

LUMPKIN COUNTY PARK & RECREATION
2015 - 2016 Activity Period
TERMS OF FIELD USE AGREEMENT WITH UNITED FUTBOL ACADEMY

This field use agreement has been entered into this ___ day of April, 2015 between Lumpkin County Parks and Recreation (LCPR) and United Futbol Academy (lessee), for the purpose of leasing fields for soccer programming in Lumpkin County, Georgia, acting on behalf of United Futbol Academy and their designated representatives, coaches and directors agrees to abide by all terms of this agreement as well as the rules and ordinances set forth by Lumpkin County Parks and Recreation and their partners who might provide access to fields or facilities.

This agreement shall be in force commencing as of an effective date May 31, 2015, through May 31, 2016 and renewable in future years, as provided by, and subject to, Georgia laws, barring any violations in the terms of the agreement or unreconciled issues on the part of either party, or the agreement is terminated in accordance #25 and #26 as stated below.

For the purpose of this field use agreement Lessee is defined as United Futbol Academy, their directors, representatives, instructors and assigns. Lessor is defined as Lumpkin County Parks and Recreation, their directors, representatives or assigns.

LCPR (lessor) and UFA (lessee) agree to abide by the following additional terms and conditions:

1. UFA agrees to maintain liability insurance and add LCPR and Lumpkin County as an additional insured, providing a copy of such within 30 days of this binding agreement.
2. UFA agrees to provide all equipment, uniforms, officials and coaches necessary for the operation of a successful recreational, academy and select soccer program in Lumpkin County.
3. UFA agrees to create and provide all flyers, posters, registration documents, and media related material for the purpose of communicating all aspects of necessary information to the Lumpkin County soccer community.
4. UFA agrees to conduct on-line registration for the purpose of registering participants in Lumpkin County. UFA further agrees to coordinate registration dates, times and locations with the LCPR Program Coordinator and staff for the purpose of scheduling facilities and properly communicating information to staff.
5. UFA agrees to provide an open and accessible channel of communication for all

Lumpkin County participants including but not limited to email notifications, updated website information, flyers, bulletins, etc. UFA further agrees to communicate the same information to LCPR via the Athletic Coordinator and Program Coordinator.

6. It is the responsibility of the lessee to administer background checks for all coaches, volunteers, directors, and trainers working on behalf of UFA and in Lumpkin County facilities. Anyone convicted of crimes against persons, drug distribution or trafficking or forcible felonies shall not be permitted to work with children in Lumpkin County. In the event of a questionable situation or violation, LCPR reserves the right to have the final decision in all matters.

7. It is the responsibility of the lessee to schedule all practices, games, clinics and trainings and to adequately and properly disseminate all information in a timely manner, not less than 2 weeks prior to the scheduled activity. Lessee further agrees to simultaneously provide the LCPR Athletic Coordinator with the same information.

8. It is the responsibility of the lessee to train, schedule, communicate with and pay officials in accordance with their policies.

9. Lessee agrees to keep all soccer facilities and fields clean, neat and free of debris before, during and after all scheduled activities.

10. Lessee is responsible for the proper set up, maintenance, storage and removal of soccer related equipment including but not limited to goals, nets, sand bags, balls, flags and cones. Lessor will provide outdoor space for storage of soccer goals and indoor storage space for small equipment.

11. Lessee agrees to limit field use to prearranged and designated times. Lessee further agrees to adhere to the LCPR Field Closed portion of the agreement making LCPR the final say in these situations.

12. Lessee agrees to coordinate field design and lay out with the Athletic Coordinator. Once space is agreed upon by both parties lessee agrees to provide a diagram of the field layout for the purpose of disseminating information as well as field design, layout and striping by lesser.

13. LCPR will provide paint and labor necessary to stripe/paint all soccer fields in accordance with the agreed upon layout.

14. Lessee agrees to have a representative present during all UFA sponsored activities, practices, games and events. The representative shall be recognizable and accessible to the soccer participants and properly communicate and disseminate information.

15. Lessee agrees to meet with the LCPR Athletic Coordinator monthly for the purpose of discussing issues, planning and disseminating information necessary for the successful operation

of soccer programs in Lumpkin County.

16. Lessee agrees to limit rosters and participation in Lumpkin County leagues to no more than 20% non-Lumpkin residents. Lessee and lessor agree to negotiate this issue in the event Lumpkin County resident participation numbers are not sufficient to support this distribution in certain levels or age groups.

17. Lessee agrees to maintain the registration fee structure for soccer programming in Lumpkin County at a rate agreed upon by LCPR Director and UFA. The fees do not include associated tournament entry fees. Late registration fees shall be an additional \$20 and out of county players will pay an additional \$30.

18. Lessee agrees to abide by and enforce all LCPR rules, ordinances and zero tolerance policies as they relate to park property and activities. Including, but not limited to policies relating to emergencies, weather, spectator and participant behavior, and field maintenance schedules and closures.

19. LCPR will not be held liable for the damage or loss of property of the lessee.

20. Lessee will be permitted to utilize any equipment, which is the property of LCPR until such time as it is rendered no longer usable. Lessee agrees to provide all additional equipment necessary for the operation of its programs and activities.

21. Lessee must include the LCPR "hold harmless" agreement on all registration forms, both electronic and hard copy.

22. Each season Lessee agrees to provide LCPR copies of all rosters, both recreational and academy, within 2 weeks of teams being set for the season. Rosters must include coaches and participants first and last name, full address, age, phone number, email address, date of birth, gender and team/league information.

23. Effective upon signing, lessee agrees to pay LCPR a field usage fee of \$5 for registered players in their Lumpkin County program or who may be utilizing Lumpkin County facilities. Payment is due when rosters are submitted or no more than 2 weeks from the date teams are set for the season.

24. During the length of this agreement lessor agrees UFA shall be the exclusive league utilizing Lumpkin County Park and Recreation facilities. This agreement does not prevent LCPR from having the ability to rent or use soccer fields for special events, tournaments or free and open play for Lumpkin County residents.

25. LCPR reserves the right to terminate this agreement, with 30 days written notice, for any violations in the terms of this agreement, rules, park ordinances or un-reconciled issues arising as

a result of this agreement. In the event written notice of termination is given, lessee will be afforded field privileges through the end of the current regular spring or fall season schedule.

26. If lessee should choose to opt out of this agreement they agree to give a minimum 30 days written notice and complete any ongoing activity period, season or schedule.

UFA Director (Lessee)

Date_____

Chairman,
Lumpkin County Board of Commissioners

Date_____