

SANGER PARKS DEPARTMENT
SANGER SOFTBALL ASSOCIATION
FACILITY USE AGREEMENT

THIS AGREEMENT is made by and between the City of SANGER, Texas (the "City") and SANGER SOFTBALL ASSOCIATION, hereinafter referred to as "Youth Sports Association", acting as their authorized officers and representatives.

WHEREAS the Sanger Softball Association desires to enter into an agreement with the City for the use of City-owned, leased, and controlled facilities ("Facilities") for organized sporting activities beginning March 1, 2024, and ending JUNE 15, 2024. The Fall schedule begins August 15, 2024, and ends November 30, 2024, at the assigned fields or facilities in the City of SANGER.

Now therefore in consideration of the foregoing and other valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City agrees to allow the Sanger Softball Association to use the assigned Facilities for organized sporting activities on the scheduled dates and allotted times according to the attached terms and conditions. The City will have full use of Porter Park (all three fields) on April 8, 2024.
2. The Sanger Softball Association agrees to comply with the attached terms and conditions.

EXECUTED in duplicate this 16 day of January, 2024.

City of SANGER, Texas

By: _____
John Noblitt
Sanger City Manager
502 Elm Street.
SANGER, Texas 76266

By: Charlie Mesa
Sanger Softball Association

APPROVED AS TO FORM: _____
Hugh Coleman, City Attorney

TERMS AND CONDITIONS

Facility Use Agreement Approval Form	1
Section I Request for Facilities.....	3
Section II General.....	3
Section III Criminal Background Check.....	4
Section IV Specific Sports Season.....	4
Section V Fields Allocations.....	4
Section VI Facility Maintenance.....	5
Section VII Concessions.....	5
Section VIII Schedules.....	5
Section IX Administration.....	6
Section X Violators.....	6
Section XI Board of Directors.....	6
Section XII Insurance Requirements.....	6
Section XIII Miscellaneous.....	7

SANGER PARKS DEPARTMENT
SANGER SOFTBALL ASSOCIATION
FACILITY USE AGREEMENT

SECTION I: REQUEST FOR FACILITIES

To request fields or facilities, all groups or organizations must submit the following initial paperwork:

1. Signed copy of the Facility Use Agreement
2. Current copy of the organization's Articles of Incorporation or Bylaw's
3. A list of the organization's Board of Directors, addresses, and their phone number
4. Proof of public liability insurance
5. The final participation registration figures
6. Game and practice schedule, tournaments, clinics, workday, fundraising
7. The Criminal Background Checks are to be completed and written certification to that effect filed with the Parks Director at least ten (10) working days before the commencement of the using organization season. The written certification shall verify that every coach, assistant coach, manager, umpire, referee, or board member ***is not disqualified as a volunteer***. The Criminal Background Check results will not be filed with the City. The league will be solely responsible for conducting and verifying background checks.
8. All concession areas must have a Health Inspection (required by the using organization) completed before the opening of each season.
9. ***The Board of Directors must verify with the Parks Director the final registration numbers, rosters, and the verification of the above items.

*****Failure to submit the initial paperwork will result in the denial of use of facilities*****

SECTION II: GENERAL

- A. City-related functions and sports associations will have priority use of SANGER parks and park facilities but not exclusive use of facilities.
- B. All persons who reserve or use the parks or park facilities will comply with all applicable rules, regulations, and ordinances of the City of SANGER, State of Texas.
- C. Persons and/or sports associations, who reserve the fields or park facilities, are responsible for cleanup of the fields and facilities after its usage. They are also responsible for repairs or damage to the fields and facilities caused by their use.
- D. There must be at least one adult chaperone for every ten youths under the age of 18.
- E. No alcoholic beverages are permitted at any time in any City Park.

SECTION III: CRIMINAL BACKGROUND CHECKS

A. The Sanger Softball Association (SSA) that use the City-owned, leased, or controlled fields and facilities ("City Facilities"), are required to conduct criminal background checks for all recognized SSA coaches, assistant coaches, managers, umpires, referees, board members, and any person eighteen (18) years of age or older acting in an official capacity of the SSA.

B. The criminal background checks will be performed prior to each season. Each SSA is required to adopt a procedure for Criminal Background Checks.

C. In the event the SSA determines it is necessary to disqualify a prospective volunteer or to disqualify a volunteer previously certified to the City as meeting the requirements of the policy, the SSA must notify the person in writing (without stating the details for disqualification). The written notification must also advise the disqualified person of their right to appeal. The Director of Parks and Recreation shall make the final decision on any appeal.

E. A person disqualified by the SSA or who is pending appeal is not entitled to participate as a coach, assistant coach, manager, umpire, or referee or serve in any other volunteer position for the SSA in any organized sporting activities in or on any City Facilities unless the disqualification is removed, and the City is notified of such change of status. The SSA must notify the City of the change in status.

E. If a person is approved for reinstatement and the season has already begun, that person can participate in that season as determined by the SSA.

SECTION IV: SPECIFIC SPORT SEASON

A. All sports within any season will be given priority regarding fields and park facilities allocation and scheduling. Fields and park facilities will be allocated according to participation in the sport for that sports season. The largest participation is allocated to the most fields in declining order.

B. Other sports shall be considered as the need arises, subject to the following:

1. Field facility availability
2. Allocated maintenance funds
3. Determination by the Parks Department of field/facility capacity to withstand additional play.

SECTION V: FIELD ALLOCATIONS

A. The Parks Department will consider all requests for fields or facilities and allocate the available fields or facilities according to the best interests of the City.

Every effort will be made to allow the use of the facilities and fields only for their designed purposes.

1. Priority will be given to programs accommodated during the previous year. Every effort will be made to accommodate new programs according to facility availability.
2. The Parks Department will, in its sole discretion, allocate the fields and facilities to regular season and tournament play, and may assign more than one organization to a given facility.

B. Any organization which desires to organize a new athletic program or enlarge an existing program must meet with the Parks Director at least 90 days prior to the commencement of the season to coordinate the availability of fields or facilities.

C. Organizations requiring facilities for practice and/or league games only will submit in writing their final registration figures upon which all field allocations shall be based. In order to maximize use of all fields and facilities, the allocation will be based on the total game units per week per available facilities.

SECTION VII: FACILITY MAINTENANCE:

A. In the event any individual, team or group uses an available field or facility during a time period other than within the specific sports season, that field or facility will not receive special maintenance but will be subject to general park maintenance. Tournaments, however, are considered an exception and will receive special maintenance, with 30 days prior notice.

B. Any special maintenance request in relation to normal league play must be made in writing or e-mailed to the Parks Director. The Parks Director will need this information at least 48 hours in advance.

C. It will be the responsibility of the Parks Department to determine whether or not the fields or facilities are safe for use. Any individual, team, or group which uses or attempts to use a field or facility which the Parks Department has determined as unsafe, will be denied future use of any field or facility.

D. Maintenance of all facilities owned or controlled by the City will be performed by the Parks Department or contractors. No modifications, alterations, additions, or deletions temporary or otherwise, shall be made to any facility owned, leased, or otherwise controlled by the City unless written approval is first obtained from the Parks Director.

E. The User of the facility will be responsible for the control and removal of all trash, litter, or other refuse in or on the facility.

F. Cleaning of the concession stand and restrooms at the end of the day and the season are the responsibility of the User. The Health Inspector subjects these facilities to inspection.

SECTION IX: CONCESSIONS

A. First choice of operating the concession stand, during requested season play, will be given to each league using the facility, if the User does not want to operate a concession stand, another individual, team, or organization may be given the option with preference to non-profit service organizations, such as Lions Club, Chamber of Commerce, Boy Scouts, etc. **TOBACCO, or ALCOHOLIC** products of any kind will not be sold at the concession stands. Organizations that use a concession stand are responsible for all concession costs and damages.

B. Any vehicle, structure, or equipment used by the User in connection with the operation of the concession stand must comply with all applicable state and local laws and be approved by the Parks Director. All concession vehicles, structures, or other equipment will be removed from the facility each night unless approved by the Parks Director. The City will not be held responsible for damage, or theft to any vehicle or equipment left at the facility.

SECTION X: SCHEDULES

A. It is the responsibility of the Sanger Softball Association to furnish the Parks Department with a complete league schedule before the commencement of each sports season. The Parks Department will be notified in writing of any makeup games. If league schedules and/or written notification of makeup games are not provided to the Parks Department, then the field or facility will not receive special maintenance and will be subject to general park maintenance.

B. The City, at the discretion of the Parks Director, may allow other users of the assigned fields during the term of this contract except when league activity occurs and reserves the right to cancel an activity scheduled for use of the facility. The City will coordinate outside use of the field or facility with the User.

SECTION XI: ADMINISTRATION

The administration of this Agreement will be the responsibility of the Parks Department under the supervision of the Parks Director. The Parks Department is responsible for declaring all necessary rules and regulations concerning the use of field and facilities for each sport as it pertains to maintenance, use, lights, schedules, etc.

SECTION XIII : VIOLATIONS

Any breach of the conditions of this agreement will be heard by the Parks Director after all viable options in each association's by-laws appeal process have been exhausted.

SECTION XIV: BOARD OF DIRECTORS

All groups or organizations utilizing recreation facilities owned or controlled by the City for competitive league play must be incorporated as a nonprofit organization by the Internal Revenue Service with an active Board of Directors, including a President or Chairperson, Vice President, Secretary, and Treasurer.

SECTION XV: INSURANCE REQUIREMENTS

The User agrees to provide and maintain in effect during the term of this Agreement the following insurance amounts:

Workers' Compensation Insurance (for paid employees) as required by law;

Employer's Liability Insurance in an aggregate amount of not less than:

\$100,000 – Each Accident

\$500,000 Disease – Policy Limit

\$100,000 Disease – Each Employee

Texas and/or All State's Endorsement attached.

Comprehensive General Liability Insurance with not less than the following limits:

\$2,000,000 – General Aggregate

\$1,000,000 – Products/Completed Operations Aggregate

\$500,000 – Personal and Advertising Injury Limit

\$500,000 – Each Occurrence Limit

\$50,000 – Fire Legal Liability

\$5,000 – Premises Medical Payments

Using organization agrees that concerning the required insurance, the City will:

1. Be named as additional insured under the General Liability policy.
2. Have a Waiver of Subrogation issued favoring the City on the General Liability.
3. Be provided with thirty- (30) days advance written notice of cancellation or material change.
4. Be provided with Certificates of Insurance evidencing the above insurance requirement, before the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days before the expiration or cancellation of any such policies.

It is strongly recommended that each association have a supplemental accident policy for participants.

Notices and Certificates of Insurance will be provided to:

Parks Director
City of SANGER
P.O. Box 1729
SANGER, Texas 76266

SECTION XVI: MISCELLANEOUS

1. **Indemnification.** The Using organization agrees to indemnify and hold harmless the City, its officers, agents, and employees (City") from and against any claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments including death ("Claims"), recovered from or asserted against the City for personal injury, court costs, or damage to persons or property incident to, arising out of, or caused, directly or indirectly, in whole or in part, by an act, omission, negligence, or misconduct by the Using organization or any of its agents, servants, employees, contractors, patrons, guests, or invitees whether based upon the alleged joint and/or concurrent negligence of the City and Using organization arising out of the incident to Using organization's use of the facilities covered by this Agreement.

2. **Force Majeure.** If Facilities or any portion thereof are destroyed or damaged by fire or another calamity to prevent the use of Facilities for the purposes intended and during periods specified by this Agreement, or if the use of the Facility by the Using Organization will be prevented by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, then this Agreement will terminate. The City will not be liable or responsible to the Using Organization for any damages caused thereby, and the Using Organization hereby waives any claim against the City for damages because of such termination.

3. **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties shall be governed by the laws of the State of Texas; and the venue for any action concerning this Agreement shall be in the Court of Denton County, Texas

4. **Termination.** This agreement may be terminated by either party by providing the other Party with thirty (30) days' prior written notice of termination.

5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

6. **Severability.** In the event any section, subsection paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of the Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

7. **Assignment.** This Agreement may not be assigned by using organization without the Express written consent of the City.