



PARKS AND RECREATION DEPARTMENT
FACILITY USAGE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 202_ by and between the CITY OF LA MARQUE, a political subdivision of the State of Texas, hereinafter referred to as "City" and _____, hereinafter referred to as "User" for the use of certain city facilities within the City, as more particularly described herein.

WHEREAS, the City owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

WHEREAS, the City desires to offer a wide variety of events, recreational, and sporting activities for residents and the surrounding communities on a year-round basis; and

WHEREAS, the City desires to enter into a written agreement to allow use of the City's parks, athletic fields, recreational buildings and facilities for recreational purposes as set forth herein; and

WHEREAS, User desires to conduct athletic programs, activities, events, leagues and services at the City's recreational facilities during normal operating hours, as determined by the City Manager or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others.

NOW THEREFORE, in consideration of the mutual terms and conditions, the Parties agree as follows:

1. The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby incorporated into this Agreement as a part thereof.
2. The City agrees to allow User to utilize the City's recreational facilities for the time period and event specified in Appendix "A" attached hereto.
3. The parties agree that User shall establish, in conjunction with the Public Works Director, City Manager, or his/her designee, a general policy and operational plan.
4. The parties agree that activities sponsored and/or operated by the City shall have priority for use of said facilities, notwithstanding any other provisions of this Agreement.

Obligations of User

5. User shall comply with all statutes, City ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government as may be applicable to the use of such facilities, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the facilities hereunder.
6. User shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the facilities (including the concession facilities) for which this agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof.
7. User shall provide at its own cost and expense, a comprehensive liability insurance policy insuring the City against claims for bodily injury, death and property damage in the amount of no less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, or another amount as determined by the City Manager. The City of La Marque shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the City in the event of cancellation thereof.
8. User agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement unless otherwise approved at time of ratification of this agreement. User further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
9. User agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
10. User agrees that it shall not make, or permit to be made, any structural changes or improvements to the aforementioned facilities, except upon written approval of the City. Any changes or improvements made with written approval of the City shall remain as part of the facility at the end of the term of this Agreement.
11. User shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the City. Evidence of such provision shall be provided to the Public Works Director, City Manager, or his/her designee prior to the commencement of each activity, or as deemed necessary by the City.

12. User shall require that all officials, coaches, volunteers and instructors undergo background screening prior to supervising children, and furnish the City with verification that background checks have been completed. The background checks must be performed by a company or agency approved by the city prior to conducting said background checks.

13. User shall provide the City with a calendar of activities for each specific event or activity. Each calendar shall be due to the Public Works Director, City Manager, or their no later than thirty (30) days prior to the opening registration or marketing date and shall include (a) beginning and ending marketing/registration dates; (b) beginning participation/practice dates; (c) beginning game/event dates; (d) scheduled end of season/session; (e) requested event dates and approximate number of teams or people in the appropriate divisions of each activity; (e) provide the City with any special maintenance requirements with at least seven (15) days prior notice.

Obligations of City

14. City will provide regular maintenance of the facilities leading up to the event or throughout the regular season, practices and games, as well as tournament field preparations and maintenance, subject to budgetary considerations unless decided upon differently between User & City as per Appendix A at time of ratification of this agreement.

15. City may, in its sole discretion, limit the use of the facilities to prevent overuse, misuse or abuse the facilities.

16. City reserves the right to determine the suitability of any particular facility for use under this Agreement. City shall bear no responsibility, nor shall User seek any redress, for User's inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time.

17. At all times, City shall administer and enforce all applicable City codes, policies and procedures through the User's action. City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.

18. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.

19. City may, through the Public Works Director, City Manager, or his/her designee, issue keys to a City recreation facility to an authorized representative of User. Duplication of keys by User will result in revocation of all key privileges and changing of all affected locks at the User's expense.

Term of Agreement

20. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

21. This Agreement shall be effective on a month-to-month basis for a period of one (1) year from the date of execution. This Agreement may be renewed or renegotiated; however, any such modifications shall not be binding upon either party unless made in writing and accepted by both parties then brought to City Council for final approval. No oral modifications may be made to this Agreement.

Additional Provisions

22. User may not sell alcoholic beverages without the expressed written permission of the City. User may operate concessions to sell food at the City's facilities at the discretion of the Public Works Director, City Manager, or his/her designee, and only at the events referenced in Appendix "A" hereto. In such instance, User agrees to retain the services of a person(s) to operate the concession. User agrees to comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City governments as applicable to the sale of non-alcoholic beverages and food. City reserves the right to inspect and review the operations of any concession to determine User's compliance with this Agreement. Any items sold by User at the City's concession shall be approved in writing by the Public Works Director, City Manager, or his/her designee prior to the offering of any items for sale.

23. Notwithstanding this Agreement, or any Agreement to the contrary, User acknowledges and agrees that in the event City and User desire to use a City facility at the same time, or in the event that any similar usage conflict develops, City shall have priority over User for the use of said facility.

24. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the City shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.

25. This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

26. The services to be provided by the User pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other persons or entities to provide similar services at City's facilities.

27. This Agreement shall be construed and enforced according to the laws of the State of Texas. Venue shall be in Galveston County, Texas.

28. User and its employees and agents shall be deemed to be independent and not City agents or employees. The User, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees, nor shall User be deemed entitled to the Texas Workers' Compensation benefits as a City employee.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF LA MARQUE

ATTEST:

Kierra Nance, City Clerk

BY: _____
Keith Bell, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Gus Knebel, City Attorney

Cesar Garcia, City Manager

NAME OF ORGANIZATION / PARTNER.

WITNESSES:

First Name, Last Name, and Title of Lead Company Representative
on behalf of NAME OF ORGANIZATION

ATTEST:

STATE OF TEXAS)
) SS:
COUNTY OF GALVESTON)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Texas corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ___ day of _____, 202_.

NOTARY PUBLIC

My Commission Expires:

**APPENDIX “A”
FACILITY USAGE / SCOPE OF SERVICES**

1. User shall furnish recreational/instructional services in the area of “INSERT DISCIPLINE IN WHICH SERVICES WILL BE OFFERED” through INSERT METHOD OF DELIVERY. *Ex. the local Humane Society wishes to increase pet services and awareness through its annual pet registration and costume contest.*
2. City will permit the User to utilize the facilities of “NAME THE FACILITIES INTENDED FOR USE” during the following days and times: “INSERT THE DAYS OF THE WEEKS AND TIMES OF INTENDED USE” through the duration of the contract. The facilities to be used include “NAME THE SPECIFIC FACILITIES INTENDED FOR USE”. User and the City Parks Department will have mutually acceptable schedule that shall be completed thirty (30) days before the 1st session. The proposed start date of this program is INSERT PROPOSED FIRST DATE. IF FACILITY IS TO BE USED FOR EVENT/GAME PLAY AND IF CONCESSION STAND USE IS INTENDED LIST THOSE DETAILS ACCORDINGLY HERE.
3. City reserves the right, in its sole exclusive discretion, to change the days and times that the City’s facilities may be utilized by the User. In addition, the City reserves the right to establish and enforce limits on the number of hours and number of User’s personnel that will be allowed to conduct services/instructional sessions within the facilities stated herein any particular day and time.
4. All of the User’s clients must be considered positive members of society, in good standing with all laws, of the City, Galveston County and State of Texas. City reserves the right to refuse User services to any client of the User who may be considered a threat of any type to any patron, volunteer, or staff of the City or inconsistent with the sound image of the City.
5. User will utilize its best efforts to promote the City of La Marque in all of their contests throughout the Region, County, and State.
6. User shall pay usage fees to the City for use of the City’s facilities in accordance with the following schedule.
 - a. THIS SECTION WOULD LIST THE EXACT DETAILS OF HOW THE PAYMENTS OF THE SPECIFIC FACILITIES TO BE USED. FEES WILL BE DERIVED FROM THE SCHEDULE OF PERMIT FEES ADOPTED ON XXXXXXXXXXXXXXXX VIA RESOLUTION # 20XX-XX.
7. All payments must be made in the form of a check, money order, or certified check by no later than the 5th of each month in the case of a recurring payment or ten (10) days prior for that of a one-time event. In case of a problem with a check, all further payments will have to be in the form of a money order or certified check. All of the User’s clients must be considered positive members of society, in good standing with all laws, of the City, Galveston County and State of Texas. City reserves

the right to refuse User services to any client of the User who may be considered a threat of any type to any patron, volunteer, or staff of the City or inconsistent with the sound image of the City.

8. Unless otherwise agreed upon in writing by both User and the City, User shall promote and recruit from the residents of the City first and foremost and then spread to beyond the city limits for its Event/Programs. City may position banners at both parks promoting the User's programs. In such case, User will provide the banners and will be responsible for replacing the banners in case they are lost, stolen, or damaged. City reserves the right to remove the banners in case of any weather threats or because of inadequate signage. All marketing to include banners must be approved by the City prior to being created or positioned.

9. User shall register all participants and collect and record any fees from participants as deemed necessary.

10. Parking will be allowable for User's Programs only in spaces designated by City staff.

11. User will be responsible for all transportation necessary to any away contests, performances, or other Event/Program activities.

12. User shall be responsible for cleaning all utilized facilities after usage. Failure to comply will result in an additional cleaning surcharge fee ranging from \$50.00 to \$250.00 per occurrence depending on the severity of the offense.

13. A copy of the additional insured certificate must be made available with the approved facility permit no less than thirty (30) days prior to the start of any intended programming. Additional requests may be made at the time of permitting by City staff.

14. User shall promote participation in the program by local low-income participants as part of their scholarship program.

15. User shall supply any and all awards for players and volunteers-if applicable.

16. User shall in all best efforts show involvement and active participation in all City events and activities.

17. User agrees to employ City residents, whenever possible, to assist in execution of program services.

18. Any new programs or additional usage requests for different uses must be made in writing and ratified as an amendment to this agreement prior to commencement of said program.

19. Gambling or the use of alcohol or smoking is strictly prohibited by User or any patrons associated with User's scheduled activity. All City ordinances, rules & regulations must be upheld by the User and program participants at all times.

20. The term of Agreement shall commence upon the date of execution hereof and shall remain in effect on a month-to-month period for one (1) year from the date of execution or until completion of the program – whichever comes first. Program will be evaluated at end of session/season in consideration for renewal of agreement and/or addition of programming.

21. User will be responsible for any (minor or major) damage to city property such as (assembly halls, concession areas, all-purpose fields, gazebos, fencing, bike bath, etc.). User will be billed separately for any repairs needed during this agreement, whether accidental, negligent or any there other. If such action takes place, user will have thirty (30) days from the date of occurrence to make payment for repairs.

22. User will be responsible for any training of volunteers to properly instruct program participants. Proper training is expected for each activity in accordance with the governing body of such activity that the Event/Program is a part of.

23. User will be responsible for the use of any City equipment if and as assigned. Any negligence or reckless use of City equipment shall not be tolerated and may result in termination of this Agreement by the City and suspension or termination of User's Event/Program.