

**CITY OF BROKEN ARROW
PARKS AND RECREATION USE AGREEMENT**

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (CITY), and the Broken Arrow Girls Softball League, Inc. (BAGSL).

I. LICENSE

The CITY grants a **non-exclusive** license to BAGSL to use land and improvements located in the CITY of Broken Arrow, Oklahoma, popularly known as the softball fields at Arrowhead Park, and more particularly described as that portion of the SW/4 of the SE/4 of Section 14, T18N, R14E that has been adapted for use as softball playing fields, and associated facilities (**PREMISES**). This license shall include those areas where the softball fields are located; namely, the playing surfaces, all stands or bleachers, the associated concession stand, storage buildings, office area and restrooms.

As partial consideration for this Agreement, BAGSL agrees to and shall comply with the CITY'S Parks and Recreation Criminal Background Check Policy for Youth Sports Managers and/or Coaches. A copy of which has been previously provided to BAGSL and is available at the City Clerk's office.

BAGSL users shall be defined as teams participating in a BAGSL event. All other groups or individuals shall be considered **non-BAGSL** users.

BAGSL shall submit a written schedule or give access to an electronic schedule of all games, scrimmages, tryouts, clinics and camps to the Director of the Broken Arrow Parks and Recreation Department (**DIRECTOR**) prior to the commencement of the softball season. BAGSL shall stagger the starting times of games so as to minimize traffic flow problems at the **PREMISES**.

BAGSL shall submit, in writing, any and all bid materials regarding tournaments/clinics/camps, to the **DIRECTOR** if said tournament/clinic/camp will require additional CITY involvement in regards to the playing surfaces or improvements before documents are submitted to the Girls Softball Governing Body. The **DIRECTOR** shall confirm, in writing, whether said specifications and improvements to the facility can be met.

DIRECTOR reserves the right, in his sole discretion, to close **PREMISES** and cancel all activities when, due to inclement weather or other problems, public safety or the preservation of **PREMISES** are threatened.

BAGSL shall be responsible for scheduling the use of the fields and restrooms by other users, including other softball clubs and shall use a standardized use of fields form attached as **EXHIBIT B**. Use of fields shall be reserved for others, by the BAGSL designee, in a non-partial way, as to allow maximum utilization of fields other than as agreed upon and approved by the CITY based upon field use data and standardized field turf rest/recovery periods. BAGSL may charge for use of fields and restrooms by **non-BAGSL** users. The fee schedule must be submitted to the **DIRECTOR** for his approval prior to implementing such charges and shall be incorporated into this agreement as **EXHIBIT A**. BAGSL shall allow the City to use, at no charge, the softball fields and associated restrooms when schedule permits. In case of scheduling conflict, the decision of **DIRECTOR** shall be final.

BAGSL also agrees to not schedule use of the **PREMISES**, so that the Chamber of Commerce may utilize

the facility parking lot for additional parking for RoosterDays.

BAGSL shall collect from non-BAGSL users documentation as required by the **CITY** in regards to scheduling application, insurance requirements and payments; and shall provide the **CITY** a copy of said documents.

BAGSL shall pay a user fee to the **CITY** a sum of nine dollars (\$9.00) per each regular season game, scrimmages, and tournament games. Clinics, camps, training sessions, try-outs, and **BAGSL** practice are to be paid at a rate of nine dollars (\$9.00) per two hour period per field used. All user fees are to be paid to the **CITY** no later than one month (30 days) after the spring and fall season. All activities scheduled shall be under the supervision of a uniformed umpire in the case of games or scrimmages or **BAGSL** approved training coaches for clinics, camps, try-outs, and practices. This fee may increase in future contracts due to an increase in utility costs and/or general operating costs.

BAGSL may operate concession facilities during its scheduled activities after obtaining any necessary permits and submitting copies of said permits to **CITY**. **BAGSL** may operate mobile concessions when participation warrants additional need and after obtaining any necessary permits and submitting copies of said permits to **CITY**.

CITY shall appoint one person who may attend any of the **BAGSL** meetings. **BAGSL** shall send the appointee timely notice of all meetings. Appointee shall serve as liaison between **CITY** and **BAGSL**.

BAGSL shall maintain accounts with correct entries of all income and expenditures. Books of accounts and related invoices shall be the property of **BAGSL**, but shall be open for inspection and copying by **CITY** upon reasonable notice during normal business hours.

II. TERM

This Agreement shall commence upon execution and shall expire December 31, 2024, unless terminated earlier in accordance with the terms and conditions of this Agreement. This Agreement does not renew automatically.

III. IMPROVEMENTS

PREMISES shall remain the property of **CITY** and may not be modified, altered, or destroyed without the prior written permission of **CITY**. Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of **CITY**.

All locks on **PREMISES** shall be maintained as directed by **DIRECTOR**; **BAGSL** may not remove or change any locks on **PREMISES** without the prior approval of **DIRECTOR** and without first supplying **DIRECTOR** with the combination or key to any new locks.

Any additions or modifications shall become the property of **CITY** unless **CITY** gives **BAGSL** prior written permission to remove the additions or modifications, in which case **BAGSL** shall remove the improvements in a manner approved by **CITY** immediately upon termination of this Agreement and restore **PREMISES** to the condition which existed prior to the addition or modification.

IV. MAINTENANCE

BAGSL acknowledges that it has inspected the PREMISES thoroughly, has participated in the construction and maintenance of improvements and equipment on the PREMISES, and has had open access to PREMISES for a number of years, and, therefore, has full knowledge of the conditions of the PREMISES. CITY makes no representations or warranties, express or implied, as to the condition of PREMISES.

BAGSL shall inspect PREMISES immediately prior to and immediately after each use, and shall immediately notify CITY of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, BAGSL shall not allow individuals to utilize PREMISES until the defective portion of PREMISES has been repaired or replaced. BAGSL shall be solely responsible for any replacements or repairs it authorizes or performs.

As partial consideration for this Agreement, BAGSL shall supply, solely at its own expense, paper products and cleaning supplies. BAGSL shall supply, solely at its own expense, all necessary equipment. After each use of PREMISES, BAGSL shall clean the restrooms and re-supply them with paper products. After each use of PREMISES, BAGSL shall pick up all trash at the PREMISES, and deposit the same in commercial dumpster(s) provided by BAGSL.

BAGSL may use the office building located at PREMISES for the purposes of operating the BAGSL. Only CITY or BAGSL may utilize the office building for BAGSL or CITY business activities. There shall be no subletting of the office building nor shall anyone be allowed to operate a private enterprise from the office building. Only equipment and supplies owned and/or leased by BAGSL or CITY for the maintenance and operation of PREMISES may be stored in the office building.

BAGSL shall, solely at its own expense, drag and mark all infield play areas regularly. BAGSL shall be responsible for watering the dirt on the playing fields as necessarily required for play.

BAGSL shall supply field marking paint and CITY personnel shall paint outfield lines. BAGSL, at any time during the life of the contract, may submit in writing to the Director, for his approval, that BAGSL is willing and knowingly taking over painting of field lines in their entirety for the described PREMISES for the remaining life of this Agreement. Once approved by DIRECTOR the nine dollar (\$9.00) per regular season game, scrimmage, tournament game, and two hour period for clinics, camps, training sessions, and practices will be lowered to eight dollars (\$8.00) per regular season game, scrimmage, tournament game, and two hour period for clinics, camps, training sessions, and practices.

BAGSL is responsible for marking any field dimension changes prior to CITY personnel painting lines. Paint for field lines and any agricultural chemicals to be used on PREMISES shall first be approved by the DIRECTOR.

CITY shall regularly mow PREMISES and re-seed or re-sod as necessary. CITY shall regularly perform turf maintenance (weed control and fertilization) on PREMISES. Upon notification of necessity from BAGSL, CITY shall inspect and maintain the irrigation fixtures (heads, valves, and control box) on PREMISES. Upon notification of necessity from BAGSL, CITY shall maintain and repair the electrical and plumbing systems and the concession, restroom, office, and maintenance structures on PREMISES. Upon notification of necessity from BAGSL, CITY shall maintain and repair or replace the bleachers and benches, fences and lights.

Furthermore, the above stated costs per game incurred by BAGSL may be reduced at BAGSL'S option by BAGSL performing, at its own expense, mowing, fertilizing, re-sodding, irrigation checks/minor repair, aerating, dumpster service, and improvements to the Arrowhead Softball Fields in addition to the contractual obligations stated herein. Should BAGSL choose to reduce its costs per game by implementing this option, then any and all paid invoices for the expenses as allowed herein for the maintenance of PREMISES or for improvements in excess of those expressly stated in this agreement shall first be submitted to the DIRECTOR. In no event shall BAGSL'S activity costs reduction ever exceed the actual amount of the activity obligation to the CITY.

BAGSL agrees to take all reasonable precautions to prevent waste, damage or injury to PREMISES by BAGSL or by any team or individual under BAGSL'S auspices or by any member of the audience attending BAGSL events.

BAGSL agrees to provide staff or volunteers to control the parking lot during all BAGSL activities and to prevent individuals from parking on any unpaved or unauthorized areas without City approval.

CITY retains the right to enter PREMISES at any and all times, without prior notice, to inspect PREMISES or to conduct maintenance or repairs, or for the purpose of determining whether BAGSL is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of CITY under this Agreement.

BAGSL shall promptly reimburse CITY for the cost of parts and labor for the replacement or repair of turf, bleachers/stands, concessions buildings, restrooms, and other improvements to the land, for any cause other than normal and routine wear and tear and "Acts of God," and for CITY'S cost in performing any of BAGSL'S contractual duties. BAGSL shall not be liable to CITY for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of BAGSL, its guests, invitees, members, volunteers, representatives, employee's agents, officers, contractors or subcontractors.

V.SIGNS

BAGSL may place temporary signs on the chain link fences surrounding the playing fields, according to the following terms and conditions:

- a) All signs shall only be constructed of canvas, plastic or cardboard and shall be of a size and shape that will not cause damage to the fencing structure to which it is attached during normal use or during periods of inclement weather. Under no circumstances shall signs constructed of wood, metal, or other heavy material be used, nor shall any extension be used to enlarge the area covered. All signs shall be easily removable from fencing structures. Signs may not be displayed in locations where they are visible from any public street.
- b) No signs shall be affixed before the first day of fall regular sanctioned play and all signs shall be removed on the last day of fall regular sanctioned play, including preseason or postseason tournament play. No signs shall be affixed before the first day of spring regular sanctioned play and all signs shall be removed on the last day of spring regular sanctioned play, including preseason or postseason tournament play.
- c) No signs shall contain advertising copy selling items that are not legally available to minors,

including, but not limited to, alcoholic beverages (both "intoxication" and "non-intoxicating" as defined by Oklahoma Statutes) and tobacco products, nor shall they contain obscene or profane language, symbols, or pictures. BAGSL agrees that the term "obscene" as defined in Section 7-45 of the Broken Arrow Code shall be applicable with respect to all signs affixed under this license.

- d) BAGSL agrees to make reasonable efforts to remove all signs during periods of high wind, flooding, and/or similar inclement weather.
- e) BAGSL acknowledges and agrees CITY may remove, or request BAGSL to remove, any sign if the erection or affixing of such sign is determined by CITY to be an unlawful, or otherwise improper, use of CITY's property.
- f) BAGSL agrees that it is solely responsible for the maintenance of signs and further agrees that it is responsible for the removal of any signs that become damaged during the course of the Season. BAGSL releases the CITY from any and all liability for damages to any signs resulting from said CITY'S maintenance of the playing fields, acts or omissions or CITY officials and/or employees, wind, flooding, fire, or other acts of god, and further acknowledges that CITY has the right to remove any and all damaged signs without permission of BAGSL. If any sign becomes a nuisance, the CITY has the right to remove it without permission of BAGSL. The CITY agrees, to an extent reasonable and possible, to try to notify BAGSL that it has removed a sign(s), which the CITY easily and readily determined belonged to BAGSL. The CITY shall not be held liable and is relieved of any and all liability suffered by BAGSL or any of its members, representatives, officers, agents, or assigns for any losses that BAGSL may incur by the CITY'S failure to make such notification.

VI. STAY TO PLAY

BAGSL shall be responsible for implementing *Stay to Play*. All BAGSL commuting players and coaches are required to book accommodations in the Broken Arrow city limits for two or more day tournament style play. BAGSL shall provide a list of Broken Arrow hotels to their participants. BAGSL shall cross reference all participating teams prior to the event to ensure that all registered teams are in compliance.

Participants may be exempted from *Stay to Play* if they live within 150 miles of the competition venue, plan to stay with family within the proximity distance, or are sponsored/rewarded by staying at specific accommodation venues.

VII. Gun Policy

BAGSL shall comply with all laws governing the possession and/or use of firearms applicable to the Premises and shall require compliance of same from BAGSL's invitees, guests, membership, and users.

VIII. INDEMNIFICATION

As partial consideration for this Agreement, BAGSL agrees to indemnify, defend (at CITY'S option), and hold harmless CITY, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of BAGSL, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of PREMISES, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the PREMISES relating to BAGSL activities, or BAGSL'S performance or failure to perform the terms and conditions of this Agreement.

Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of CITY and in accordance with the terms, conditions and exceptions contained in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

BAGSL shall provide CITY with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about PREMISES.

IX. INSURANCE/WAIVER OF SUBROGATION

Without limiting CITY'S right to indemnification, BAGSL, its contractors and subcontractors shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all PREMISES and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;

Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma; and

Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

BAGSL shall include CITY, its officials, representatives, agents and employees as Additional Insured on all required insurance policies. BAGSL shall also require its contractors, subcontractors and any third party users to list CITY as Additional Insured. BAGSL shall arrange for certificates of insurance and endorsements to be submitted to the CITY'S Risk Manager for approval prior to allowing any individuals, including but not limited to any contractors or subcontractors, to commence work or

engage in any activities under this Agreement.

Such coverage shall not be canceled or materially changed without giving CITY at least thirty (30) days prior written notification thereof. The insurers shall have no recourse against CITY for payment of any insurance premiums. Any insurance protecting CITY against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to CITY.

BAGSL and its contractors, subcontractors and any third party users shall maintain the required insurance with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma. Such insurance shall not be invalidated by any action or inaction of BAGSL and shall insure CITY regardless of any breach or violation by BAGSL of any warranty, declaration or condition contained in such insurance. Failure of BAGSL or its contractors and subcontractors to obtain and maintain any required insurance shall not relieve BAGSL from any liability hereunder.

BAGSL hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from CITY for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. BAGSL agrees to give to each insurance company, which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

X. DEFAULT

This Agreement shall be subject to termination upon the abandonment of PREMISES for a period of thirty (30) days, or upon the failure of BAGSL to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that time limits may be extended in the manner and to the extent allowed by CITY, where fulfillment of such obligation requires activity over a period of time and BAGSL has commenced to perform whatever may be required to cure the default and continues such performance diligently.

The right to terminate this Agreement upon default of BAGSL is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping CITY from enforcing the full provisions thereof.

XI. TERMINATION

Either party may terminate this Agreement for cause upon giving the other ten (10) days prior written notice. If this Agreement is terminated, CITY will be paid for costs incurred up to and including the date of termination, including but not limited to the costs of repairing PREMISES to the condition existing at the beginning of this agreement and the costs of storing BAGSL'S property at a public warehouse selected by CITY. The rights reserved in this section are alternative and in addition to, not in lieu of, any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not terminate BAGSL'S liability for any losses which have occurred on or prior to that

date, regardless of whether notice of the claimed loss has been received by either party.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by BAGSL. Any attempt to sell, assign, alienate or encumber PREMISES or this Agreement shall be cause for immediate termination of this Agreement.

In the event of substantial or total destruction of PREMISES from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of CITY. In the event that the PREMISES are repaired or restored by BAGSL at the sole expense of BAGSL or at the expense of insurance carriers, this Agreement shall not be terminated.

XII.LAWS

This Agreement shall be construed under the laws of the State of Oklahoma; Exclusive Original Jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. BAGSL shall conform to and abide by all Federal, State and local laws and regulations regarding the subject of this Agreement. This Agreement is not a waiver of any permit, inspection or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

XIII.NOTICES

Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

IVX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed sever-able. The parties shall agree, if reasonably practicable, upon provisions, which are equivalent from an economic point of view to replace any provision, which is determined to be invalid.

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

Approved as to Form:

City of Broken Arrow

Rachel Guelo
Attorney for City

Michael Spurgeon, City Manager

Attested:

City Clerk / Seal

Date of Execution:

Broken Arrow Girls Softball League, Inc.

Robert J. Shafer Jr.
Chair of the Board

Printed Name: ROBERT J. SHAFER, JR.

BAGSL Mailing Address:

PO BOX 2112
BROKEN ARROW, OK 74014

State of Oklahoma)
County of Tulsa) ss.

Before me, a Notary Public, on this 6th day of December, 2023, personally appeared Robert J. Shafer Jr. known to me to be the identical person and the Chair of the Board of the Broken Arrow Girls Softball League, Inc., who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

1-3-2024

Angie Rater
Notary Public

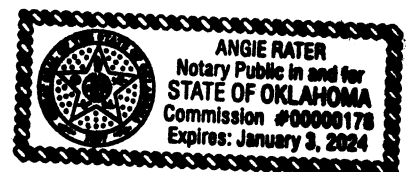


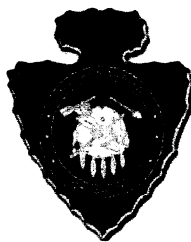
EXHIBIT A

Resident Fee \$20.00 per game This fee includes the \$9.00 per game base fee to be paid to the CITY by BAGSL no later than one month after the spring and/or fall season. The remaining \$11 is to be retained by BAGSL.

Non-Resident Fee \$45.00 per game This fee includes the \$9.00 per game base fee plus an additional \$13.00 non-resident fee for a total of \$22.00 per game fee to be paid to the CITY by BAGSL no later than one month after the spring and/or fall season. The remaining \$23 is to be retained by BAGSL.

BAGSL may have additional costs for third party rentals per request of additional equipment and or labor from BAGSL.

Non-BAGSL users who will be utilizing the restroom facilities only, the rate for restroom facility usage shall be \$30 for groups of less than 30, \$50 for groups of 30 to 50, \$75 for groups of 50 to 75 and \$100 for groups of 75+.



Broken Arrow Girls Softball League

PO Box 2112

Broken Arrow Ok 74013

(918)251-0868 fax (918)259-9437

SOFTBALL FACILITY USE AND RELEASE OF LIABILITY AGREEMENT

This agreement is entered by and between the Broken Arrow Girls Softball League, (hereafter BAGSL) and _____ (hereafter USER).

USER acknowledges that BAGSL has been granted permission to manage the use of the Arrowhead Park facilities (hereafter PREMISES) by the City of Broken Arrow (hereafter CITY). BAGSL and the USER will work in conjunction with each other on the PREMISE to operate this event.

Event Location: Arrowhead Park, 300 E Washington St., Broken Arrow, OK

Fields 1-12 will be reserved for the USER on the mutually agreed to dates of _____.

Administrative Fee: USER will pay BAGSL an administrative fee of \$_____ per game for Broken Arrow residence and \$_____ for non-residences of Broken Arrow. (Including practice games and/or clinics). Practice fee is \$_____ per 2-hour practice per field. This fee will cover equipment usage, chalk for fields, fuel for equipment, and BAGSL representative.

Field Maintenance: USER will pay BAGSL \$_____ per game as needed for field maintenance throughout the duration of the event. This will include dragging and lining fields as needed as well as end of day trash removal or as needed. If inclement weather occurs and the USER agrees to continue to use the facility, USER will reimburse BAGSL at a rate of \$_____ per man hour to ready fields for play as well as \$_____/bag of field dry used. The reimbursement cost per bag of field dry is subject to change based on the price increase/decrease charged to BAGSL from the supplier.

Umpire Room: USER will pre-pay a \$200 cleaning deposit if they choose to utilize the umpire room. The deposit will be refunded upon inspection provided the area has been cleaned. Including trash taken out, room picked up and swept out and restroom has been cleaned. This rental includes the use of the microwave, coffee machine, refrigerator, and grill. _____ USER'S initials here if they will be using the umpire room.

USER will deposit with BAGSL no later than 7 days prior to the event the fees as outlined above to cover the estimated number of games for umpires, field maintenance and umpire room (if applicable). The administrative fee and any additional amounts due will be made no later than 7 days after the conclusion of the tournament.

BAGSL will have the option to sell its concessions throughout the event. All proceeds from its concessions sales will be retained by BAGSL.

BAGSL agrees to have a representative onsite throughout the duration of the event which will be covered through the administrative fee noted earlier. Duties of the BAGSL representative shall include opening and closing the park each day; distribute scoreboard controllers to each field; communicate with the City regarding any property/equipment issues; handle any issues with concession workers.

USER will inform participating teams of the park rules (provided by BAGSL) and will assist where possible in enforcing those rules.

USER agrees to follow BAGSL inclement weather policy and will work the BAGSL on site representative to ensure the safety of all players and spectators.

In the event the tournament cannot go on as planned, BAGSL, it's Board, the CITY or its representatives, shall NOT be responsible for the reimbursement of fees assessed to the Teams to participate in this tournament.

USER agrees to take all reasonable precautions to prevent waste, damage, or injury to the PREMISES. USER shall promptly reimburse CITY for the cost of parts and labor for any replacement or repair required on the PREMISES as a result of USER'S activities.

The PREMISES, which is the subject of this Agreement, shall remain the property of the City. Such property and any appurtenances thereto cannot be modified or destroyed or altered without the prior, express, written permission of the Parks Director. Neither, may additional appurtenances be built by the USER, without the prior, express, written permission of the Parks Director. Any additions or modifications approved by the City shall become the property of the City upon termination of this agreement unless the City gives express, written permission for the removal of the improvements, in which case, USER shall remove the improvements in a manner approved by the City, and restore remaining City land and improvements to a condition comparable to the condition which existed prior to the removal.

BAGSL and CITY makes no representations or warranties, express or implied, as to the condition of the PREMISES. USER accepts the PREMISES, "as is." USER shall inspect the PREMISES immediately prior to and after each use, and shall immediately notify BAGSL of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of USER or the general public, USER shall not allow individuals to utilize the PREMISES until the defective portion of the PREMISES has been repaired or replaced.

As partial consideration for this Agreement, USER agrees to indemnify, defend (at CITY'S option), and hold harmless BAGSL and CITY, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens judgments, cost, expenses, suits, actions, or proceedings, attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of USER, USER'S guests, invitees, employees, agents, and volunteers, including but not limited to permitted and non-permitted uses of the PREMISES and any injury or damage that occurs on or about the PREMISES. Only

CITY'S authorized personnel shall move or remove, place or replace position or reposition any of the CITY'S equipment located on or upon the PREMISES.

Without limiting BAGSL'S or CITY'S right to indemnification, USER shall obtain General Liability Insurance covering all premises and operations including, but not limited to one hundred percent (100%) of the replacement cost of the total values of the leased property, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) aggregate. USER shall include the BAGSL and CITY, its officials, representatives, agents and employees as Additional Insured with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma.

Individuals must comply with the above or provide proof of equivalent coverage as provided for by another individual or organization in the form of an official letter stating such and a copy of the insurance certificate listing the BAGSL and CITY, its officials, representatives, agents and employees as Additional Insured.

USER shall deliver to BAGSL an insurance certificate confirming the existence of the insurance required by this Agreement three business days prior to the scheduled use. Failure to provide required insurance will result in the cancellation of this Agreement and the forfeiture of USER'S prepayment.

Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the BAGSL or CITY and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

USER shall promptly notify BAGSL and CITY of any serious injuries (all injuries which require medical treatment).

USER understands that there are risks and dangers involved in recreational activities, and agrees, on behalf of USER, USER'S guest, invitees, employees, agents, and volunteers, and their respective family and heirs, to accept these risks knowingly and voluntarily, and waives any and all claims, causes of action, or damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages or other losses or damages, against BAGSL or CITY which may arise out of or in connection with any aspect of USER'S activities under this Agreement. I understand that BAGSL and CITY will rely on this statement, that the terms of this agreement are contractual in nature, and are specifically designed to protect BAGSL and CITY.

I HAVE READ, UNDERSTAND AGREE TO THE ABOVE. I HAVE OBTAINED ANY LEGAL ADVICE I BELIEVE I MAY NEED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

AGREEMENT SIGNATURE PAGE:

USER Representative:

Print Name: _____

Signature **Date**

BAGSL Representative:

Print Name: _____

Signature **Date**