

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 Soccer Club (**BASC**).

I. LICENSE

CITY grants a **non-exclusive** license to **BASC** to use land and improvements located in the **CITY**, popularly known as the soccer fields at Indian Springs Sports Complex and more particularly described as that portion of the W/2 of the SW/4 of Section 10, T17N, R14E and that portion of the NW/4 of the SE/4 and the N/2 of the Northeast Quarter (N/2 NE/4 SE/4) of Section 9, T17N, R14E of the Indian Base Meridian, Tulsa County, State of Oklahoma, that has been adapted for use as soccer playing fields, and associated facilities (**PREMISES**). This license shall include those areas where the soccer fields are located, namely, the playing surfaces, all stands or bleachers, the associated concession stands, restrooms and storage building. Additionally, **BASC** may use the N.E. 20 acres of Elam Park as practice fields until 2028 or until funding is secured to develop the park.

As partial consideration for this Agreement, **BASC** 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 **BASC** and is available at the City Clerk's office.

BASC shall submit a weekly written schedule or give access to an electronic daily schedule of all games, scrimmages, tryouts, clinics and camps to the **DIRECTOR** of the Broken Arrow Parks and Recreation Department prior to the commencement of the soccer season. **BASC** shall stagger the starting times of games so as to minimize traffic flow problems at the complex.

Before documents are submitted to the Soccer Governing Body, **BASC** 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 with regard to the playing surfaces or improvements. 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.

BASC shall be responsible for scheduling the use of the fields and restrooms by other users, including other soccer clubs, and shall use a standardized 3rd Party Rental Agreement (**EXHIBIT B**). Use of fields shall be reserved for others, by the **BASC** 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. **BASC** may charge for use of fields and restrooms by outside groups. 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**). **BASC** shall allow the City to use, at no charge, the **PREMISES** when schedule permits. In case of scheduling conflict, the decision of **DIRECTOR** shall be final.

CITY and/or **BASC** will not approve any requests, by any individuals or organizations, to use any of the above-described **PREMISES** as regular practice fields.

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

BASC shall pay a user fee to the **CITY** a sum of eleven dollars (\$11.00) per each regular season game, scrimmages, and tournament games. Clinics, camps, training sessions, and try-outs are to be paid at a rate of eleven dollars (\$11.00) per two-hour period. All user fees are to be paid to the **CITY** no later than one month after the spring and fall season. All activities scheduled shall be under the supervision of a uniformed referee in the case of games or scrimmages or **BASC** approved training coaches for clinics, camps and try-outs. This fee may increase in future contracts due to an increase in utility costs and/or general operating costs.

BASC may operate two (2) concession facilities during its scheduled activities after obtaining any necessary permits and submitting copies of said permits to **CITY**. **BASC** may operate mobile concessions when participation warrants additional need and after obtaining any necessary permits and submitting copies of said permits to **CITY**. **BASC** shall work cooperatively with the Broken Arrow Adult Softball Association regarding use of the concession stand and restrooms, located just south of the fields commonly known as #28, #29, #30 during **BASC'S** season and tournaments.

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

BASC shall maintain accounts with correct entries of all income and expenditures. Books of accounts and related invoices shall be the property of **BASC**, 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 on December 31, 2026 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**; **BASC** 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 **BASC** prior written permission to remove the additions or modifications, in which case **BASC** 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. STAY TO PLAY

BASC agrees to make every reasonable effort to utilize and promote accommodation options within the city limits of Broken Arrow for the duration of any event, when such accommodations are available and meet the needs of the **BASC's** invitees, guests, membership and users.

V. MAINTENANCE

BASC 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**.

BASC shall inspect **PREMISES** immediately prior to and immediately after each use and shall immediately notify **CITY** of any damage 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, **BASC** shall not allow individuals to utilize **PREMISES** until the defective portion of **PREMISES** has been repaired or replaced. **BASC** shall be solely responsible for any replacements or repairs it authorizes or performs.

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

BASC may use the office and storage building located at Fields 1-4 for the purpose of operating the **BASC** business offices. Only **CITY** or **BASC** may utilize the office and storage building for **BASC** or **CITY** business activities. There shall be no subletting of the office and storage building nor shall anyone be allowed to operate a private enterprise from the office or storage building. Only equipment and supplies owned and/or leased by **BASC** or **CITY** for the maintenance and operation of **PREMISES** may be stored in the office and storage building.

BASC shall supply field marking paint and **CITY** personnel shall paint field lines. **BASC** at any time during the life of the contract may submit in writing to the **DIRECTOR**, for his approval, that **BASC** is willing and knowingly taking over painting of field lines in their entirety for the described **PREMISES**. Once approved by **DIRECTOR** the eleven dollar (\$11.00) per regular season game, scrimmage, and tournament game fee will be lowered to ten dollars (\$10.00) per regular season game, scrimmage, tournament game, and two-hour period for clinics, camps, training sessions, and try-outs. **BASC** 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 **CITY**.

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**. **CITY** shall regularly inspect and maintain the irrigation fixtures (heads, valves, and control box) on **PREMISES**. Upon notification of necessity from **BASC**, **CITY** shall maintain and repair the electrical and plumbing systems and the concession, restroom, and maintenance structures on **PREMISES**. Upon notification of necessity from **BASC**, **CITY** shall maintain and repair or replace the bleachers and benches, riverside safety netting, fences and lights.

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

BASC agrees to provide staff or volunteers to control the parking lot during all **BASC** activities and to prevent individuals from parking on any unpaved or unauthorized areas.

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 **BASC** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of **CITY** under this Agreement.

BASC 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 **BASC'S** contractual duties. **BASC** 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 **BASC**, its guests, invitees, members, volunteers, representatives, employees agents, officers, contractors or subcontractors.

VI. SIGNS

BASC 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. **BASC** 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) **BASC** agrees to make reasonable efforts to remove all signs during periods of high wind, flooding, and/or similar inclement weather.
- e) **BASC** acknowledges and agrees **CITY** may remove, or request **BASC** 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) **BASC** 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. **BASC** 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 **BASC**. If any sign becomes a nuisance, the **CITY** has the right to remove it without permission of **BASC**. The **CITY** agrees, to an extent reasonable and possible, to try to notify **BASC** that it has removed a sign(s), which the **CITY** easily and readily determined belonged to **BASC**. The **CITY** shall not be held liable and is relieved of any and all liability suffered by **BASC** or any of its members, representatives, officers, agents, or assigns for any losses that **BASC** may incur by the **CITY'S** failure to make such notification.

VII. Gun Policy

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

VIII. INDEMNIFICATION

As partial consideration for this Agreement, **BASC** 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 **BASC**, 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 **BASC** activities, or **BASC'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.

BASC 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, **BASC**, 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.

BASC shall include **CITY**, its officials, representatives, agents and employees as Additional Insured on all required insurance policies. **BASC** shall also require its contractors, subcontractors and any third-party users to list **CITY** as Additional Insured. **BASC** 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**.

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

BASC 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. **BASC** 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 **BASC** 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 **BASC** 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 **BASC** 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 **BASC'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 **BASC'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 **BASC**. 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 **BASC** at the sole expense of **BASC** 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. **BASC** 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 severable. 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

Rachufeller
Assistant City Attorney

By: _____
City Manager

Attested:

Broken Arrow Soccer Club, President

Signature AB

Printed Name: Austin Burgess

City Clerk Seal

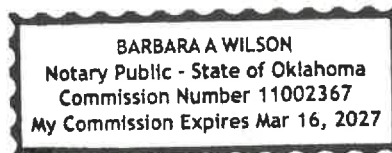
BASC Mailing Address: PO Box 872

Date of Execution:

Broken Arrow, OK. 74013

VERIFICATION

State of Oklahoma)
)ss.
County of Wagoner)



Before me, a Notary Public, on this 12th day of November, personally appeared Austin Burgess, President of the Broken Arrow Soccer Club, known to me to be the Identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

3/16/27

Barbara Wilson
Notary Public

EXHIBIT A

GRASS FEILDS

Resident Fee \$65 Per Game This fee includes the \$11 per game base fee to be paid to the **CITY by BASC** no later than one month after the spring and/or fall season.

Non-Resident Fee \$85 Per Game This fee includes the \$11.00 per game base fee plus an additional \$13.00 non-resident fee for a total of \$23.00 per game fee to be paid to the **CITY by BASC** no later than one month after the spring and/or fall season.

TURF FEILDS

Resident Fee \$165 Per Game This fee includes the \$11 per game base fee to be paid to the **CITY by BASC** no later than one month after the spring and/or fall season.

Non-Resident Fee \$185 Per Game This fee includes the \$11.00 per game base fee plus an additional \$13.00 non-resident fee for a total of \$23.00 per game fee to be paid to the **CITY by BASC** no later than one month after the spring and/or fall season.

BASC will have a set fee in place for the actual expenditures/cost of opening, closing, cleaning, and restocking for third party users of the ISSC Restroom facility.

Exhibit B



Broken Arrow Soccer Club
P.O. Box 872, Broken Arrow, Oklahoma 74013
918-258-5770

BROKEN ARROW SOCCER CLUB • INDIAN SPRINGS SPORTS COMPLEX SOCCER FACILITY USE AND RELEASE OF LIABILITY AGREEMENT

I affirm that this 3rd party rental agreement is for league games, tournament games, or scrimmages only. Usage for special training or for practicing is not allowed. Usage may be considered in collaboration with the State Association, USYS, or programs for the development of soccer in the community.

Rentals for league games or scrimmages must be for a minimum of 5 league games or scrimmages per request, or as approved by the BASC Games Commissioner. Tournament rentals consist of no less than 20 or more fields holding multiple tournament games per field each day of the rental. All league games, tournament games and scrimmages must have a currently licensed and uniformed referee on every match. Tournament games will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

Rental agreements and documentation must be submitted to the BASC office no less than 21 days from the requested dates, or as approved by the BASC Games Commissioner. Rentals must be scheduled for play within 6 months of the event. Payment, insurance and all required documentation must be submitted after USER receives approval of this 3rd party rental request and no later than 21 days from the event.

This agreement is entered by and between the Broken Arrow Soccer Club, hereafter BASC, and _____ (Name, Title), hereafter USER. USER acknowledges that BASC has been granted permission to manage the use of the Indian Springs Sports Complex Soccer Facilities, hereafter PREMISES, by the City of Broken Arrow, hereafter CITY.

BASC hereby agrees to allow USER to utilize the PREMISES as detailed below for the following date/s and time/s only. (Please provide specific dates & times of event):

Rental dates & times for each game (BE SPECIFIC): _____

Description of PREMISES to be used: Number of fields, types of fields (grass and/or turf) and/or restrooms. (Please provide specific information to be utilized for your event and whether the need for restrooms is applicable):

Grass or turf fields? How many fields? Do you need lights? Do you need restrooms? _____

USER's Paying Party is defined as the person or entity providing payment for the use of PREMISES. For organizations or individuals (i.e. clubs, schools, community organizations) the Paying Party shall be the

organization and the signatory of this agreement must provide written authorization from the organization stating his/her authority to enter into agreements. Individuals must provide proof of direct relationship (i.e. immediate family member) to a participant in the game. *Payment must be made in full no later than 21 days from the rental event.* Payments shall be in the form of cash presented in person at the BASC office at 13600 S. 145th E. Avenue, Broken Arrow or credit card payment made at the BASC office. *A credit card processing fee will be charged for any card payments made.*

USER agrees not to interfere with others' scheduled utilization of the PREMISES.

USER agrees to abide by the BASC Standing Resolution policy that "Warm up in the goal area(s) are not permitted. Sanctions may be applied to the USER found to be allowing any activity in the penalty/goal areas prior to the game, during halftime or following a Game." A fine of \$75 per team per offense will be issued.

USER agrees to abide by the BASC Turf Field Policy which states that food and drink on the turf surfaces shall be limited to water only. Signage expressing such shall be maintained in areas around and leading to the turf fields. Violation of the policy by players, team officials or associated spectators will result in a fine of \$100, payable by the associated team. Failure to pay turf field violation fines or repeated violations may result in forfeiture of turf field use privileges as decided by the BASC Executive Board.

USER agrees that there shall be no movement of any turf field goals or weighted bags on turf surfaces. Movement of turf field goals or weighted bags shall be performed only by persons expressly authorized by BASC. Any turf field goals not in use shall be moved to the designated storage area and secured in a safe manner only by persons expressly authorized by BASC. Violation of this policy by players, team officials or associated spectators may result in a fine of \$100, payable by the associated team. Failure to pay turf field violation fines or repeated violations may result in forfeiture of turf field use privileges as decided by the BASC Executive Board.

USER agrees that if turf field corner flags are requested, it will be the responsibility of BASC to add, move or remove the corner flag base and flags from turf fields. Violation of this policy by players, team officials or associated spectators may result in a fine of \$50 and to pay the cost to replace or repair any corner flags/bases that are lost/stolen/damaged during field usage. Failure to pay turf field violation fines, repairs or replacement of corner flags/bases or repeated violations may result in forfeiture of turf field use privileges as decided by the BASC Executive Board.

USER agrees that in case of inclement weather on or before the day of the event, BASC may choose to close Indian Springs Soccer Complex for any and all games played on the reserved date depending on field conditions, which will be determined by BASC. BASC will make contact via email or phone call to advise of any or all Indian Springs Soccer Complex field closures.

USER agrees that tournament games will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

USER agrees that no other events other than the agreed upon games will be held at Indian Springs Soccer Complex. Restrictions of only spectators and players of the agreed upon games at Indian Springs Soccer Complex.

USER agrees to pay a \$250 trash bond to ensure that all trash from USER is placed in appropriate trash receptacles after each game for each field used. BASC will use the money from the trash bond to pay to have trash picked up and put in appropriate receptacles if this is not done by USER. If all trash is picked up at the end of scheduled games by USER, the trash bond will be returned to USER or destroyed at USER request.

After use of the PREMISES, USER shall ensure that all trash or refuse produced during the event is deposited into trash receptacles or dumpsters, supplied by BASC. Any bagged trash which will not fit into the supplied dumpster must be hauled away from the PREMISES at the USER's expense at the end of the EVENT. If bagged trash is not placed in the supplied dumpster, BASC will use the trash deposit to pay for removal of the trash.

USER shall exit the PREMISES no later than the expiration of the scheduled time slot.

USER agrees to check the soccer goals before the start of each game to ensure they are properly anchored to the ground with stakes on the grass fields and weighted bags on the turf fields. USER agrees to never allow anyone to climb, swing, play or hang on goals. USER agrees to never move any goals at ISSC.

BASC and CITY retain the right to enter any portion of the PREMISES at any and all times.

USER shall obey all City of Broken Arrow Ordinances and Parks and Recreation Department rules. Any violations of these rules may result in the immediate termination of this agreement.

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. BASC and CITY makes no representations or warranties, express or implied, as to the condition of the PREMISES. USER shall inspect the PREMISES immediately prior to and after each use and shall immediately notify BASC 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 BASC 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, 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 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 BASC or the CITY'S authorized personnel shall move or remove, place or replace position or reposition any of the BASC or the CITY'S equipment located on or upon the PREMISES.

Without limiting BASC'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 BASC 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 BASC and CITY, its officials, representatives, agents and employees as Additional Insured.

USER shall deliver to BASC an insurance certificate confirming the existence of the insurance required by this Agreement at the time of submission of this agreement and *no later than 2 (two) weeks* 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 BASC 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 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 BASC or CITY which may arise out of or in connection with any aspect of USER'S activities under this Agreement. I understand that the BASC and CITY will rely on this statement, that the terms of this agreement are contractual in nature, and are specifically designed to protect the BASC and CITY.

USER understands that any acts of violence, and as pursuant to the City of Broken Arrow code of ordinances, chapter 16:3 – assault and battery, caused by the USER, USER'S guest, invitees, employees, agents, and volunteers, and their respective family and heirs, will cause this Agreement to be revoked and nullified immediately, and that the Broken Arrow Police Department and the CITY will be contacted.

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

User agrees that no alcoholic beverages may be brought or consumed during any event at ISSC pursuant to the City of Broken Arrow code of ordinances, chapter 4 – alcoholic beverages.

No food or merchandise vending is allowed at ISSC for 3rd party rentals. All vending requests should be directed to Broken Arrow Soccer Club.

No reservations shall be made until this agreement has been approved by BASC. Payment, insurance and required documents must be supplied to BASC and rental paid in full no later than 21 days from the event.

Name & Title of Renter (Print)

Signature of Renter

Mailing address of renter or business

Phone number of renter or business

Accepted by BASC Name & Title

Date

EMAIL COMPLETED FORM TO INFO@BASOCCER.CLUB

3RD PARTY RENTAL ITEMIZATION RATES

City of Broken Arrow Resident Prices. A utility bill or driver's license proving residency shall be provided.

\$65- Per game field usage for a grass field (up to a 90 minute time slot or as applicable for the age group)

\$165- Per game field usage for a turf field (up to a 90 minute time slot or as applicable for the age group)

\$30- Per day use of corner flags

\$70- Per day use of restrooms for the complex which games are held

\$ 35 - Per day use of lights as required

\$250 - Per event or field rental Trash Bond

\$500 – Per tournament rental will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

Non-Resident Prices:

\$85- Per game field usage for a grass field (up to a 90 minute time slot or as applicable for the age group)

\$185- Per game field usage for a turf field (up to a 90 minute time slot or as applicable for the age group)

\$30- Per day use of corner flags

\$70- Per day use of restrooms for the complex which games are held

\$ 35 - Per day use of lights as required

\$250 - Per event or field rental Trash Bond

\$500 – Per tournament rental will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

Restroom Rental Only:

In Season:

Groups up to 50 people, \$175; groups of 51 to 100 people, \$350.

Out of Season:

Groups up to 50 people, \$275; groups of 51 to 100 people, \$550.

Tournament Rates:

Please call the BASC office for negotiated fees

***BASC USE ONLY**

Rental application received. *Date:* _____ *Received by:* _____

Rental payment received. *Date:* _____ *Received by:* _____

Verification of funds. *Date:* _____ *Verified by:* _____

Trash deposit received. *Date:* _____ *Received by:* _____

Proof of insurance received. *Date:* _____ *Received by:* _____

Verification of insurance: *Date:* _____ *Verified by:* _____

Proof of residency received. *Date:* _____ *Received by:* _____

Turf Field Policy acknowledgement received: *Date:* _____ *Received by:* _____