

FIELD USE AND INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

This AGREEMENT is made on this ____ day of _____, 20__ by and between the MADISON HEIGHTS YOUTH SOCCER ASSOCIATION, a non-profit (I.R.S. Section 501(c)(3)) organization affiliated with Michigan State Youth Soccer Association whose address is 30943 Iroquois, Warren, Michigan 48088 (hereinafter "MHYSA") 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 MHYSA and/or the CITY may also be referred to individually as a "Party" or jointly as "Parties."

WHEREAS, MHYSA desires to use City Park Land for the purpose of conducting a soccer program; and;

WHEREAS, the CITY deems it to be in the public interest to promote recreation, including soccer 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 MHYSA, does hereby permit MHYSA to use certain fields located in certain parks as hereinafter described for the sole purpose of soccer games, practices, and scrimmages. The parks to be used by MHYSA for aforementioned events are: Civic Center, Edison, and Rosie's. The Youth Soccer Complex shall be governed under a separate agreement.

TERM

The term of this Agreement shall begin January 1, 2025 through December 31, 2028. Specific dates for the use of said fields within the parks by MHYSA are hereinafter set forth and the same may be modified from time to time upon mutual consent of the parties hereto: April 1 — November 15.

COVENANTS OF ASSOCIATION

MHYSA does hereby covenant and agree with the CITY that MHYSA will:

1. MHYSA agrees to submit a completed practice and game schedule of all park usage to the Recreation Supervisor or designee prior to the start of the season (March 31 and August 31).
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 the 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 and hold harmless the CITY, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns from any and all liability arising, directly or indirectly, from the use

of fields and equipment owned by the CITY (e.g., bleachers) for soccer 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, MHYSA 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 related thereto. Notwithstanding the foregoing, this Field Use and Indemnification, Defend and Hold Harmless Agreement excludes the sole acts and/or the sole omissions to act on the part of the CITY; and,

5. Agree that MHYSA sponsored soccer events run by a third party will require City Council approval (to be requested by MHYSA) 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; and,
9. Provide supervision, officiating, and equipment (e.g. uniforms, balls, pads) to perform the activities contained in this Agreement and to insure the safety of participants and the public. MHYSA agrees to move any equipment as requested by the Director of Public Services or designee; and,
10. Assist the CITY in their 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 for such maintenance as re-sodding, top dressing, aeration, fertilization and overseeding; and,
11. Restrict use of certain parks or portions thereof if requested by the CITY to facilitate field maintenance; and,
12. Agree to educate participants regarding the need to obey all parking and traffic control requirements at and around the Park; and,
13. Agree that all volunteers, including coaches, officials and referees, have received sufficient training by MHYSA and have passed background checks performed by MHYSA to ensure the safety and welfare of all participants, spectators, and others involved in MHYSA's program.
14. Maintain proper Concussion Awareness Training and accompanying records in accordance with State of Michigan Public Acts 342 & 343 of 2012.
15. If an event is held at the CITY'S fields and is run by a third party that provides revenue back to MHYSA, MHYSA shall reimburse the CITY for all costs incurred by the CITY to support such event.

MHYSA agrees to disclose the revenue percentage split with the third party by providing the CITY with a copy of MHYSA'S operating and/or financial agreement with the third party.

16. Provide payment for field use as set forth by the CITY at the end of each season in a timely manner as requested by the CITY. This payment shall be \$1,000 in 2025, \$1,000 in 2026, \$1,000 in 2027, and \$1,000 in 2028.

COVENANTS OF CITY

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

1. Maintain the fields used by MHYSA, including mowing, fertilization, weed control, lining/stripping, and seeding or re-sodding, if needed; and,
2. Open and close the Park Shelter Building restrooms when the Park Ranger is available; and,
3. Schedule other park users so as to minimize the potential for conflict with MHYSA 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 MHYSA; and,
4. The CITY reserves the right to determine who may use the parks outside normal use by MHYSA.

MUTUAL COVENANTS

It is mutually agreed by and between the CITY and MHYSA that:

1. This Agreement and all covenants and provisions herein contained shall 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 MHYSA 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 MHYSA ninety (90) days notice in writing of its intentions to cancel and terminate this Agreement. MHYSA also shall have the right and privilege of canceling and terminating this Agreement upon giving the CITY ninety (90) days notice in writing if its intentions to cancel or terminate this Agreement; and,
3. If MHYSA shall at any time be in default in the performance of any of the covenants or provisions of this Agreement, and MHYSA shall fail to remedy such default within fifteen (15) 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 MHYSA 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

- IN WITNESS THEREOF**, the parties hereto have hereunto signed this Fields Use and Indemnification, defend, and Hold Harmless Agreement this _____ day of January, 20__.

By: _____
 Tammy Crook _____
 President _____

Witness _____

On this ____ day of _____, 20____, before me, a notary public in and for said County and State, personally appeared the above named _____, President of Madison Heights Youth Soccer Association to me personally known, who being by me duly sworn, did say that she has read the foregoing Field Use And Indemnification, Defend And Hold Harmless Agreement, that the same was explained to her by their representatives, and that she fully understands the contents thereof, and that she has signed said Field Use And Indemnification, Defend And Hold Harmless Agreement as her own free act and deed and on behalf of the aforesaid organization.

_____, Notary Public
County, Michigan

acting in the County of _____
My Commission expires: _____

By: _____
Roslyn Grafstein
Mayor

_____ Witness

By: _____
Cheryl Rottmann

_____ Witness