

**RESOLUTION 19-58**

**A RESOLUTION TO APPROVE A USE AGREEMENT FOR THE PORT ROYAL PARK FACILITY TO BENEFIT THE SPRING HILL SPORTS ASSOCIATION**

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

**WHEREAS**, the City of Spring Hill desires to set forth certain provisions for the use of said Port Royal Park Facility to Benefit the Spring Hill Sports Association (formerly known as the Spring Hill Youth Football Association); and

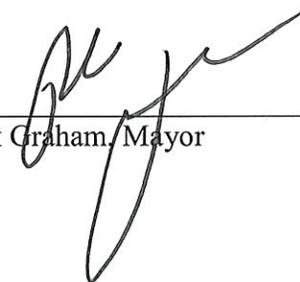
**WHEREAS**, the Spring Hill Sports Association is a recognized provider of high quality organized recreational youth sports within the City of Spring Hill; and

**WHEREAS**, the public good demands the City's permission of the use of the subject property by the Spring Hill Sports Association upon the terms set forth in the Use Agreement attached hereto, which will replace a prior Use Agreement by and between the City of Spring Hill and the Spring Hill Youth Football Association; and

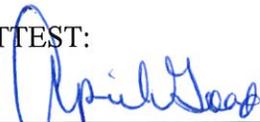
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the attached Use Agreement for the Spring Hill Sports Association to use the Port Royal Park Facility is hereby approved and replaces the prior Use Agreement by and between the City of Spring Hill and the Spring Hill Youth Football 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 Use Agreement.

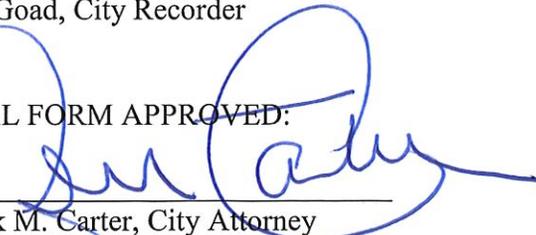
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 15<sup>th</sup> day of April, 2019.

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick M. Carter, City Attorney

This instrument prepared by Patrick M. Carter, Attorney, 809 South Main Street, Suite 100, Columbia, Tennessee 38401.

### USE AGREEMENT

THIS USE AGREEMENT (“Agreement”), upon good and valuable consideration, is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **CITY OF SPRING HILL**, (hereinafter referred to as “City”), and **SPRING HILL SPORTS ASSOCIATION, formerly known as Spring Hill Youth Football Association** (hereinafter referred to as “User”), and replaces a prior Use Agreement dated \_\_\_\_\_, 2018, by and between the City of Spring Hill and the Spring Hill Youth Football Association.

### WITNESSETH:

1. **PREMISES:** The Premises is certain real property commonly known as Port Royal Park located at 4285 Port Royal Road, Spring Hill, Tennessee (the “Premises”). The Premises is a publicly owned facility by the City of Spring Hill and, therefore, open to the public unless otherwise indicated.

2. **PURPOSE:** The City agrees to allow the Spring Hill Sports Association the use of the athletic fields at the Premises for the purpose of conducting a Youth Sports program and ancillary purposes. This program will provide sports activities, including, but not limited to, tackle football, flag football, soccer, lacrosse, ultimate frisbee, and cheerleading. User may also provide for the sale of items at the concession facility provided on the property. The User will agree to comply with the terms of this Resolution, the rules and regulations of the Spring Hill Parks and Recreation Department and all applicable city, state, and federal laws.

3. **TERM:** The term of this Agreement is for a period of five (5) years commencing on \_\_\_\_\_, 2019, and ending on \_\_\_\_\_, 2024, unless terminated earlier by the terms provided. The User will have access to the Premises based on its submitted schedule of games

and practice times. The User will have access to the Premises from February 1 through November 30 of each year upon the practice and game schedules being submitted to the Parks Director by the User no later than February 1. The Parks and Recreation Department reserves the right to allow other entities use of the Premises as long as it does not conflict with User's submitted schedule. All non-scheduled dates/times will hereby be free and open to the general public.

4. **CITY OBLIGATIONS:**

A. The City shall maintain the playing fields for the regularly scheduled games. Maintenance shall include, but not be limited to:

Mowing of playing surface  
Fertilizing, spraying and weed control  
Fence and bleacher repair  
Maintenance of irrigation system

B. The City shall maintain the concession stand in a clean and safe condition while complying with all regulations pertaining to the serving of food and beverages. This includes building repairs and maintenance for the roof, interior and exterior walls, doors, plumbing and electrical systems. It also includes providing paper products and routine cleanup for the restrooms.

C. The City shall maintain the parking areas.

D. The City, at any time, reserves the right to cancel any scheduled game due to unsafe field conditions caused by inclement weather or other unforeseen circumstances.

E. The City shall conduct meetings if it deems necessary to discuss facility maintenance.

**5. USER OBLIGATIONS:**

A. The User shall provide any additional maintenance of the fields required between consecutively scheduled games.

B. The User shall maintain the concession stand in a clean, safe and healthy condition. The User shall not sell or promote the sale of any alcohol or tobacco products. The User shall be responsible to open the concession stand and will be responsible for all supplies needed. At the end of the season, the User shall leave the concession stand clean and may be required to remove all or any User-owned belongings.

C. The User shall make reasonable efforts to maintain the parking lot, playing field, common areas and restroom facilities in a trash-free condition during scheduled times. The User shall perform trash and litter pick up and placement into receptacles. The User shall be responsible for emptying trash receptacles filled by any league-generated events into provided dumpsters.

**6. USER REPRESENTATIONS:**

A. User covenants that it shall not discriminate against any person, including, but not limited to sex, race, religion, national origin or disability and that its program and services will comply with Americans with Disabilities Act.

B. User shall maintain a liability insurance policy no less than One (1) Million Dollar (\$1,000,000.00) coverage during the term of its usage. A certificate of insurance must be provided to the City prior to the beginning of each season. Such insurance shall cover accident or damage in or on the demised Premises and any parking areas or entrance ways. User hereby agrees to defend, indemnify and hold the City of Spring Hill harmless from any and all

claims resulting from the User's use of the Premises. User shall name the City of Spring Hill as an additional insured.

C. User accepts the property as suitable for the intended use and shall protect and maintain the Premises in the conditions in which it is found.

D. User shall ensure there are processes and procedures in place which encourage participation of underprivileged children. The User shall also give priority of use to all Spring Hill Citizens.

7. **UTILITIES:**

A. The City shall provide and pay for all utilities for the Premise and any arrangement for repair.

B. The City reserves the right to directly bill User for any abuse or overuse of utilities that are in excess of normal monthly costs. The City shall have the sole discretion for determining if there has been excessive use of utilities.

8. **POLICIES:**

A. Signage: The User shall post no PERMANENT signs on the Premises without approval from the City. The User shall be permitted to post league, team and sponsor banners during league season.

B. Structures: The User shall not alter or modify any existing buildings or structures nor build or locate any new buildings or structures on the Premises without prior written approval from the City.

C. Termination: This Agreement shall not be assigned or transferred. The City reserves the right to terminate usage of the Premises at its discretion with or without cause, without prior notice. The City may elect to, but is not required to, give User an opportunity to

timely correct the default. If the User decides to no longer utilize the Premises for its recreational venture, the City requests a written notice at least six (6) months prior to season start in order to plan and continue such activities for the citizens of Spring Hill.

D. Powers: The City has the power to remove any organization or individual not abiding by this Agreement or for conduct deemed inappropriate to the citizens of Spring Hill.

9. **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 the Spring Hill Youth Football 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: \_\_\_\_\_

Rick Graham, Mayor

SPRING HILL SPORTS ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_