



Parks and Recreation
Sports Complex Facility Use Agreement
FOR MUNICIPAL BASEBALL & SOFTBALL LEAGUES

This Facility Use Agreement (the "Agreement") sets forth the terms, conditions, and limits associated with the use of Pascagoula Sports Complex by municipal baseball and softball leagues. Except as stated otherwise herein, the terms of this Agreement are not subject to alteration. Further, the Agreement must be signed annually prior to the commencement of the League's season by both the League president and the Parks and Recreation Director, or designee, before any use will be assigned or permitted.

Calendar Year Requested: _____

League Making Request: _____

WITNESSETH:

WHEREAS, the City desires to contract with the above-listed League (the "League") to provide youth recreational opportunities in the City of Pascagoula (the "City"); and

WHEREAS, the League possesses the capabilities to provide such opportunities and has proposed to the City of Pascagoula Parks & Recreation Department ("PPRD") to provide such opportunities; and

WHEREAS, it is appropriate that the following Agreement be entered into for the safety and convenience of the general public in the use and enjoyment of and the overall enhancement of recreational and educational experience within the Pascagoula Sports Complex.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually enter and agree to this Agreement, each for itself and its successors and assigns, as follows:

1. PPRD shall provide playing fields and facilities for the League practices, games, and other events at the Sports Complex as set forth herein.

2. PPRD shall ensure that the grass at the Sports Complex is cut on a planned rotation and lay-out and line fields for scheduled games. PPRD will construct pitching mounds, repair dugouts, and handle all general maintenance, such as plumbing and electrical repairs to facilities.
3. PPRD shall allow the League to use the Sports Complex facilities for meetings and registration and normal League play at no cost. Said facilities will be scheduled through PPRD based on availability.
4. In the event of inclement weather, the PPRD will make the determination of unsafe or unplayable conditions and may prohibit use of the Sports Complex.
5. PPRD or its designee shall empty trash barrels at the Sports Complex.
6. PPRD will pay all utilities at the Sports Complex. PPRD will furnish and maintain all lighting at fields and make repairs as necessary. PPRD will furnish bases, home plates, pitching rubbers, goals, and nets.
7. If requested by the League, PPRD will assist the League with scheduling, clerical assistance, and team organization.
8. The League will furnish PPRD with a copy of their constitution/by-laws, a copy of their playing rules for all ages before this agreement will be executed. If at any time rules or by-laws are changed a copy must be provided to PPRD.
9. The League shall notify PPRD of all registration dates and times at least two weeks prior to the start of registration. All proposed schedules (practices, games, tournaments, practices, special events, etc.) shall be provided to PPRD as soon as they are available for PPRD approval. Any changes made to the schedule must be approved in writing by PPRD.
10. The League shall provide an annual financial statement from their previous season along with a budget for the upcoming season to the PPRD upon execution of this agreement. The statement/budget should be approximately one page in length and outline the revenues and expenses in general categories. Specific items, expenses or revenues should not be included. PPRD may, in its discretion, also request an audit of the League's finances.
11. The League shall charge non-residents of the City, who do not own real property in the City, an additional registration fee equal to 50% of the regular registration fee. Within thirty days following the last registration day each year, the League shall pay to the City the non-resident portion of such registration fees. The League shall be responsible for verifying proof of residence or land ownership for each participant. Proof of residency or real property ownership shall be established with a utility bill or receipt showing payment of ad valorem taxes. The League shall further provide to PPRD a copy of all rosters (including names, addresses, and phone numbers) of all participants two weeks prior to the start of the season.
12. The League's official meetings will be considered public and shall provide PPRD and the general public at least one-week notice prior to any such meeting.
13. The League shall be responsible for establishing and collecting gate admission fees, and the League shall retain all such fees it collects for its own benefit.
14. The League shall be responsible for furnishing and compensating umpires for all League-sponsored activities.
15. The League authorizes the City to sell up to seven team sponsorships for the League's teams. The City may, in its discretion, remit to the League a portion of such sponsorship fees received by the City upon the League's request.

16. No signs may be placed at the Sports Complex, including on any fence, pole, or structure therein, without the written permission of PPRD. The League agrees and acknowledges that the City shall have the right and responsibility to sell all sign sponsorships at the Sports Complex. The City may, in its discretion, remit to the League a portion of such sponsorship fees received by the City upon the League's request.
17. The Sports Complex will be unlocked and secured by a League representative anytime there is a practice, game, or tournament scheduled. This includes restrooms, gates, storage rooms, and meeting rooms. At the conclusion of the League's season, the League shall return to the City all Sports Complex keys. The League acknowledges and understands that it is prohibited from copying keys to the Sports Complex. In the event keys are lost or are otherwise not returned to the City, the League shall be responsible for paying the costs of rekeying the Sports Complex.
18. The League shall be responsible for all daily clean-up of common areas and storage facilities to which the League has access. PPRD will have the restrooms cleaned on a scheduled basis during the week. The League shall clean the restrooms on the weekends. The League must also maintain its own cleaning supplies, with the exception of paper towels and toilet paper for the restrooms.
19. The League is responsible for leaving the Sports Complex in a clean state to include parking areas, concessions, restrooms, bleacher areas, and playing fields. The League will not move the portable mounds. It shall be the responsibility of PPRD staff to move the portable mounds.
20. Except for the aforementioned cleaning, the League shall not, without the written permission of PPRD, perform any maintenance, improvements repairs, or other similar work at the Sports Complex.
21. The League shall report any maintenance problems to PPRD the morning after the problem is first discovered by the League.
22. Any and all damage to Sports Complex property, including the City's maintenance property, caused by the League and its staff, participants, coaches, and spectators shall be the sole responsibility of the League. In the event such damage occurs, the League shall provide written notice of such damage to the City's City Manager within twenty-four (24) hours of the League learning of such damage. The City shall thereafter be responsible for repairing such damage; provided, however, that the League shall reimburse the City for the actual costs of performing such repairs. Upon completion of such repairs, the City shall provide written notice of the actual costs of the repairs to the League. Within thirty (30) days of the receipt of such written notice, the League shall pay to the City those actual costs.
23. The League understands, agrees, and acknowledges that "soft tossing" or hitting into fencing is prohibited at the Sports Complex. The League shall be responsible for ensuring that its staff, participants, coaches, players, and spectators comply with this prohibition.
24. The League understands, agrees, and acknowledges that no vehicles shall be permitted inside the Sports Complex, except to use designated drop-off points and parking areas. The League shall ensure that its staff, participants, coaches, players, and spectators park their vehicles in compliance with this Section. The

City may, in its discretion, require individuals in violation of this Section to leave the Sports Complex and may have any such vehicles towed.

25. The League shall bear the risk of loss for any damage equipment, inventory, signage, or other personal property owned by the League or its volunteers or agents which are located at, on, or within the Sports Complex. Any insurance for such loss or damage shall be obtained by and paid for by the League. The City shall have no responsibility or liability for (i) loss or damage to property of the League, its volunteers or agents, or third parties located at, on, or within the Sports Complex; or (ii) any personal injury to the League or third parties, including agents or volunteers of the League, at or within the Sports Complex and, in this regard, the League does hereby indemnify and hold the City harmless from such loss, damage, or injury.
26. The City shall not be liable for any damage to property of the League or of others entrusted to the League, nor for the loss of, or damage to, any property of the League or of others entrusted to Organizer by theft or otherwise. The City shall not be liable for any injury or damage to persons or property resulting from fire, water, or rain, or by any other cause of any nature whatsoever.
27. **HOLD HARMLESS, DEFENSE AND INDEMNITY**
 - a. The League, on its own behalf, as well as on behalf of its employees, volunteers, agents, representatives, clients, customers, and participants, acknowledges, stipulates, and accepts the dangers, risks, and potential liabilities associated with the organization, scheduling, promotion, management, attendance of, spectating of, and playing of baseball and softball activities (the "Permitted Activity"). The League, its employees, volunteers, agents, and representatives agree, swear, and affirm to release and hold harmless the City for any and all loss, damage, injury, claim, or liability (including, without limitation, attorneys' fees) arising from their engagement in the Permitted Activity.
 - b. In consideration of the benefits conferred herein, and to the fullest extent permitted by law, the League shall defend, indemnify, and hold harmless the City, its agents, and employees (collectively, the "Indemnities"), from and against any and all demands, claims, causes of action, liens, fines, penalties, losses, damages, costs, and expenses (including legal fees), of every kind and nature, regardless of whether in law or in equity, or whether nominal, actual, direct, indirect, consequential, special, punitive, or otherwise (collectively, the "Liabilities"), arising out of, or related to, participation in the Permitted Activity by the League and its employees, volunteers, agents, and representatives.
 - c. The City shall be entitled to recover from the League all attorneys' fees, costs, and expenses incurred enforcing the defense and indemnity obligations contained in this Agreement. The defense and indemnity obligations contained in this Agreement shall survive the expiration of this Agreement.
 - d. If any portion of the foregoing section is determined to be in contravention of applicable law or otherwise invalid or unenforceable, that portion shall be deemed severable and the rest of the section and the section shall be reformed to provide the maximum enforceable defense and indemnity in favor of the Indemnities permitted by applicable law.

28. The League shall handle all disciplinary problems in the manner prescribed by its by-laws. The League understands, agrees, and acknowledges that participation in and spectating of League-sponsored activities shall be done in a friendly and sportsmanlike manner and without obscene language. The City reserves the right to remove anyone from the Sports Complex who fails to abide by these standards. Any disciplinary problems involving fighting or physical altercations, or anytime the police are called, the League must notify the PPRD in writing within 48 hours of the incident.
29. NO GLASS BOTTLES OR ALCOHOLIC BEVERAGES ARE ALLOWED ON THE PREMISES OF THE SPORTS COMPLEX. Alcoholic beverages are prohibited on all City property, included the Sports Complex, unless a valid alcohol permit has been issued by the City Manager. Alcohol permits will not be granted to any youth athletic event.
30. Except for properly documented service animals, no pets shall be allowed in the Sports Complex.
31. The League shall maintain liability insurance with minimum limits of \$1 million per incident. The League shall have the City of Pascagoula listed as an additional insured on said policy of insurance, a copy of which shall be furnished to the City annually upon renewal, and thereafter upon request. The League specifically acknowledges that at any time these requirements are not met, the League shall not have access to the Sports Complex. The League shall report all accidents or injuries requiring medical assistance to the PPRD in writing within 48 hours of the incident.
32. All youth coaches and volunteers must complete an approved coach's application on an annual basis and a criminal background check must be completed prior to the coach being assigned a team each season. In addition, all coaches must be NYSCA certified.
33. The League shall, at its expense, obtain all licenses and permits required for the conduct of its business. The League shall, at its expense, observe and comply with all present and future laws, ordinances, directives, orders, rules, and regulations of governmental authorities having or claiming jurisdiction over the organization and management of softball tournaments at the Sports Complex.
34. The League understands, agrees, and acknowledges that no third-party vendors of any kind shall be allowed to sell, distribute, or provide any services or goods at the Sports Complex without first (i) receiving the written approval of the City's City Manager or his designee, and (ii) providing the City a valid sales tax number (or use tax number, if applicable) issued by the Mississippi Department of Revenue for each vendor.
35. City agrees to provide concession services at the Sports Complex during all games and tournaments sponsored by the League. The League understands, agrees, and acknowledges that it shall not be permitted to utilize or hire an outside or third-party concessionaire at the Sports Complex. The League further understands, agrees, and acknowledges that it shall not be entitled to any portion of the proceeds of concession sales at the Sports Complex.
36. The League is responsible for collecting state taxes as set forth by the Mississippi Department of Revenue to include any sales and admissions. The payment of these taxes will be the responsibility of the League and paid directly to the Department of Revenue.

37. The League's relationship with City is that of an independent contractor, and nothing in this Agreement is intended to or shall be constructed as creating a partnership, agency, joint venture, employment, or similar relationship.
38. The League acknowledges that it and all its officers, employees, volunteers, and agents are not an employee or agent of the City for any purpose whatsoever. The League acknowledges that its personnel, volunteers, employees, officers, and agents are not entitled to receive any of the fringe benefits received by the City's employees, including, but not limited to, Workers' Compensation insurance.
39. The League shall not have the authority to enter into any contract on the City's behalf or to otherwise bind the City to any agreement, unless expressly authorized to do so in writing by the City.
40. Either party to this Agreement shall have the right to terminate it, with or without cause, upon thirty (30) days written notice to the other party. In addition, this Agreement may be terminated at any time, without penalties or prejudice, by mutual agreement of both parties in writing.
41. This Agreement, or any interest therein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the League without the prior written consent of the City. Subject to the preceding sentence, and to the extent authorized by law, covenants and conditions herein contained shall apply to and bind the successors and assigns of all the parties hereto.
42. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreement, either written or oral.
43. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of any subsequent breach.
44. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both the City and the League.
45. The City and the League each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement.
46. This Agreement and all covenants and warranties contained herein shall survive indefinitely unless agreed otherwise in writing by the parties.
47. Termination of this Agreement, unless expressly provided herein, shall not relieve or release any party from any rights, liabilities, or obligations that it has accrued prior to the date of such termination and those rights, liabilities, and obligations expressed herein of the parties upon the termination of this Agreement.
48. This Agreement shall be governed and construed in accordance with Mississippi law, without regard to conflict of law principles. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Jackson County, Mississippi, to the exclusion of all other

venues. The League hereby waives any and all objections and defenses to personal jurisdiction in Mississippi in the event any such litigation arises.

49. Each party represents and warrants to the other party as of the date of execution of this Agreement that: (i) it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement, and (ii) it has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

50. Any violation of this agreement by the League shall result in its forfeiture of the use of the Sports Complex.

I agree to all the terms and conditions set forth in the above Agreement. I understand that if the League does not abide by the agreement, the City and/or PPRD may terminate the League's access to the Sports Complex.

_____	_____
League President/Chairperson	Date

Mailing Address of League	

_____	_____
Parks & Recreation Director	Date

(policy effective January 20, 2021)