

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

FIELD USAGE AGREEMENT FOR  
SWANSBORO SOCCER ASSOCIATION

THIS ("AGREEMENT"), made and entered into this \_\_\_\_ day of September, 2024, by and between the **TOWN OF SWANSBORO**, a municipal corporation existing by and under the laws of the State of North Carolina ("TOWN") and SWANSBORO SOCCER ASSOCIATION (SSA) ("USER").

**W I T N E S S E T H:**

WHEREAS, USER desires to use a portion of the Town Facility known as **Municipal Park Athletic Fields**, located at Municipal Park, 830 Main Street Ex, Swansboro, NC 28584, hereinafter referred to as ("Facility").

WHEREAS, this Agreement sets forth the respective duties, responsibilities and obligations of the USER and the TOWN with respect to the use of said Facility.

WHEREAS, this Agreement shall supplement and be in addition to the provisions, terms, and conditions contained in the Town of Swansboro's Park Facility policies.

WHEREAS, this Agreement sets forth the respective duties, responsibilities and obligations of the USER and the TOWN with respect to the use of said Facility.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained the TOWN and the USER hereby agree as follows:

1. **Fees:** USER shall pay the TOWN \$75 per week, equates to \$5 per hour, for use of the Premises by the USER for a period one year for the dates stated in Appendix A.
  - a. Fees will be invoiced for each session for a one-year period.
  - b. USER shall be invoiced for additional weeks of use outside the dates stated in Appendix A.
  - c. Late Payment: Any payment or fee which is more than 30 days late shall accrue an \$ 35 late payment fee. Any payment not made within 45 days of its due date shall be a material breach of this Agreement, and the TOWN may, at its option, and without notice, and without legal process for ejectment, terminate this license.
2. **Use of Facility:** The TOWN agrees to permit the USER to have exclusive use of that portion of the Facility on those dates and during those times, and purpose of intended use stated in Appendix A. The portion of the Facility so delineated shall hereinafter be referred to as the Premises.
  - a) USER shall use the Premises only for those purposes stated in Appendix A. Any other use of the Premises as stated in Appendix A will be subject to current fees listed in the Fee Schedule for Facilities .
  - b) USER must supply the TOWN/SWANSBORO PARKS AND RECREATION DIRECTOR specific dates, times, and purpose for their use of the Premises and shall be listed in Appendix A.

- c) The use of the Premises by the USER at times or dates other than those specifically provided for herein must be approved in advance by the TOWN/SWANSBORO PARKS AND RECREATION DIRECTOR.
  - d) The USER shall not assign this Agreement or sublet any part of the Premises without the previous written consent of the Town.
  - e) The USER shall abide by all applicable TOWN policies and regulations with respect to the use of the Premises.
3. **Behavior, Maintenance, and Damages:** It is the USER'S responsibility to see that good behavior is maintained at USER'S events, and that the Premise is not damaged beyond normal wear and tear, including, but not limited to all surfaces of the recreational playing fields. USER will not cause, or fail to act to prevent, any damage to Municipal Park or any utility services serving the Premises or Park.
- a. The TOWN shall not be responsible for any damages which may arise from any act of nature or other even which renders the facility unable to be used as desired.
  - b. The USER shall be responsible for all necessary field preparations.
  - c. Any equipment provided by the USER is the responsibility of the USER. The TOWN shall not be liable for any damage or loss due to fire or other casualty of equipment left on TOWN property.
  - d. USER shall remove any equipment on Premises for TOWN sponsored events and programs. TOWN/SWANSBORO PARKS AND RECREATION DIRECTOR shall notify USER of events and programs where use of the Premises is needed.
  - e. Vehicles shall not be allowed on any portion of Premises. USER will be responsible for any damage caused by this activity.
  - f. The USER shall not discriminate against any person in the use of said Premises because of race, color, religion, sex, disability or national origin.
4. **Improvements:** USER will not place any equipment or property on and will make no alterations, modifications, additions, or improvements to Municipal Park without the TOWN'S prior written consent. All approved equipment, property, alterations, modifications, additions, or improvements will be placed, maintained, and performed at USER'S expense and in a good and workmanlike manner utilizing quality materials. All such approved equipment, property, alterations, modifications, fixed additions, appurtenant additions, or improvements shall be maintained in a safe condition.
5. **Indemnification:** USER, agrees to indemnify and hold harmless the TOWN, including its officials, employees and agents, from and against any and all threatened or incurred actions, claims, losses, costs, attorneys' fees, damages, obligations, injuries, and liabilities, in whatever context, including, without limitation, personal injury, wrongful death, property damage, libel, defamation, invasion of privacy or infringement of copyright or trademark, or otherwise, resulting from or arising out of (a) any breach by USER of any covenant set forth herein, (b) the negligence of USER or any agent, employee, or contractor of USER, and/or (c) USER'S failure to provide indemnification hereunder. USER will procure an insurance policy including public liability and

property damage, written by a company authorized to do business in North Carolina, acceptable to and approved by the TOWN, covering premises, operation hereunder and productions therein in an amount not less than \$1,000,000 combined single limit for personal injury and property damage. The TOWN shall be named as additional insured, in any insurance policy required hereunder. Each such policy shall contain a valid provision or endorsement that the policy may not be canceled or terminated, changed or modified without giving ten days written notice to the TOWN.

6. **Iran Divestment Act.** PRODUCER/ARTIST certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or performer to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
7. **Applicability of Laws and Regulations:** The USER shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, Onslow County and the Town of Swansboro in the performance of the services outlined in this Contract and any attached specifications.
8. **Breach or Default:** This Agreement may be terminated by either party by the giving of thirty (30) days written notice to the other party.
  - a. If the USER should fail to adhere to the provisions of this agreement, TOWN shall have the right, among others, to terminate this Agreement and to repossess the premises and cause USER to vacate the premises. Without limiting the generality of the foregoing, the TOWN may terminate this Agreement and remove the USER from the Premise for any one or more of the following acts:
    - i. Nonpayment of any fees due. (No notice of default shall be required for nonpayment of the USER fees).
    - ii. Failure to cure any violation of any of the provisions of this Agreement, including the facility rules and regulations, other than nonpayment of Agreement fees, within 10 days of written notice of such violation. Two or more violations during the course of any single contract year of any provision of this Agreement shall be a breach of this Agreement, and no notice of violation or right to cure shall be required or offered.
    - iii. Failure to cure any violation of TOWN'S Parks and Recreation Department's Policies or other Rules and Regulations, that are amended from time to time, within 10 days of written notice of the same. Two or more violations of the same rule or regulation during the course of any single calendar year shall be a breach of this Agreement, and no notice of violation or right to cure shall be offered or required.
    - iv. Failure to comply with relevant local ordinances and state laws

9. **Notice:** Town representative for management of this Agreement shall be the Town of Swansboro's Parks and Recreation Department Director ("Director"). The USER representative for operations under this Agreement shall be **Shane McCauley, SSA Director**. All communications relating to the use of the Premises under this Agreement shall be through the parties' representatives. Any dispute between the TOWN representative and the USER may be appealed to the Town Manager of the TOWN whose decision will be final. All such appeals shall be presented to the Town Manager in writing. The parties may change representatives by written notice as provided herein. All notices under this Agreement must be in writing and given by first class mail, return receipt requested addressed as follows:

If to USER: SWANSBORO SOCCER ASSOCIATION  
c/o Shane McCauley  
PO Box 104  
Swansboro, NC 28584

If to TOWN: TOWN OF SWANSBORO  
Attn: Town Manager  
601 W. Corbett Avenue  
Swansboro, NC, 28584

10. **No Assignment:** USER shall have no right to assign or transfer this Agreement without the prior written approval of the TOWN, which approval shall be at the sole discretion of TOWN. Any change in the ownership of USER shall be considered a prohibited assignment or transfer.
11. **Interpretation:** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.
12. **Saving Clause:** If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.
13. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the parties. This Agreement shall not be modified or otherwise amended except in writing signed by the parties. The provisions of this Agreement shall be binding upon and shall be for the benefit of TOWN and USER and their respective successors in interest.
14. **Other Matters:** Incidental matters not expressly provided for in this Agreement shall be at the discretion of TOWN's Town Manager, which shall at all times have complete authority to enforce regulations governing the operations of the Premise and to give directions to USER.

**APPENDIX A.**

The Swansboro Soccer Association will use the athletic fields for the 2024 Fall Season and the 2025 Spring Season for practices Monday-Friday, 5-8pm, or 3 hours per day. Times may change later in the season to accommodate daylight hours.

2024 Fall Season

- Beginning the week of August 19,2024
- Ending the week of November 4, 2024
- The fall season will be invoiced for dates August 19-November 8, 2024.
- Any additional dates added will be charged according.

2025 Spring Season

- Once the spring season dates have been established, they need to be sent to Anna Stanley, Parks and Recreation Director, [astanley@ci.swansboro.nc.us](mailto:astanley@ci.swansboro.nc.us)
- Director will invoice for the spring session weeks provided.

*Please not that next year, the fee will increase to align with the current fees listed in the Town of Swansboro's Fee Schedule.*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed in their names.

**USER:**

**Organization**

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

**Title:** \_\_\_\_\_

**TOWN:**

<p>TOWN OF SWANSBORO, NORTH CAROLINA</p> <p>By: _____ Town Manager</p> <p>Attest: _____ Town Clerk</p>	<p>This instrument has been pre- audited in the manner required by the Local Government Budget and the Fiscal Control Act.</p> <hr/> <p>Finance Director</p>
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