

FIELD USE AGREEMENT

DATE: This Agreement is made on the _____ day of _____, 2016.

PARTIES: This Agreement is made between the following parties:

SANDY CITY, a Utah municipal Corporation, 10000 South Centennial Parkway, Sandy, UT 84070, hereinafter called the "City"; and the **United States Adult Soccer Association, Inc., and Utah Soccer Association, 4476 South Century Drive, Suite B, Salt Lake City, Utah 84123** whose chief officer in Sandy is Bill Bosgraaf, here in called the "League", which is a:

_____ Corporation _____ Partnership _____ Limited Liability Company _____ Sole Proprietorship
_____ Other (specify) _____

PURPOSE: The purpose of this Agreement is to set the terms and conditions under which the City shall allow the League to use the fields provided herein subject to the terms and conditions contained in this Agreement. The League understands that it must check the fields for safety before each use, to report unsafe conditions, and not to permit use on fields which are unsafe until the condition is made safe.

TERM: This Agreement shall remain in effect one year from the date listed above unless terminated by either party as provided in Section 10 below.

The League agrees to pay a field maintenance fee of \$16 per hour per field (without lights) and \$43 per hour per field (with lights). The League shall promptly remit payment to the CITY prior to the first schedule game. The League shall show documented accounting for payments, including the names of each participant, the amount collected from each, and the total collected from all participants.

The League shall keep a record of the name, address, and telephone number of each League participant and provide to the City the same for use to verify correct payment of the above fees.

The League shall comply with House Bill 204 – "Protection of Athletes with Head Injuries Act", which includes implementing their own policy.

SPECIFIC PROVISIONS:

1. *Playing Fields:* The City shall arrange playing fields for the League in its sole discretion in consultation with the League's chief officer, designated above, subject to and conditioned on the League's compliance with all the terms of this Agreement.

The League understands that the number and choice of playing fields designated for league use may need to be changed from time to time depending upon the needs of other recreation programs the City sponsors in the discretion of the City.

The City shall use its best efforts to provide an adequate number of fields for the League's reasonable playing and practice needs, subject to other demands for the fields.

The League shall have use of the fields listed in the 2016 spring field schedule during the days and times listed therein, and subject to the terms herein. All other City field scheduling shall be handled by the Department.

2. *City Care for Fields:* The City shall provide basic maintenance of the fields in its sole discretion subject to its budget and manpower constraints, and the needs to care for other parks and playing fields. The City shall not do maintenance on weekends.

3. *League Use and Care of Fields:* The League may use the Fields subject to the terms contained in this Agreement. The League may, if it chooses, do the following minor maintenance services provided they do not damage the Fields, and provided that the Fields shall not be used if it is unsafe to do so: hand fill holes with material approved by the City; hand water the fields; line the fields using paint, including Diamond Dri, or moderate amounts of wood shavings to treat and dry/wet areas of fields, no sand shall be removed from the City parks tot lots or volleyball pit areas.

Any significant changes to the Fields which a League wishes to make must first be approved by the Parks Division Head including but not limited to resodding, bringing in large quantities of new dirt, and changing the shape of the Fields. The League shall supply all of its own tools, liners, hoses to work the Fields, and shall be responsible for finding storage facilities for their tools.

Field use shall be subject to the following conditions:

(a) Marking Lines - The League will mark and paint the Fields on an as needed basis. Fields will be painted at a minimum of once each 14 calendar days during the league season. If the League request Fields to be painted weekly, they shall **pay an additional \$5.00 per player for the season.**

(b) Lights - The League is charged an additional fee for the amount of time field lights are used. The City shall invoice the League for the total hours used at the end the season. The League shall provide the City with game schedules prior to league play and the City shall schedule the field lights to come on and go off as requested by the League. In any case, all lights shall be extinguished by 10:30 p.m.

(c) Litter - After each use of the Fields, the League shall require that all trash and litter be picked up on or about the Fields and their environs frequented by the players, coaches or spectators, including in the dugouts, the bleacher areas, and from the snack bar, and that all trash be deposited in trash barrels provided at the Fields. **In violation of this policy, the League agrees to pay a clean-up fee of \$25 on each occurrence.**

(d) Rain, Snow, and/or Wet Fields - The League shall contact the City Recreation Division at or about 3:00 p.m. by calling the rain out hotline (561-7009, ext. 2) on any day in which significant amounts of water and/or snow have falling on the Fields to determine if the Fields may be used that day. In the event Sandy City Parks & Recreation Department determines that Fields are too wet to be used, then the League shall not use the Fields on that day. The League shall inform the individual teams of rained out Fields, and the League shall not permit play on those Fields. In any event the League shall not permit play on wet Fields where there is risk of damage to the Fields or of injury to players.

(e) Prohibited Activities - The League shall not, nor shall it permit the following by any of its players, coaches, parents, officials, or spectators upon any City parks or playing fields: driving of motor vehicles; placing lights on field; mowing of grass; fertilizing; adjusting or shutting off of any sprinklers or sprinkler control clocks; changing of lighting times or controls; removal of sod; placement or removal of any structure without prior approval; change in field dimensions or placement of fields; bringing sand to the Fields from the "tot lot" children's play areas; or chalking outfield lines.

(f) Field Safety - The League or its coaches shall thoroughly check each field for safety before each use, and shall not permit play, practice or use by persons associated with the League of fields which are unsafe. The League shall promptly notify the City of any unsafe field conditions of which it is aware and shall not permit any field to be used if there is any unsafe condition on the field.

The League shall take all reasonable steps to provide for safety in all aspects of its programs, and in the protection of players, coaches and spectators from injury arising from the use of the playing fields, including, but not limited to checking fields before each use for any unsafe aspects, and keeping spectators, and especially small children, behind fences whenever there is any risk of injury from players, equipment, or errant balls.

The League, its coaches, players, and officials shall promptly report to the City Recreation Division any injuries which result from practice or play on the fields.

The League shall indemnify, hold harmless and defend the City, its officers, employees, agents and volunteers from and against any and all claims, demands, loss, liability, judgments, expenses, claims, costs, suits and damages, including attorney's fees, from bodily injury, death or property damages arising out of use of the playing fields by the League, its teams, and players under the auspices of or in association with the League.

The League, its coaches, players, and officials, shall assist the City, its officials, employees and representatives, in investigating and defending any claims arising from the use of the fields.

(g) Snack Bars, Fund Raising - The League may not operate a snack bar unless it has been approved by the City. Upon approval, the snack bar must be existing at or near the fields during the League, provided the same does not interfere with motor vehicle, pedestrian traffic, or other appropriate activities, and provided that the facilities and operations of the snack bars are safe and lawful in all respects, including but not limited to obtaining any necessary County Health permits and business permits. Any proceeds realized from the operation of the snack bar after a reasonable profit, wage or payment to the operator of the snack bar shall be owned and used by the League for its necessary expenses as determined by the League. **All fund raising events held on City property must be approved by the City and adhere to the following regulations.**

The League shall indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers from and against any and all damage, liability, expense, costs and attorney's fees arising from the operation of snack bars or the sale of food, beverages or other products.

All sales of food or beverages, and all employment terms and conditions of employees in the snack bars shall be in conformity with the applicable laws and regulations of the United States, the State of Utah, Salt Lake County, and the municipality where the snack bar is located. The League shall be familiar with such laws and ordinances, and shall see that the same are enforced. The League shall not permit the selling or distribution of foods or beverages prohibited by the City or by law or which are unsafe in any way.

4. *Department and League Field Representatives:* Each League shall appoint a Field Representative who shall be responsible for directing the League's maintenance of the Fields, and for contacts with respect to the Fields with the City. The League Representative for the current season shall be:

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email: _____

The Parks and Recreation Department Representative(s) for such contacts shall be:

Kevin Bybee, Recreation Division

440 East 8680 South

Sandy, Utah 84070

Telephone: 801-568-2900

Cell Phone: 801-541-7311

Fax Number: 801-561-6733

E-mail: kbybee@sandy.utah.gov

Bob Slowik, Parks Division

440 East 8680 South

Sandy, Utah 84070

Telephone: 801-568-2900

Cell Phone: 801-673-5168

Fax Number: 801-561-6733

5. *Scheduling:* The League shall turn into the Parks and Recreation Department their League schedule in writing no later than two weeks prior to the start of the League.

6. *Authority:* The person(s) signing for and on behalf of the parties warrant and represent that they are duly authorized and empowered to enter into this agreement for and on behalf of those entities, and that by their signatures, they do bind them to the terms of this agreement.

7. *Inform Coaches and Players of Obligation:* The League shall inform its coaches and players of their obligations under this Agreement, and shall take all action and procedures reasonably needed to implement the League's obligations under this Agreement.

8. *Substantial Breach, Waiver:* The violation of any of the terms of this section by the League shall be a substantial breach of this agreement, and shall entitle the City to terminate this Agreement. No action or failure to act by the City, its officers, agents or employees shall constitute a waiver of any right or duty afforded it under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

9. *Comply with Laws:* The parties hereby agree that they will at all times comply with the laws and regulations of the United States, the State of Utah, and the City.

10. *Termination:* Either party shall have the right to terminate this Agreement for a violation of the terms of this Agreement during the League's season in the event the other party fails to fulfill in timely or satisfactory manner any of the duties set forth herein, or if it fails to cure any default after seven days written notice from the City of such default or breach; or if the other party breaches or violates any covenant, agreement or assurance herein. The party seeking to terminate this Agreement shall serve written notice upon the other of its intent to do so, and shall state with specificity the reason therefor. Either party may terminate this Agreement for any reason at any other time upon 45 days written notice.

11. *Liability:* The League shall indemnify, hold harmless and defend the City, its officers, employees, agents, and volunteers from and against any and all bodily injuries, claims, demands, loss, liability, judgments, expenses, costs, suits and damages, including attorney's fees, arising out of the negligent or willful acts, errors, omissions or breaches of this contract by the League, its officers, employees, or agents.

12. *Insurance:* The League at its own cost and expense shall secure and maintain policies of insurance meeting the requirements of the City, including the requirement that the insurance carrier have an A.M. Best rating of A- IX or better. The League shall provide liability insurance in the amount of not less than \$1,000,000 per person and \$2,000,000 per occurrence, naming the City as an additional insured on a liability insurance policy approved by the City Risk Manager. Many commercial general liability insurance policies include liability coverage for this sort of activity.

13. *No Third Party Beneficiaries:* This Agreement is not intended for the benefit for any third party or parties, including players, coaches or other participants of the Program, and nothing herein shall be construed to confer a right of action upon third parties based upon this Agreement.

14. *Discriminations:* The League shall not discriminate in allowing membership or participation in the Program, in staffing its organization, in hiring employees, or in conferring benefits under this Agreement based upon race, religion, or national origin or in any other manner prohibited by the laws of the United States or the State of Utah.

15. *Complete Agreement, Severable:* This Agreement constitutes the entire agreement between the parties and cannot be modified except in writing signed by both parties. In the event that any portion of this Agreement is ruled unenforceable by a court of competent jurisdiction, the remaining portions hereof shall nonetheless remain in full force and effect.

16. *Players' Releases:* The League shall not allow any players to participate in any activities on any playing fields owned or managed by the City unless the League shall have a currently valid release of the City, attached hereto, for each player over age 17 which is signed by the player.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year set out below.

SANDY CITY

ATTEST:

MAYOR TOM DOLAN

CITY RECORDER

THE INSTRUCTOR

ATTEST:

By _____

Title _____

Title _____

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the _____ day of _____, 2016, personally appeared before me _____

and who did say that they are the _____ of _____,

an _____ association/corporation, and that the foregoing instrument was

signed in behalf of said _____ by authority of a resolution of its board of

directors; and said persons acknowledged to me that said _____

executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing _____