insured for the duration of the Season. Additionally, every insurance policy issued in accordance the provisions of this Agreement shall contain a provision that the insurance company shall give the City Manager not less than thirty (30) days written notice prior to any cancellation, reduction in coverage or other material change in policy.
12. Default by Organization. In the event the Organization does not pay any Sum due, or abide by any of the above mutual promises and/or covenants as provided hereunder within 15 days after written notice from the City that such sum is due, or otherwise default of said mutual promises and/or covenants hereunder and such default is not cured within 15 days of written notice of such default, the City shall have the right to:
 - (a) suspend play at the Facility by the Organization.
 - (b) declare any and all debt or obligations then owed by the Organization immediately due and payable, and such obligation shall commence bearing interest at the rate of 12% per annum, and the City shall be entitled to recover from the Organization any costs of collection, including reasonable attorneys' fees; and
 - (c) terminate the agreement. Notwithstanding the Notice provision provided above, if the facility is not kept in a clean or safe condition, the City can suspend play at the Facility without prior notice to the Organization. Such suspension shall remain effective until the unclean or unsafe condition is remedied.
13. Termination Without Cause. This Agreement may be terminated at any Time by the Organization upon 15 days written notice to the City. The City may terminate this Agreement, without cause, only upon notice to the Organization which shall become effective the later of (1) the conclusion of the Season for which a schedule has been submitted and approved, or (2) sixty (60) days.
14. Notices. All notices, requests, demands, and other communications which are required or permitted to be given or made under this Agreement by the parties shall be given or made in writing and shall be deemed to be properly given or made by hand

delivery, or if sent by United States first class mail, postage prepaid, addressed as follows:

City of King
Attn: City Manager
P.O. Box 1132
King, NC 27021

Any such address may be changed at any time upon written notice of such change sent by the means stated above to the other party by the party affecting the change.

15. Severability. Should any one or more of the provisions of this Agreement Shall be determined by a court of competent jurisdiction to be invalid, the invalidity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest effect permitted by law.
16. Successors. This agreement shall not be assigned by one party without Consent of the other.
17. Entire Agreement. This Agreement constitutes the entire agreement Between the parties with respect to the subject matter hereto, and may not be changed, modified, or amended, except by an instrument in writing signed by the party against whom such change, modification, or amendment is asserted.
18. Authority. The City and Organization each represent and warrant that They are duly organized, validly existing, and in good standing under the laws of the State of North Carolina, and that they have the full authority to execute and deliver this Agreement and perform their respective obligations, duties, and responsibilities hereunder.
19. The City will provide marking lime or marking paint as the staff of the City of King deems necessary.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF KING

By: _____

ATTEST:

Nicole Branshaw– City Clerk

ORGANIZATION:

(Name)

By: _____