



ATHLETIC FIELD USE AGREEMENT

This ATHLETIC FIELD USE AGREEMENT (this "Agreement") is made and entered into as of the date signed by both parties to this Agreement, by and between the STANSBURY SERVICE AGENCY, a special service agency with Tooele County and the State of Utah ("the SSA") and

(the "Organization"), in connection with the SPORTING EVENT (defined below in the Fee Schedule and also in the "Field Use Policies"), commonly known and referred to as

scheduled for
_____.

1.0 GRANT OF LICENSE. With issuance of the SSA Field Use Permit (the "Field Use Permit"), the SSA authorizes exclusive use by the Organization of each athletic field (collectively the "Athletic Fields") identified in the Field Use Permit on the dates and at the times set forth therein subject to the terms and conditions set forth in this Agreement. The SSA shall have the sole discretion to determine which Athletic Fields are authorized for use by the Organization, which may differ from the Athletic Fields requested in the Sporting Event Reservation Application (the "Application") submitted by the Organization to the SSA.

The license granted herein to the Organization is solely for use of the Athletic Fields in connection with the sporting event more fully described in the Application (the "Sporting Event") and for no other purpose, and is made in consideration for payment of the security deposit and sporting event fees set forth in Section 3.0 SECURITY DEPOSIT AND SPORTING EVENT FEES below, and performance of all its obligations set forth in this Agreement by the Organization.

The license granted herein does not constitute any future commitment by the SSA, or guarantee the approval of any future request submitted by the Organization, for use of the Athletic Fields at the same times and on the same dates set forth in the Field Use Permit. Any future request by the Organization to use the Athletic Fields will be subject to the discretion of the SSA, and the fees, deposit requirements, and policies and procedures in effect at that time.

2.0 TERM OF AGREEMENT. This Agreement shall commence on the date set forth in the first paragraph above and shall continue in full force and effect until the Organization has performed all of the obligations imposed under this Agreement.

Subject to the inclement weather or Force Majeure provisions set for in Section 5.0 CANCELLATION FOR FORCE MAJEURE below, there shall be no change to the times, dates or the Athletic Fields identified in the Field Use Permit unless the Organization gives the SSA written notice no later than two (2) business days in advance of proposed change, and the SSA agrees, in writing, to the requested change. The SSA may accept or deny the requested change in its sole

discretion. E-mail communications to the address set forth in Section 10.20 NOTICES below shall be an acceptable form of writing notice for purposes of this Section 2.0.

3.0 SECURITY DEPOSIT AND SPORTING EVENT FEES. In consideration for issuance of the Field Use Permit, the Organization agrees to pay the security deposit, sporting event fees and other fees, as indicated as applicable on the Athletic Field Use Fee Schedule (the “Fee Schedule”), Exhibit A attached hereto and incorporated herein as a part of this Agreement. The security deposit and the sporting event fees shall be paid in the manner indicated on the Fee Schedule. For purposes of payment as required herein, the Organization acknowledges that the SSA is open for business only on Monday, Tuesday, Thursday and Friday of each week and closed on certain Federal and State of Utah holidays.

4.0 CANCELLATION BY ORGANIZATION. If the Organization desires to cancel the Sporting Event, or the use of any of the Athletic Fields, the request must be made in writing to the SSA. E-mail communications to the address set forth in Section 10.20 NOTICES below shall be an acceptable form of writing notice for purposes of this Section 4.0.

In the event that such request is approved by the SSA, the refund of any security deposit or sporting event fees previously paid by the Organization shall be subject to the provisions set forth in the Fee Schedule or the Field Use Policies defined in Section 10.7 FIELD USE POLICIES below.

5.0 CANCELLATION FOR FORCE MAJEURE. In addition to right of termination set forth in Section 10.1 TERMINATION FOR CONVENIENCE below, the SSA reserves the right, in its sole discretion, to cancel the use of any Athletic Field authorized by the Field Use Permit if the Athletic Field is destroyed, damaged or rendered unsafe or unplayable due to a cause beyond the control of the SSA including, by way of example and not limitation, closure due to governmental restrictions due to pandemic or epidemic, inclement weather, fire, flood, earthquake, act of God, public disobedience, terrorism, action of police or military authorities or any other casualty of unforeseen circumstances. In the event of such cancellation, the SSA shall not be held liable or responsible under any circumstances to the Organization for any damage caused by the cancellation. Any claims made against the SSA shall be subject to the indemnity provision set forth in Section 9.0 INDEMNITY below.

In the event of cancellation as provided herein, the security deposit and sporting event fees previously paid for use of the Athletic Fields cancelled by the SSA shall be refunded to the Organization as provided in the Field Use Policies.

6.0 VENDORS. If vendors are going to be present at the Sporting Event, the Organization is responsible for ensuring that each vendor has obtained the necessary licenses and permits in order for the vendor to properly conduct its activity including, without limitation, obtaining the required licenses from Tooele County and the SSA. Additionally, all vending which is to occur at the Sporting Event is subject to the SSA’s prior approval and control as to location, equipment, access and hours of operation. The Organization shall be responsible for ensuring that the vendors meet the insurance requirements set forth in the Field Use Policies.

7.0 RESPONSIBILITY FOR MAINTENANCE AND CLEAN-UP. During the occurrence of the Sporting Event, the Organization will be responsible for maintaining the Athletic Field in clean and aesthetic condition acceptable to the SSA, and for their clean-up following completion of the Sporting Event. The Organization agrees to comply with the maintenance and clean-up requirements set forth in the Field Use Policies.

8.0 INSURANCE. The Organization shall provide and maintain for the duration of the Field Use Permit, the insurance required pursuant to the Field Use Policies.

9.0 INDEMNITY. In addition to the insurance requirements set forth in Section 8.0 INSURANCE above, and not in lieu thereof, the Organization shall protect, defend, indemnify, and hold harmless the SSA, its officers, employees, agents and volunteers (the “Indemnified Parties”) from and against any and all claims, liability, damages, demands, losses, expenses, suits, liens, judgment, attorney’s fees, or court costs, or any other form of liability (collectively the “Claims”), including, without limitation, Claims for injuries to or death of any person or persons or damage or loss to SSA’s real or personal property or any part thereof, which the Indemnified Parties, or any of them, may suffer as a result of, by reason of, or in consequence of, the action or omissions of the Organization, its employees, agents or anyone employed in performing or failing to perform the provisions of this Agreement.

As part of this obligation hereunder, the Organization shall, at their own expense, defend the Indemnified Parties against the Claims which may be brought against them, or any of them. If the Organization fails to do so, the SSA shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Organization. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

10.0 MISCELLANEOUS PROVISIONS.

10.1 Termination for Convenience. The SSA shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be implemented by written notice from the SSA to the Organization specifying the extent and effective date of the termination, which date shall be a minimum of thirty (30) days from the date that the letter is mailed as provided in Section 10.20 below. On the effective date of the termination, the SSA shall be relieved of any further performance or liability under this Agreement. If the Organization has paid any of the Sporting Event Fees or Security Deposit set forth in Section 3.0 SECURITY DEPOSIT & SPORTING EVENT FEES, the Organization shall be entitled to refund based on the following: A. If the Sporting Event has not commenced, the Organization shall be entitled to a full refund of the Sporting Event Fees and Security Deposit paid to the SSA, or B. If the Sporting Event has commenced, the Organization shall be entitled to a pro-rata refund of the Sporting Event Fees determined by the percentage of athletic fields that were not used as a result of the cancellation in relation to the total number of athletic fields reserved under the Field Use Permit, and the Security Deposit shall be

refunded in the manner set forth in Section 3.0 SECURITY DEPOSIT & SPORTING EVENT FEES above. The SSA's sole liability to the Organization for termination pursuant to this Section shall be limited to refunding the Sporting Event Fees paid to the SSA pursuant to Section 3.0 above in the manner provided herein. Any claims made against the SSA as a result of the SSA exercising the right of cancellation granted herein shall be subject to the indemnity provision set forth in Section 9 INDEMNITY above.

10.2 Termination for Default. The SSA may, by written notice of default to the Organization, terminate this Agreement, in whole or in part, if the Organization fails to perform any of the obligations of this Agreement, and the Organization does not cure such failure within seven (7) calendar days (or more if authorized by the SSA) after notice, specifying the failure is provided pursuant to Section 10.20 NOTICES of this Agreement. The SSA retains the right to terminate for default immediately if the Organization fails to maintain the required levels of insurance required under Section 8.0 INSURANCE above, or fails to comply with applicable local, state, and federal statutes governing performance of its obligations, including, without limitation, statutes involving health or safety.

10.3 Assignment. The SSA and the Organization each bind itself and its partners, successors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement, except neither the SSA nor the Organization shall assign, sublet or transfer its interest in this Agreement without prior written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, by contract or otherwise.

10.4 Waiver. No consent or waiver, express or implied, by either party to this Agreement or any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act on the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

10.5 Designation of SSA Representative. The SSA hereby designates the General Manager, or his or her authorized representative, as the SSA representative under this Agreement. Such representative shall have complete authority to transmit instructions, receive information, interpret and define SSA policies and decisions with respect to performance by the Organization.

10.6 Designation of Organization Representative. The Organization hereby designates _____,
_____ as its representative and coordinator having responsible charge performed by the Organization under this Agreement. Such representative or coordinator shall have complete authority to act for and on behalf of the Organization, including but not limited to signing this Agreement for Organization.

10.7 Field Use Policies. With the execution of this Agreement by the Organization, the Organization hereby acknowledges and represents to the SSA that it obtained or been provided with a copy of the Field Use Policies and that its designated representative has read and understood the requirements of the Field Use Policies and this Agreement. The Field Use Policies are hereby incorporated by this reference as a part of this Agreement. The Organization agrees to abide by the requirements of the Field Use Policies. The Organization shall use its best efforts to provide, educate, implement, and otherwise enforce the Field Use Policies as it pertains to all employees, coaches, officials, managers, equipment personnel, players, participants, spectators, and other persons involved in the Sporting Event sponsored or operated by the Organization. Pursuant to the termination provision herein, the Organization understands that the SSA reserves the right to issue fines, suspend or terminate the Sporting Event if the Field Use Policies are not followed by the Organization, its employees, coaches, officials, managers, equipment personnel, players, participants, spectators, and other persons affiliated with the Sporting Event operated or sponsored by the Organization.

10.8 Organization Representations. The Organization represents that it is financially solvent, able to pay its debts as they mature, and possesses of sufficient working capital to complete this Agreement and that it is qualified to do the work herein and is authorized to do business in the State of Utah.

10.9 Required Ownership Disclosure. If so requested by the SSA subsequent to the execution of this Agreement, the Organization agrees to provide the SSA a current and complete list of all, members, business associates, partners, agents or other business entity(s) who hold 1% or greater interest in the Organization's proprietorship, partnership, corporation or operating business entity.

10.10 Audit of Records and Books. The Organization agrees to comply with the provisions of Section 4.3, Record Maintenance and Auditing Requirements of the Field Use Policies, and any subsequent amendments thereto adopted by the SSA, which permits the SSA, or its designated representative(s) (including an independent auditor), to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the SSA desires concerning the Organization's performance hereunder.

10.11 Third-Party Beneficiary. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.12 Independent Contractor. It is expressly understood that the Organization is an independent contractor and that its officers, employees, contractors, and agents are not employees of, or have any contractual relationship with the SSA. The Organization shall be responsible for the payment of all necessary taxes workers' compensation insurance and unemployment insurance.

10.13 Compliance with Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah. The Organization shall in the performance of its obligations



hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to the discrimination by reason of race, sex, age, religion, national origin, disability, sexual orientation, and gender identity or expression.

10.14 Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.16 Prohibition against Contingent Fees. The Organization warrants that no person or entity has been employed or retained to solicit or secure this Agreement based on an agreement or understanding involving payment of a commission, brokerage fee or contingent fee. For breach or violation of this warrant, the SSA shall have the right to cancel this Agreement without liability or, in its discretion, to recover from the Organization the full sum of such commission, brokerage fee or contingent fee.

10.17 Publicity. The Organization shall submit to the SSA for its approval, all publicity concerning the naming of or use of SSA owned facilities with respect to the performance of the Agreement.

10.18 Claims and Disputes. All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or in relation to this Agreement, or the breach thereof, will be decided at the sole discretion of the SSA General Manager.

10.19 Notices. Any notice required under this Agreement shall be sent to the following:

Stansbury Service Agency
Attn: General Manager
1 Country Club Drive
Stansbury Park, UT 84074
E-Mail: serviceagency@stansburypark.org

to Organization:

Name of Organization: _____

Attn: _____

Address: _____

E-Mail: _____

10.20 Modifications. All modifications or amendments to this Agreement are null and void unless reduced to writing and signed by the parties hereto. This Agreement can be modified or amended only by a document duly executed by authorized representatives of the parties hereto.

10.21 Execution in Counterparts. This Agreement may be executed in duplicate counterparts, each _____



of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

10.22 Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties hereto with respect to the matters covered herein. All prior negotiations, representations and agreements with respect to the matters covered in this Agreement are hereby canceled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

IN WITNESS WHEREOF the parties hereto have each executed this Agreement effective as of the date set forth in the first paragraph of this Agreement.

STANSBURY SERVICE AGENCY

By: _____
Printed Name: _____
Title: _____
Date: _____

ORGANIZATION:

By: _____
Printed Name: _____
Title: _____
Date: _____

The following documents are intended to be used together:

1. Athletic Field Use Application Form,
2. **Athletic Field Use Agreement,**
3. Athletic Field Use Fee Schedule,
4. Athletic Field Use Policies & Rules, and
5. Athletic Field Use Permit