

## FIELD USE AND INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

This AGREEMENT is made on this 26 day of February, 2024 by and between the MADISON HEIGHTS LITTLE FOOTBALL LEAGUE CORPORATION, a non-profit (I.R.S. Section 501(c)(3)) organization whose address is P.O. Box 71143, Madison Heights, Michigan, 48071 (hereinafter "LITTLE FOOTBALL") and the CITY OF MADISON HEIGHTS, a Michigan Municipal Corporation, whose address is 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 (hereinafter "CITY"). In this Agreement, either LITTLE FOOTBALL and/or the CITY may also be referred to individually as a "Party" or jointly as "Parties."

WHEREAS, LITTLE FOOTBALL desires to use City Park Land for the purpose of conducting a football program; and;

WHEREAS, the CITY deems it to be in the public interest to promote recreation, including football in its park system under the conditions as hereinafter set forth; and,

WHEREAS, the parties do hereby covenant and agree as follows:

**NOW THEREFORE**, the CITY, for and in consideration of the covenants to be performed by LITTLE FOOTBALL, does hereby permit LITTLE FOOTBALL to use certain fields located in certain parks as hereinafter described for the sole purpose of football games, practices, and scrimmages, cheerleading practices, football camps, and a picnic (pursuant to the City's Uniform Insurance Requirements for Special Events, when applicable). The parks to be used by LITTLE FOOTBALL for aforementioned events are: Huffman.

### TERM

The term of this Agreement shall begin January 1, 2024 through December 31, 2028. Specific dates for the use of said fields within the parks by LITTLE FOOTBALL are hereinafter set forth and the same may be modified from time to time upon mutual consent of the parties hereto: August 1, 2024 – November 15, 2028.

### COVENANTS OF ASSOCIATION

LITTLE FOOTBALL does hereby covenant and agree with the CITY that LITTLE FOOTBALL will::

1. Submit a completed game/practice schedule of all park usage to the Recreation Supervisor or designee prior to July 15, or as otherwise agreed to between the parties; and,
2. Use and occupy said parks in a careful and proper manner and in particular shall not permit any vehicles to be driven on turf unless supervised by a designated employee from the Department of Public Services; not permit the use of loud speaker system, unless approved by Director of Public Services or designee; and shall not erect or place any buildings, tents, mobile carts, or similar facilities without written permission from the Director of Public Services or designee; and,
3. Not use or occupy said parks for any unlawful purpose; and will conform and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the parks; and

4. Indemnify, defend and hold harmless the CITY, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns from any and all claims made by any third party and all losses, expenses, damages, costs, and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense, to the extent arising, out of or related to the negligence or willful misconduct of LITTLE FOOTBALL in the use of fields and equipment owned by the CITY (e.g., bleachers) for football practice, games and events during the term of this Agreement. In the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the CITY, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the above-referenced activity, during the term of this Agreement, LITTLE FOOTBALL hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses, LITTLE FOOTBALL'S indemnity hereunder will not apply to the extent such claims, losses, expenses, costs or liabilities arise out of or are related to the CITY's negligence or willful misconduct; and,
5. Agrees that sponsored football events run by a third party will require City Council approval (to be requested by LITTLE FOOTBALL) and will require an executed and notarized Indemnification, Defend, and Hold Harmless Agreement from the third party vendor; and,
6. Agree to maintain with the CITY a valid Certificate of Insurance (Acord) including coverages and limits as required by the City's Risk Manager and naming the CITY as an additional insured for the purpose of the activities contained in this Agreement; and,
7. Leave the park, at the expiration or prior termination of this Agreement and any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted; and,
8. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this Agreement RESERVED; and,
9. Provide supervision, officiating, concessions, and equipment (e.g. uniforms, balls, pads, helmets) to perform the activities contained in this Agreement and to take reasonable measures to insure the safety of participants and the public. LITTLE FOOTBALL agrees to move any equipment as requested by the Director of Public Services or designee; and,
10. Obtain and maintain any and all required health and safety permits pertaining to the operation of the park shelter building concession at Huffman Park; and,
11. Open and close the Park Shelter Building restrooms when the Park Ranger is not available; and,
12. Turn on and turn off the lighting for night games and practices when the park ranger is not available; and,
13. Provide routine cleaning, maintenance and upkeep of the Huffman Park Shelter Building; and,
14. Assist the CITY in its effort to adequately maintain the fields they are assigned. This assistance may include but not be limited to volunteer labor, donation of materials, and financial assistance not to

exceed \$1,000 for such maintenance as re-sodding, top dressing, aeration, fertilization and overseeding; and,

15. Restrict use of certain parks or portions thereof if requested by the CITY to facilitate field maintenance, provided that CITY will perform such maintenance so as to not minimize and disturb LITTLE FOOTBALL's use of the Park; and,
16. Agrees to educate participants regarding the need to obey all parking and traffic control requirements at and around the Park; and,
17. Agrees that all volunteers, including coaches, officials and referees, have received sufficient training by LITTLE FOOTBALL and have passed background checks performed by LITTLE FOOTBALL to ensure the safety and welfare of all participants, spectators, and others involved in LITTLE FOOTBALL's program.
18. Maintain proper Concussion Awareness Training and accompanying records as set forth by State of Michigan Public Acts 342 & 343 of 2012.
19. If an event is held at the CITY'S fields and is run by a third party that provides revenue back to LITTLE FOOTBALL, LITTLE FOOTBALL shall reimburse the CITY for all costs incurred by the CITY to support such event. LITTLE FOOTBALL agrees to disclose the revenue percentage split with the third party by providing the CITY with a copy of LITTLE FOOTBALL'S operating and/or financial agreement with the third party.
20. Provide payment in the amount of \$1,000.00 for field use as set forth by the CITY at the end of each season in a timely manner as requested by the city.

#### **COVENANTS OF CITY**

The CITY does hereby covenant and agree with LITTLE FOOTBALL that the CITY will:

1. Maintain the fields used by LITTLE FOOTBALL, including mowing, fertilization, weed control, lining/stripping, and seeding or re-sodding, if needed; and,
2. Provide lighting for night games and practices; and,
3. Provide keys for the Park Shelter Building at the beginning of the season and unplugging all appliances at the end of season; and,
4. Turn on and turn off the lighting for night games and practices when the park ranger is available; and,
5. Providing equipment storage in the Huffman Park Shelter Building; and,
6. Open and close the Park Shelter Building restrooms when the Park Ranger is available; and,
7. Schedule other park users so as to minimize the potential for conflict with LITTLE FOOTBALL activities during the periods specified above under TERM. In the event of a conflict, the CITY will make a good faith effort to find an alternative location for LITTLE FOOTBALL; and,
8. The CITY reserves the right to determine who may use the parks outside normal use by LITTLE FOOTBALL.

## MUTUAL COVENANTS

It is mutually agreed by and between the CITY and LITTLE FOOTBALL that:

1. This Agreement and all covenants and provisions herein contained shall not be assigned by LITTLE FOOTBALL to a third party without the expressed written consent of the CITY inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under LITTLE FOOTBALL in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
2. These agreed upon parks are owned and held by the City of Madison Heights for the use and benefit of the general public, and should the CITY determine that said parks are needed for any purpose whatsoever, the CITY shall have the right and privilege of canceling and terminating this Agreement upon giving to LITTLE FOOTBALL ninety (90) days notice in writing of its intentions to cancel and terminate this Agreement. LITTLE FOOTBALL also shall have the right and privilege of canceling and terminating this Agreement upon giving the CITY ninety (90) days notice in writing of its intentions to cancel or terminate this Agreement; and,
3. If LITTLE FOOTBALL shall at any time be in default in the performance of any of the covenants or provisions of this Agreement, and LITTLE FOOTBALL shall fail to remedy such default within fourteen (14) days after written notice thereof from the CITY, it shall be lawful for the CITY to cancel this Agreement, and thereupon this Agreement and everything herein contained in the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from LITTLE FOOTBALL all damages due up to the time of such entry; in case of any such default and entry by the CITY, the CITY may reschedule usage of said parks for the remainder of said term.
4. Nothing contained herein, including the indemnity provisions stated above, shall constitute a waiver of governmental immunity or other defenses to claims or lawsuits alleged by any person or entity.
5. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.
6. This Agreement contains the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties. This Agreement shall not be changed or supplemented orally. If any provision(s) of this Agreement shall be found to be invalid or unenforceable, the remainder shall not be affected.

**IN WITNESS THEREOF**, the parties hereto have hereunto signed this Fields Use and Indemnification, Defend, and Hold Harmless Agreement this 26 day of February, 2023.<sup>#4</sup>

**MADISON HEIGHTS LITTLE FOOTBALL LEAGUE CORPORATION ("LITTLE FOOTBALL")**

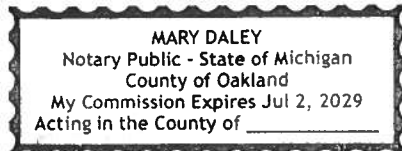
By: \_\_\_\_\_

Jason Hodgson  
President

\_\_\_\_\_  
Witness

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

On this 26 day of February, 2023, before me, a notary public in and for said County and State, personally appeared the above named Jason Hodgson, President of Madison Heights Little Football League to me personally known, who being by me duly sworn, did say that he has read the foregoing Field Use And Indemnification, Defend And Hold Harmless Agreement, that the same was explained to him by their representatives, and that he fully understands the contents thereof, and that he has signed said Field Use And Indemnification, Defend And Hold Harmless Agreement as his own free act and deed and on behalf of the aforesaid organization.



Mary Daley, Notary Public

Oakland County, Michigan  
acting in the County of Oakland

My Commission expires: July 2, 2029

**CITY OF MADISON HEIGHTS ("CITY")**

By: \_\_\_\_\_

Roslyn Grafstein  
Mayor

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Cheryl Rottman  
City Clerk

\_\_\_\_\_  
Witness