

RESOLUTION 24-65

A RESOLUTION TO APPROVE A LICENSE AGREEMENT FOR THE FIELDS AT FISCHER PARK TO BENEFIT THE SPRING HILL SPORTS ASSOCIATION

WHEREAS, the City of Spring Hill owns and maintains the property known as Fischer Park located at 4285 Port Royal Road; and

WHEREAS, the City of Spring Hill desires to set forth certain provisions for the use of the athletic fields at Fischer Park; and

WHEREAS, the Spring Hill Sports Association provides organized recreational youth sports within the City of Spring Hill; and

WHEREAS, the Spring Hill Sports Association wishes to use the fields at Fischer Park for their league practices and games; and

WHEREAS, the City will grant permission of the use of the subject property by the Spring Hill Sports Association upon the terms set forth in the License Agreement attached hereto, which will replace any prior Use Agreement by and between the City of Spring Hill and the Spring Hill Sports Association; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the attached License Agreement for the Spring Hill Sports Association to use the athletic fields at Fischer Park is hereby approved and replaces the prior Use Agreement by and between the City of Spring Hill and the Spring Hill Sports Association.

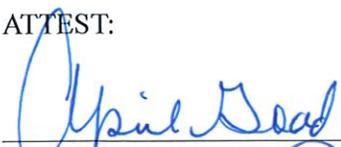
BE IT FURTHER RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the Mayor is authorized to execute said License Agreement.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 18th day of March, 2024.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approval of Resolution 24-65

SUBMITTED BY: Tyler Scroggins, Public Works Director and Kayce Williams, Parks & Recreation Director

DATE: March 12, 2024

RE: License Agreement with Spring Hill Sports Association

ATTACHMENTS: Resolution, License Agreement

PURPOSE:

To approve a license agreement between the City and the Spring Hill Sports Association for the use of the fields at Fischer Park.

BACKGROUND:

The Spring Hill Sports Association has been operating a community league on the fields at Fischer Park since the park opened and serves hundreds of children in our community through multiple athletic programs. The current use agreement is set to expire in April so a new agreement has been prepared. Many of the terms in the new agreement mirror the terms in the current agreement. Some new terms have been added to provide additional parameters for maintenance and repair as well as parking. The agreement has been reviewed by the City Attorney and staff met with the Spring Hill Sports Association to discuss the terms. The Parks and Recreation Commission has reviewed the license agreement and submits a favorable recommendation by vote of 5-1.

FINANCIAL IMPACT:

None

ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):

BOMA approval and Mayor's signature.

LICENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This License, Hold Harmless and Indemnification Agreement (“Agreement”) is entered into on this 15th day of April, 2024 by and between the City of Spring Hill, Tennessee, (“City”) and Spring Hill Sports Association (“Licensee”).

WHEREAS, the City owns, operates, and maintains certain facilities for athletic use and other public uses, which facilities are generally known as the fields at Fischer Park, within the City’s corporate limits and;

WHEREAS, the City desires to make available to Licensee, and Licensee desires to use the athletic fields and concession area at Fischer Park for athletic programs under the direction of the Licensee.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** The City hereby licenses the Licensee to use the athletic fields and concession area (hereinafter “Premises”), located in Fischer Park. This license is non-exclusive, non-transferable and may be terminated by either party in writing without prior notice.
2. **Term.** The term of this Agreement shall be for two (2) years from the date indicated above. The Parties may extend this Agreement by mutual agreement in writing for additional one (1) year periods.
3. **Use of Premises.** Licensee shall have the right to use the Premises for the purposes of conducting community youth athletic league programs.
 - a. Licensee shall conduct community youth athletic league programs as follows:
 - i. **League Practices and Games:** Licensee may occupy the Premises Monday, Tuesday, Thursday, Friday, Saturday and Sunday from March 1st through May 31st (“the Spring Season”) and August 1st through November 30th (“the Fall Season”).
 - ii. **Additional League Activities:** Licensee may use the Premises for additional events, games, or practices as agreed to by the City.
 - iii. **City Use.** Notwithstanding the foregoing, the City shall always have the right to schedule and use any part of the Premises for private or City-sponsored events by providing Licensee thirty (30) days written notice of same.
 - b. Licensee shall use the Premises in a safe and careful manner and in compliance with all applicable municipal, state, and federal laws, rules, and

regulations prescribed by the City Fire and Police Departments and other Governmental authorities as may be in force and effect during the Term of this Agreement.

- c. Licensee shall not in any way deface, alter, injure, or abuse any part of the Premises. The Licensee shall rotate field usage areas on a regular basis to minimize concentrated overuse and wear. The Licensee agrees to notify the City immediately of any damages to the Premises which occur during the Term of this Agreement of which the Licensee is aware.
 - d. Licensee shall use the Premises to conduct community youth athletic league practices, games, season-ending tournaments, camps and additional league activities as agreed to by the City. Licensee shall not conduct additional tournaments or conduct outside special events on the Premises without permission from the City. The Licensee shall notify the City in writing for requests other than normal league play under the direction of the Licensee.
 - e. Licensee shall maintain the parking lot, playing fields, common areas, and restroom facilities in a trash-free and sanitary condition during scheduled times.
 - f. Licensee shall dispose of all trash from fields into proper disposal containers prior to leaving the Premises after every field occupation. The Licensee shall empty the trash receptacles directly related to the fields and concessions prior to leaving the Premises. The City shall dispose of all waste materials from surrounding park areas.
 - g. The Licensee shall post no permanent signage on the Premises without prior written approval from the City.
 - h. The Licensee shall not alter or modify any existing buildings or structures nor build any new buildings or structures on the Premises without prior written approval from the City.
 - i. The Licensee shall permit parking only in legitimate parking spaces.
4. **Schedules.** The Licensee shall submit to the City a copy of each program's play schedule with a proposed light schedule no later than February 1 of each calendar year of this Agreement. The Licensee shall submit changes to schedules for rainouts/make-ups by email to kwilliams@springhilltn.org at the Spring Hill Parks and Recreation Department within 24 hours or as soon as Licensee decides upon schedules. The City will determine on a daily basis if the fields are suitable for league. In the event that the City wishes to close the fields and prevent Licensee's usage on a game day then such decision must be made before 7:30 a.m. on the game day unless mutually agreed otherwise. In the event the City seeks to close the fields and prevent the Licensee's usage on a weekday for practices, then such decision must be made prior to 4:00 p.m. on the day to be closed. The City, at any time, reserves the right to cancel any

scheduled league activity due to unsafe field conditions, inclement weather, necessary repairs and maintenance, or other unforeseen circumstances.

5. **Equipment.** Licensee shall supply all of its own equipment. The City is not responsible for supplying any equipment, nor for taking any other action, with respect to the construction or repair of the Premises other than as provided herein. The City shall not use any of the Licensee's equipment under any circumstances without the prior written approval of the Licensee. The City may move the Licensee's equipment as necessary for maintenance.
6. **License Fee.** Licensee will pay the City of Spring Hill Parks Department a total sum of One Hundred Dollars (\$100.00) as a License Fee for a season of use, and such amount shall include all utilities. The Licensee shall pay the License Fee shall in full on December 1, 2024.
 - a. The Licensee shall pay the License Fee for subsequent seasons in the same manner. The License Fee shall increase by three percent (3%), compounded annually.
 - b. The Licensee shall submit a statistical report pertaining to the programs held at Fischer Park no later than December 31st each year, to the City of Spring Hill, in order to provide participant numbers for benchmarking purposes.
 - c. The City reserves the right to directly bill the Licensee for any damage, abuse or overuse of the utilities, facilities, or consumable goods that are in excess of normal monthly costs, caused by or resulting from the Licensee's use of the Premises. The City shall use good faith in determining if there has been excessive use of the aforementioned items. The City hereby agrees to provide the Licensee with a copy of the previous 36 months' worth of utility bills within three (3) days if required.
7. **Concessions.** The Licensee has permission to use the concession facility located at Fischer Park as follows:
 - a. The equipment which the Licensee owns is the responsibility of Licensee to repair and maintain. For the further avoidance of doubt, the City does not have permission to use any property or equipment belonging to the Licensee without prior written permission. The City may move the Licensee's equipment as necessary for maintenance.
 - b. Any installation of equipment requires written consent by City of Spring Hill Parks and Recreation Department in conjunction with City of Spring Hill Public Works Department.

- c. The Licensee shall maintain sufficient insurance coverage on any and all equipment located/stored in concession facilities. The Licensee shall submit proof of insurance to the City with schedule.
 - d. The Licensee shall maintain the concession stand in a clean, safe, and healthy condition.
 - e. The Licensee must do any grilling outside of the concession facility and on a fireproof grilling mat to prevent grease from contacting the ground. The Licensee must clean the grilling area after every use. The Licensee must dispose of grease properly and not down the drain.
 - f. Licensee shall not sell or promote the sale of any alcohol or tobacco products.
 - g. The Licensee is responsible for all supplies needed. It is understood that if the City of Spring Hill Parks and Recreation Department sponsors a tournament, the Licensee reserves the first right of refusal to sell concessions for that tournament, with the rights of those concessions awarded to Licensee; however, should Licensee decline to sell concessions the City reserves the right to sell concessions. In the event the City sells concessions, the City shall use its own equipment and shall receive any proceeds from concession sales.
 - h. At the end of the season, the Licensee shall leave the concession stand clean and orderly and agrees to remove any and all equipment or property belonging to the Licensee from the concessions stand.
8. **Vendors.** The Licensee shall prohibit vendors from providing any goods during the Licensee's use of the football fields, unless Licensee obtains prior written permission from the City.
9. **Maintenance.** The City is responsible for general facility maintenance, which shall include, but not be limited to:
- a. Mowing of playing surfaces;
 - b. Fertilizing, spraying, and weed control;
 - c. Repairs and maintenance to City-owned facilities, equipment, and fixtures;
 - d. Maintenance of irrigation system; and
 - e. Daily cleaning of restrooms and consumable products for restrooms.
10. **Insurance.** Licensee shall procure and maintain, throughout the term of this Agreement, a policy or policies of insurance, at its sole cost and expense, insuring

Licensee and listing the City as an additional insured against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection with the use of the facility by Licensee. The limits of such liability policy or policies must be in an amount not less than One Million Dollars (\$1,000,000.00) property damage coverage which shall cover the building against vandalism occurring during use by the Licensee and all equipment and contents. A certificate of insurance must be submitted and must show the City of Spring Hill as the certificate holder and additional insured for the duration of the License. The License must submit all insurance policies to the City of Spring Hill Parks and Recreation Department prior to the beginning of each season.

11. **Hold Harmless, Defend and Indemnify.** Licensee hereby agrees to hold harmless, defend, and indemnify the City from any and all claims resulting from the Licensee's use of the Premises.
12. **Licensee Representations.** Licensee covenants that it shall not discriminate against any person on any basis whatsoever, including, but not limited to, sex, race, religion, national origin or disability and that its programs and services will comply with the American Disabilities Act. The Licensee shall also give priority to Spring Hill Citizens.
13. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
14. **Background Checks.** Licensee is responsible for conducting all background checks for any personnel, umpires, or coaches they deem necessary for league programming.
15. **Notices.** The Parties shall direct any communication between the parties to the addresses listed below:

CITY ADDRESS: City of Spring Hill
P.O. Box 789
199 Town Center Parkway
Spring Hill, TN 37174
Attn: Kayce Williams, Parks and Recreation
Director

LICENSEE ADDRESS: Spring Hill Sports Association
P.O. Box 279
Spring Hill, TN 37174
Attn: T. C. Olsen, League President

Either party may, by written notice to the other, change the address to which subsequent notice shall be directed.

16. **Assumption of Liability.** The City must not be liable to Licensee or Licensee's employees, agents, guests or invitees or to any other person whomsoever, for injury to persons or damage to property on or about Fischer Park caused by the negligence or misconduct of Licensee, its employee, subtenants, licensees and concessionaires or of any other person entering Fischer Park under expressed or implied invitation of Licensee arising out of the use of the Premises by Licensee in the conduct of its business herein or arising out of any breach or default by Licensee in the performance of its obligations hereunder and Licensee hereby agrees to indemnify and hold the City harmless from any loss, expense or claims arising out of or caused by burglary, theft, or other illegal acts performed on the Premises. Licensee shall submit within a 24-hour period all accident reports to the City of Spring Hill Parks and Recreation Department.
17. **Governing Law.** The validity, construction, and effect of this Lease and any and all extensions and/or modifications thereof is exclusively governed by the laws of the State of Tennessee.
18. **Venue.** Venue for any dispute by and between the Parties arising from this Agreement is in the Circuit Court of Maury County, Tennessee.
19. **Waiver.** No waiver of any provision of this License shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
20. **Severability.** Should any provision of this License be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this License.
21. **Accident Report Form.** Licensee agrees it shall submit an Accident Report Form as part of this Lease Agreement. Accident Report Form is to be made available to all affiliated with the Licensee's use of the football fields with instructions on its use and purpose, specifically, that any and all accidents are to be reported on this form and submitted to the City of Spring Hill Parks and Recreation Department no later than 24 hours of accident.
22. **Entire Agreement:** This Agreement constitutes the entire agreement with respect to any matter referenced herein and supersedes any and all writings and oral negotiations, including, but not limited to, a prior Use Agreement by and between the City of Spring Hill and Spring Hill Sports Association. This Agreement shall be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto.

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on or as of the day and date first above written.

CITY OF SPRING HILL

By: 
Jim Hagaman, Mayor

SPRING HILL SPORTS ASSOCIATION

By: 
T. C. Olsen, League President