

SHARY MUNICIPAL GOLF COURSE GOLF CLUB STORAGE AGREEMENT

This agreement is between the Shary Municipal Golf Course (Golf Course) and Sharyland I.S.D. (School) and shall commence on August 1, 2023 and end on May 31, 2024.

Golf Course agrees to allow school to keep its High School Golf Teams golf clubs/Bags in a secure area under the Clubhouse. The area described is a chain link fenced area with a gate that can be secured with a padlock. It is located in the Southeast corner of the area under the Clubhouse.

Golf Course employees will not have access to this area. The only personnel that will have access to this area will be the respective Golf Team Coaches. Golf Course Personnel will only be responsible for opening the entry door to the storage area below the clubhouse. This area will be open at 7:00 am and will be closed at such time that the Pro Shop closes (depending on Sundown). If a student comes in late, they will need to take their clubs home with them. **CLUBS/BAGS WILL NOT BE STORED OUTSIDE THE CAGED AREA.**

School Coaches will ensure that no student will be allowed to enter this area unless a coach is present. Coaches will be responsible for informing students that if they need their golf clubs over the weekends and holidays, they will need to get them before closing. Just to reaffirm, Golf Course personnel WILL NOT have access to this cage area. It is encouraged to inform parents of this responsibility.

NOTE: THE AREA FOR CLUB STORAGE IS SOMETIMES PRONE TO FLOODING. THE GOLF COURSE AND THE CITY OF MISSION WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE GOLF CLUBS THAT ARE THE SUBJECT OF THIS AGREEMENT. SCHOOLS ARE ADVISED THAT CLUBS AND BAGS SHOULD BE STORED AT LEAST 1 FOOT ABOVE THE FLOOR.

SCHOOL WILL INDEMNIFY AND HOLD GOLF COURSE HARMLESS, TO THE EXTENT PERMITTED BY LAW, FROM ANY INJURY AND/OR DAMAGE (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING AS A RESULT OF SUCH STORAGE. NOTHING IN THIS AGREEMENT WILL BE CONSTRUED TO WAIVE, MODIFY, OR AMEND ANY LEGAL DEFENSE AVAILABLE TO SISD, INCLUDING BUT NOT LIMITED TO GOVERNMENTAL IMMUNITY.

Jose "Pepe" Garcia, President

Date

Norie Gonzalez, Mayor

Date