

MANAGEMENT AGREEMENT
ROB LEAKE CITY PARK TENNIS FACILITY

THIS AGREEMENT is made and entered into this the 1st day of January, 2020 between the City of Tupelo, Mississippi, a municipal corporation ("the City") and Northeast Mississippi Tennis Academy, LLC, a corporation organized and existing under the laws of the State of Mississippi with its principal place of business in Lee County, Mississippi ("NEMS TA").

WHEREAS, the City is the owner of tennis facilities located at Rob Leake City Park; and

WHEREAS, NEMS TA is willing to undertake the obligations herein set forth in order to provide operation, maintenance and management services for the tennis facilities at Rob Leake City Park.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and NEMS TA mutually agree as follows:

SECTION I
GENERAL TERMS AND CONDITIONS

1.0 TERMS OF AGREEMENT

- 1.1 The Agreement shall commence on or about January 1, 2020 and shall end December 31, 2024, unless terminated earlier under provisions set out herein. This Agreement shall be renewed for two (2) consecutive five (5) year terms unless either party gives notice of its intent not to renew 180 days prior to the date of termination.
- 1.2 All operations of the tennis facilities at Rob Leake City Park, including, but not limited to operation of a pro shop, hours of operation, scheduling of special events, tournaments and advertising related thereto and any fees charged pursuant to this agreement will be subject to the approval of the Tupelo Parks and Recreation Department, but such approval shall not be unreasonably withheld.

2.0 TERMINATION AND CANCELLATION

- 2.1 The City may terminate this contract at any time by delivery of written notice stating the contract will terminate within ninety (90) days from the date of receipt of said notice.
- 2.2 NEMS TA may terminate this contract at any time by delivery of written notice stating the contract will terminate within ninety (90) days from date of receipt of said notice.
- 2.3 At termination of the Agreement, NEMS TA will remove, without damage to Rob Leake City Park, all of its personal property.

3.0 NEGOTIATIONS

- 3.1 The City reserves the right to negotiate all elements which comprise NEMS TA's proposal to ensure that the best possible consideration is afforded to all concerned.

4.0 LEGAL RELATIONSHIPS

- 4.1 It is understood and agreed by the parties that NEMS TA is and shall be an independent contractor and shall control all ways, means and details incident to the performance of any of its agents, servants, representatives and employees under this Agreement. Neither NEMS TA nor his agents, servants, representatives or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold each other harmless to the extent allowed by law from any and all claims or losses which may result from any negligence or misconduct on the part of either party, or their agents, servants, representatives or employees.

5.0 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

- 5.1 NEMS TA shall at all times observe and comply with all federal and state laws and city ordinances and regulations which affect the operation of Rob Leake City Park and will comply with all orders, laws, ordinances and regulations which may be enacted by any body or organization having jurisdiction over such facility.
- 5.2 NEMS TA agrees further to procure all permits and licenses, pay all charges and fees, and give all notices necessary to the lawful operation of Rob Leake City Park.

6.0 EQUAL OPPORTUNITY

- 6.1 NEMS TA agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of the Act and its regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination as a result of any use or activity at the stated premises.
- 6.2 In the event NEMS TA does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and NEMS TA may be barred from further contracts with the City of Tupelo, Mississippi.

SECTION II GENERAL DUTIES

1.0 PRIVILEGES

- 1.1 The City of Tupelo, Mississippi, hereby grants to NEMS TA the following exclusive privileges at Rob Leake City Park:
- a. The right to give instructions in tennis, subject to the limitations and conditions hereinafter stated.
 - b. The right to sell tennis equipment and merchandise, string tennis rackets and sell food and beverages, subject to the limitations and conditions hereinafter stated.
 - c. The right to collect fees for all services provided through the facility and to retain such fees, subject to the limitations and conditions hereinafter stated.

d. The right to operate tennis tournaments and events

2.0 PERSONNEL

2.1 NEMS TA shall hire, at its own cost and expense, train and supervise a staff and employees to assist it in the performance of this Agreement.

2.2 NEMS TA shall endeavor to employ only persons who by appearance, manner and character will reflect credit on the City and will be acceptable to the users of Rob Leake City Park.

3.0 INSURANCE COVERAGE

3.1 NEMS TA shall procure, and thereafter keep in force and effect during the term of this Agreement, liability coverage in the amount of at least \$1,000,000. The City shall be named as an additional insured on said insurance.

3.2 NEMS TA shall maintain at its own expense workers' compensation and employee's liability insurance required under the laws of the State of Mississippi.

3.3 A Certificate of Insurance evidencing such coverages shall be provided by NEMS TA prior to assuming operation of the tennis facilities at Rob Leake City Park and each year thereafter.

4.0 TRANSFER OF RIGHTS

4.1 NEMS TA shall not transfer or assign its rights or obligations herein to any party without a signed written authorization of the City of Tupelo.

5.0 STRUCTURAL CHANGE

5.1 NEMS TA shall not make any structural alterations of the premises without written permission from the City of Tupelo, Mississippi through its Director of Parks and Recreations. Such structural changes shall become the property of the City of Tupelo, Mississippi.

6.0 UTILITIES

6.1 The City agrees to pay electrical and water bills for the pro shop, tennis courts and parking lot.

7.0 SALE OF MERCHANDISE

7.1 NEMS TA shall be permitted to sell new and used merchandise normally found in a tennis pro shop, including food and beverages.

7.2 NEMS TA will be permitted to sell food and beverages at Rob Leake City Park which comply with city, state and federal health laws.

8.0 FEES

- 8.1 NEMS TA shall not charge a usage fee for use of a tennis court other than in conjunction with the seasonal bubble dome.
- 8.2 NEMS TA may charge fees for administration and operation of tennis leagues, tennis tournaments, tennis ladders and similar events.
- 8.3 As stated hereinabove, all fees will be subject to the approval of the Tupelo Parks and Recreation Department, which approved shall not be unreasonably withheld.

SECTION III SPECIFIC DUTIES

1.0 SPECIFIC DUTIES

In consideration of the rights and privileges granted herein by the City to NEMS TA, NEMS TA agrees and binds itself to perform the following duties in a competent manner:

- 1.1 NEMS TA shall organize and manage the tennis concession at Rob Leake City Park.
- 1.2 NEMS TA shall hire at its own cost and expense, train and supervise employees to assist it in the performance of this Agreement.
- 1.3 NEMS TA shall insure that the appearance of Rob Leake City Park is well maintained (buildings and courts).
- 1.4 NEMS TA shall provide daily pickup of paper and other light debris on the courts, grounds and pro shop.
- 1.5 NEMS TA shall provide custodial services for the building at Rob Leake City Park.
- 1.6 Performance reports are to be provided by NEMS TA to the City quarterly and reported to the Director of the City's Parks and Recreation Department. Records to be kept will also be used to measure performance from one year to the next and include:
- 1.7. NEMS TA will work with TTA to promote and establish sponsorship rights for both NEMS TA and TTA pertinent to events held at the Rob Leake City Park tennis facilities.
- 1.8. NEMS TA will work with TTA and area community tennis associations to promote and increase multi-site tournaments among and between various community facilities, to include state and regional events.
- 1.9. NEMS TA shall work with the Tupelo High School tennis coaches and athletic director in an effort to advance the sport of tennis in Tupelo. Practice and match schedules for these entities are limited to non-prime time hours when available. Practice and match schedules during prime time hours shall be negotiated between NEMS TA and representatives of Tupelo High School. No fee shall be charged for use of the tennis facilities at the Rob Leake City Park for Tupelo High School. Fees can be charged to other schools subject to

approval of the Tupelo Parks and Recreation Department, which approved shall not be unreasonably withheld.

- 1.10 NEMS TA shall be responsible for having on staff at the Rob Leake City Park a USPTA or PTR certified Teaching professional (Or willing to obtain license within 90 days of employment). Needs to at least be a 4.0 level player on the USTA Scale or higher. Also needs a minimum of 1 year teaching experience along with a competitive playing background including college tennis experience.
- 1.11 NEMS TA shall promptly inform the director of the Tupelo Parks and Recreation Department of any and all damage or need for repair to Rob Leake City Park and to pay promptly for all damage thereto for which NEMS TA is responsible under this Agreement.
- 1.12 NEMS TA shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit, in whole or part, from any alleged failure or negligence of NEMS TA in operation of Rob Leake City Park and/or any tort committed by NEMS TA and/or any of NEMS TA's representatives, agents, servants or employees, subject to the provisions of Paragraph 4.1 of Section I.

2.0 SUPPLY AND MAINTENANCE OF EQUIPMENT

- 2.1 All equipment owned by NEMS TA will be maintained at its own expense.
- 2.2 NEMS TA shall notify the director of Tupelo's Parks and Recreation Department when City owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
- 2.3 NEMS TA agrees to surrender City owned equipment in good condition, normal wear and tear excepted, at the termination of this Agreement or when NEMS TA vacates the premises.
- 2.4 Any equipment that becomes a permanent fixture of the tennis facility (such as wind screens, tennis nets and divider nets) becomes the property of the City after they are installed for use.

3.0 MAINTENANCE OF PREMISES


- 3.1 The City shall maintain the court nets, court poles, exterior poles and lights, trees, streets, walks and curbs, the air conditioning and heating systems of the building, all plate glass doors of the building, interior and exterior paint, all lighting and other fixtures, all equipment such as bleachers and water fountains and shall mow the lawns.
- 3.2 All maintenance will be performed pursuant to the park's regular maintenance schedule and at the complete discretion of the City. Failure to maintain shall not expose the City to liability to NEMS TA, except as provided for in Paragraph 4.1 of Section I.

SECTION IV COMPENSATION

NEMS TA shall pay the sum of \$250.00 per month to the City through the entire length of the contract which is five (5) years or 60 months. The monthly payment to be made to the City under this Agreement for any renewed term shall be subject to negotiation and agreement between NEMS TA and the City. All such payments shall be due on the tenth day of each month.

IN WITNESS WHEREOF, the City of Tupelo, Mississippi and Northeast Mississippi Tennis Academy, LLC. have executed this Agreement on the day and year first above written.

CITY OF TUPELO, MISSISSIPPI

BY: 
JASON L. SHELTON, MAYOR

ATTEST:

BY: 
KIM HANNA

NORTHEAST MISSISSIPPI TENNIS ACADEMY, LLC

BY: 