

**CITY OF LEWISVILLE
PARKS & RECREATION DEPARTMENT
SPORTS FACILITY USE AGREEMENT**

This Sports Facility Use Agreement (the “**Agreement**”) is made and entered into by and between the City of Lewisville, Texas (the “**City**”) and **City of Lewisville Police Department (Battle of the Badge)** (the “**Renter**”), by and through its authorized representative (jointly, the “**Parties**”), for Renter’s use of the following facility: **Railroad Park Baseball Complex** (the “**Facility**”), for the purposes outlined herein, on the following dates: **October 12th and (October 19th rain out date) 2024.**

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1.0 Authorizing Use; Designating Authorized Representatives and Contacts

- 1.1 Subject to the terms and conditions of this Agreement and in consideration of payment of the fees and performance of other obligations set forth herein, the City hereby authorizes Renter to use the Facility for the following purposes during the dates specified above and times agreed upon by both Parties (the “**Event**”):

Battle of the Badge Softball Tournament

In permitting the use of the Facility, the City does not relinquish control or custody thereof and hereby specifically retains the right to enforce any and all laws, rules, policies, and regulations applicable thereto. The Parties agree that City employees shall have the right to make inspections of the Facility at any time to ensure compliance.

- 1.2 Each Party shall designate an authorized representative, who shall serve as the contact person for the Party they represent for this Agreement and the Event.

Renter represents and warrants that the Renter’s authorized representative as named herein has the authority to execute this Agreement on behalf of Renter and to bind the Renter to all terms and conditions outlined herein. The Renter’s authorized representative shall be at least 21 years of age and be responsible for coordinating payment of all of the applicable fees, providing all of the necessary documentation, and ensuring that the Renter and any participants associated with the Renter’s use of the Facility fully comply with the terms and conditions of this Agreement. The Parties designate the following authorized representatives:

City’s Authorized Representative

Ramiro Espinosa Jr., Recreation Supervisor
respinosa@cityoflewisville.com
972.219.3554

Renter's Authorized Representative(s)

Name: Rachel Roberts
Email Address: rroberts@cityoflewisville.com
Phone Number: 972.219.3663
Address: 1187 W. Main St. Lewisville, TX 75067

2.0 Submission of Required Information and Fees

- 2.1 The Renter shall submit to the City at least thirty (30) days prior to the beginning date of the Event the following:
 - A. The final proposed usage dates. This shall include beginning and ending dates and proposed playing time blocks. This shall also include any possible rain dates. Any variations to these times must be preapproved by the City
 - B. Anticipated number of participants and teams.
 - C. Eligibility requirements for participants.
 - D. Estimated number of participants/teams from outside of the D/FW metro area who will stay in local hotels
 - E. Field dimensions and layouts, and request and layout of any special equipment (P.A. systems, music stages, tents etc.) that may be used during the Event.
- 2.2 The Renter must turn in a Tournament Game Matrix showing dates, times, and fields to be used no later than 12:00 (noon) the Wednesday before the first day of the Event.
- 2.3 Renter will provide the City with copies of news releases, flyers, and links to any web sites promoting the event. Any event held at the Railroad Park **must refer to the park always and only as Railroad Park**.
- 2.4 The Renter agrees to pay the following field rental fees and cost of maintenance crew: (Not Applicable)

Field Rental	\$200 per field/per day
Maintenance Crew	\$104.00 per hour
(before 3:30 p.m. Monday – Saturday)	
	\$138.00 per hour
(after 3:30 p.m. Monday – Saturday and all day on Sunday)	

The Renter agrees to pay 25% of field rental fees no later than seven (7) days prior to the first day of the Event. If the partial payment is not provided in the established timeframe, use of the Facility shall be cancelled. Final payment of all outstanding fees shall be provided no more than seven (7) days after completion of the Event and will be based on the final schedule.

Oct 12: 25% due Oct. 4 (Not Applicable)

3.0 Field Maintenance

- 3.1 City maintenance staff will provide all field maintenance. Renter shall not drag, rake, or line the athletic fields at the Facility, or provide any other maintenance to the Facility. The level of general maintenance shall be determined by the City in its sole discretion.
- 3.2 Renter will be billed for the maintenance as provided for in Section 2.4, above. (Not Applicable)
- 3.3 Except for City vehicles, no vehicles are allowed on the fields for any purposes.
- 3.4 The City reserves the right to immediately terminate this Agreement or temporarily suspend use of all or part of the Facility when field conditions could result in injury to players or cause damage to the fields or when the health and safety of participants and spectators are threatened due to impending conditions, including but not limited to severe storms, extreme temperatures or pandemics, at the City's sole discretion. In the event of such termination, any fees paid to the City before the time of termination shall be refunded on a pro-rata basis, as applicable.

4.0 Use and Supervision of Facilities and Equipment

- 4.1 Renter shall use the Facility only for (Battle of the Badge Tournament) purposes.
- 4.2 Renter shall assume all responsibility for this event including knowledge of and adherence to all rules and regulations. This includes responsibility for all actions, behavior, and damages caused by event participants and spectators. Renter agrees to reimburse the City for any damages caused by Renter, or a participant of Renter's event held at the Facility to any equipment, personality, person, or the Facility itself. If such damages occur, the City shall send a written invoice to the Renter. Such invoice shall be paid upon receipt. Renter agrees and accepts that the City accepts no liability or responsibility for any theft or damage to persons or property arising from the use of the Facility.
- 4.3 Portable/temporary goals and/or markers are allowed but must be removed by Renter daily.

- 4.4 Parking is allowed only in designated areas. Renter must inform their participants and spectators to park in the appropriate parking lots. It is the Renter's responsibility to alleviate traffic and parking issues.
- 4.5 The City reserves the right to require police supervision for any event. Security requirements must be met and confirmed prior to the Event date. Cost of police services is the Renter's responsibility.
- 4.6 Special care is to be taken with portable pitching mounds. No metal cleats are to be used on the mounds. No team celebrations are to take place on the mounds.
- 4.7 No hitting into fences with baseballs or softballs.
- 4.8 Pets are to be on-leash at all times and remain on the concrete perimeter walking trail only. At no time are pets to be on the athletic fields, in the bleacher area, or around the concessions and restrooms.
- 4.9 Smoking is prohibited in all areas of the Facility.
- 4.10 Possession or consumption of alcoholic beverages is prohibited.
- 4.11 Renter and Renter's event participants shall fully comply with all federal, state, and local laws, regulations, protocols, and guidelines as well as all City of Lewisville policies, rules, and regulations. Renter shall be held responsible for ensuring compliance.

5.0 Concession Operations and Vendors

- 5.1 The City may provide concessions by a contract concessionaire responsible for menus and shall prepare, serve, and/or sell all food and drink in strict conformity with local, state, and federal law. Renter shall not provide any other concessions for sale, nor allow any other concessions to be sold during the Event without prior written approval of the City.
- 5.2 Renter shall not sell any merchandise without approval of the City and may not be in competition with items sold by the concessionaire. Any vendors must be pre-approved along with a list of the merchandise offered. The City reserves the right to charge an additional fee or percentage of sales for any vendors.
- 5.3 Spectator "tailgating" parties with grills and cooking devices are prohibited.

6.0 Event Sponsors, Signs, and Banners

- 6.1 Event sponsors must be sent in at least 14 days before the Event and preapproved by the City to ensure there is not a conflict with the facility naming rights.
- 6.2 Designs for event signs and banners and locations for display must be sent in at least 14 days before the Event and preapproved by the City.

7.0 Hotel Accommodations and Marketing

- 7.1 Renter will take reasonable steps to encourage participants to stay in Lewisville hotels during the event.
- 7.2 Renter will assist the City in tracking local hotel stays related to the event.
- 7.3 The City will work with Renter to identify "official" event hotels with guaranteed rates and room blocks during event dates. Contact: Dee Dee Planas at 972.219.3714 or dplanas@cityoflewisville.com
- 7.4 The City will promote the Event through available local marketing outlets, including, but not limited to, the Lewisville Convention & Visitors Bureau website calendar and the City's social media outlets.
- 7.5 The City shall have the authority to distribute local marketing material regarding Lewisville area venues and attractions at the Event.
- 7.6 When possible, the Renter will provide the City the opportunity to have an official to welcome participants at a registration event or awards presentation.

8.0 Indemnification and Insurance

- 8.1 Renter agrees to, throughout the entirety of the Event, comply with all insurance requirements as outlined in **Exhibit "A,"** attached hereto and incorporated herein as if fully set forth, and to provide Lewisville with a certificate of insurance naming Lewisville as additional insured no later than seven (7) days prior to the first day of the Event. If the certificate is not provided in the established timeframe, this Agreement shall be immediately terminated, and Renter's use of the Facility shall be cancelled.
- 8.2 **INDEMNIFICATION. IN CONSIDERATION FOR THE CITY ENTERING INTO THIS AGREEMENT WITH THE RENTER, AND AS A CONDITION OF THIS AGREEMENT, THE RENTER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, COSTS FEES, AND EXPENSES**

INCURRED FOR, BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR ANY OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF, OR BE OCCASIONED BY, OR IN CONNECTION WITH, OR IN ANY WAY INCIDENTAL TO THE USE OF THE FACILITY BY THE RENTER, EXCEPT THAT THE INDEMNITY IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE RENTER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

9.0 Activities Not Allowed

- 9.1 Renter shall not use the Facility for any use other than that specified herein. Renter shall not engage in any business in City facilities or do anything in connection therewith which shall be in violation of any existing state or federal law, City ordinance, or use the Facility in such manner as to constitute a nuisance.
- 9.2 The City reserves the right to exclude any individual or group from City facilities based on conduct which it determines in its discretion to be objectionable or contrary to City interests.

10.0 Termination

- 10.1 This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party, or immediately as otherwise provided for in this Agreement.
- 10.2 Any breach of the terms and conditions of this Agreement by the Renter shall be grounds for immediate suspension or termination of this Agreement and the Facility use rights granted hereunder, at the City's sole discretion.

10.3 Except as otherwise specifically provided for in this Agreement, upon termination of this Agreement, Renter shall remain responsible for any fees or costs accrued as outlined in Section 2.4 of this Agreement. If the 25% of field rental fees already paid to the City by the Renter at the time of termination equals or exceeds the fees and costs owed to the City at the time of termination, the City shall retain all such fees.

11.0 Breach

Any breach of the above agreements will be in violation of this agreement and nullify this agreement and possibly suspend operations on said City facilities.

12.0 Force Majeure

If performance of any obligation of either party hereunder is prevented or rendered infeasible by act of God, regulations of any public authority, civil disturbance, strike, epidemic, interruption of transportation services, war conditions, public emergency, or other similar or dissimilar causes beyond the control of the obligated party, it is understood and agreed that there shall be no claims for damages against the obligated party for failure to perform the obligations that were so prevented or made infeasible.

13.0 Assignment

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party. Assignment without such written consent shall be void.

14.0 Severability

In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

15.0 Venue

This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.

16.0 Entire Agreement

This Agreement along with the dates and times finalized and agreed upon by both Parties shall constitute the entire Agreement and shall supersede all prior agreements and understandings between the Parties as related to the subject matter described herein. Any and all amendments hereto shall be in writing and signed by both Parties.

CITY OF LEWISVILLE, TEXAS

Renter

LCPAAA

Stacie Anaya, Director of P.A.R.D.

Printed Name: Sharon Martinez

Date: _____

Title: Vice President

Date: Feb 1, 2024