

**FACILITIES USAGE CONTRACT
FOR
THE CLINTON SOCCER CLUB**

This Agreement dated _____ day of _____, 2015, is made by and between THE CLINTON SOCCER CLUB (CSC), and the CITY OF CLINTON RECREATION AUTHORITY (RA).

WHEREAS, CSC is an independent volunteer board of directors organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, the RA is the owner of that certain public park amenity known as the "Schumacher Fields at Acme Brick Park", and hereafter referred to as the "Facilities"; and

WHEREAS, CSC and the RA desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to use the Facilities by CSC and respective obligations of the parties regarding the use and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows

I. Term

This Agreement shall be for a term of one (1) year beginning on the date of full execution hereof, unless terminated by either party upon thirty (30) days advance written notice to the other party; and shall renew annually unless terminated 60 days prior to the end of the term by RA.

II. Use of Facilities

CSC shall have the right to use the Facilities for its soccer programs including but not limited to the following: all recreational, academy, competitive and adult league games, camps clinics, and practices. Any other events must be scheduled separately through the RA (ex: circus, carnival, non-soccer related).

CSC understands that field condition is a top priority and in order to ensure field quality, weather conditions should be taken into consideration and the CSC should not allow events to take place when conditions adverse to field quality exist. The RA shall at all times have the right to inspect the Facilities and CSC's activities related to its use of the Facilities to insure compliance with terms and provisions of this Agreement.

III. Obligation of the RA

Both parties to this Agreement agree that during the term of this Agreement RA shall:

- 1.) Provide the following maintenance and repairs in a manner generally equal to normal RA maintenance and repair of similar RA recreational facilities and more specifically as follows:
 - a.) Mow, fertilize over seed and water all areas of the Facilities.
 - b.) Haul off trash that has been deposited in dumpsters.
 - c.) Maintain structural integrity of concession stands and restrooms, including repair or replacements of damaged roofs, doors, and windows.
 - d.) Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighting of each field to be used by CSC.
 - e.) Maintain, repair and replace parking areas.
 - f.) Provide one (1) port-a-can for each soccer site.
 - g.) Provide toilet paper and soap for the restrooms.
 - h.) Provide a key to control soccer field lights. If lost or damaged, soccer CSC will be responsible for repairs or replacement, at the option of the City.

It is understood and agreed the RA's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. It is further understood and agreed that if the RA is unable to meet its obligations to repair or maintain the Facilities, CSC may at its sole cost and expense perform such repair or maintenance upon written approval by the RA.

All new construction or repair projects must follow standard Building Code Standards and Procedures of the City of Clinton. CSC's designated contact person shall submit construction plans and drawings to the RA prior to commencement of any work.

IV. Obligations of CSC

Both parties to this Agreement agree that during the term of this Agreement CSC shall:

- 1.) At no cost or expense to the RA, provide the following maintenance, repair or services
 - a.) Stripe each field with a substance approved by RA and with equipment provided by RA;
 - b.) Pick up all paper and debris; and place in trash receptacles.

- c.) Clean concession areas and place trash outside concession stand for pick-up by RA.
 - d.) Maintain, repair and replace concession stand equipment.
 - e.) Provide for any special needs or services such as additional port-a-cans, security or traffic control devices or police officers needed as a result of CSC's use of the Facilities.
- 2.) Comply with all applicable ordinances, rules and regulations.
 - 3.) Provide a current list of officers, Board of Directors and contact person of CSC with addresses, telephone numbers, and email addresses
 - 4.) During the term hereof CSC shall operate its own concession stands, and all revenues generated from such use shall be for the sole and exclusive use of the CSC. CSC agrees to coordinate with any other group (baseball/softball) who has events at the same time. CSC agrees to abide by any and all health code requirements for food services. Storage of flammable, hazardous, or toxic substances at the Facilities is prohibited. CSC is responsible for any of their items stolen or damaged during the course of the year.
 - 5.) CSC shall not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
 - 6.) CSC shall not perform any construction, maintenance, repair or alteration to the Facilities, without the prior written consent of the RA. Any and all capital improvements made to the Facilities shall become the property of the RA.
 - 7.) If fees are charged for admission, they shall be reasonable fees for programs offered at the Facilities that are reflective of a RA-sponsored activity. No fees shall be charged for parking.

V. Assignability and Exclusivity

This Agreement is a privilege for the benefit of CSC only and may not be assigned in whole or in part by CSC to any other person or entity. Both parties understand that CSC's use of the Facilities is nonexclusive.

VI. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

CSC :
Lucas Martinez, CSC President
PO Box 1294
Clinton, Oklahoma 73601

RA:
Kris Wermy, Recreation Coordinator
CITY OF Clinton Recreational Authority
415 Gary Boulevard
Clinton, Oklahoma 73601

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

Miscellaneous Provisions.

- 1.) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2.) This Agreement shall be construed under and in accordance with the laws of the State of Oklahoma, and all obligations of the CSC and the RA created hereunder are performable in Custer County, Oklahoma.
- 3.) Nothing in this Agreement shall be construed to make the RA or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4.) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or

unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 5.) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.
- 6.) This agreement may be cancelled by either party by giving the other 30 days written notice.

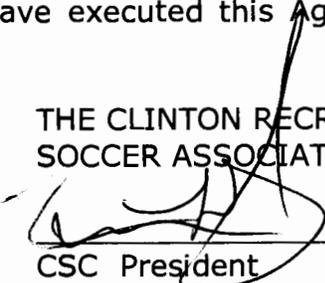
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

ATTEST:

RA Chairman

Date: _____

THE CLINTON RECREATIONAL
SOCCER ASSOCIATION



CSC President

Date: _____