

SHARY MUNICIPAL GOLF COURSE GOLF CLUB STORAGE AGREEMENT

This agreement is between the City of Mission, Texas, a Texas Home-Ruled Municipality (hereinafter "City") and the Mission C.I.S.D. ("District") and shall commence on August 1, 2025 and end on May 31, 2026.

City agrees to allow District to use an area designated at the Shary Municipal Golf Course located at 2201 N. Mayberry St., Mission, Texas 78572 to keep its High School Golf Teams golf clubs/Bags in a secure area. The area under the Clubhouse shall be the designated area. 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 District's Golf Team Coaches. City 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.**

District Golf Team 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. 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. DISTRICT GOLF COACHES SHALL NOTIFY STUDENTS THAT CLUBS AND BAGS SHOULD BE STORED AT LEAST 1 FOOT ABOVE THE FLOOR. CITY IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS TO ITEMS STORED IN THE DESIGNATED AREA.

DISTRICT 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 DISTRICT, INCLUDING BUT NOT LIMITED TO GOVERNMENTAL IMMUNITY.

Thomas Lee, Athletic Director

Date

Norie Gonzalez Garza, Mayor

Date