

**CITY OF ZEPHYRHILLS PARKS AND RECREATION DEPARTMENT
CO-SPONSORED SPORTS ORGANIZATIONS
FACILITY USE AGREEMENT**

This Agreement is entered into between _____ (hereinafter referred to as "LEAGUE"), whose business address is _____ and City of Zephyrhills ("CITY"), a political subdivision of the state of Florida.

GENERAL USAGE REQUIREMENTS:

1. By execution of this Agreement and all terms, conditions and covenants herein, by all parties hereto, the LEAGUE is permitted the use of the Parks and Recreation Department (hereafter referred to as the "DEPARTMENT") facility, known as _____, address _____ and agrees to abide by the conditions and responsibilities set forth in this Agreement.
2. The LEAGUE is not authorized to utilize the facility until the following items have been submitted and approved by the DEPARTMENT: a detailed schedule to include all dates, times, proposed facility / field usage, certificate of insurance (listing the city as an additional insured) and completed Facility Use Agreement.
3. The LEAGUE agrees to provide a primary representative and also a secondary representative to act as liaisons with the DEPARTMENT. Primary representatives and secondary representatives shall serve for the term of the approved Facility Use Agreement. Should a primary or secondary representative leave the LEAGUE, the LEAGUE will submit the updated contact information to the DEPARTMENT in writing.
4. The LEAGUE shall submit a typed list with the names, addresses, and phone numbers of all board members, primary representatives and secondary representatives before the initial use of the facility.
5. The LEAGUE, at its own expense, shall keep in force during the term of this Agreement insurance from an insurance company licensed in the State of Florida and rated "A, Class VIII" or better, by A. M. Best. A Certificate of Insurance shall evidence required insurance, including Comprehensive Liability Insurance with a minimum limit of \$ 1,000,000.00 per occurrence, combined single limit to include:
 - a. Premises – Operations
 - b. Independent Contractors
 - c. Products - Completed Operations
 - d. Broad Form Contractual
 - e. Personal Injury

Coverage must list the City of Zephyrhills as an additional insured party and be approved by the City's Risk Manager no less than fifteen (15) calendar days prior to the initial use of the facility. The DEPARTMENT shall be provided with no less than a 30-day, advanced notice via certified mail, return receipt requested for any nonpayment of a premium, cancellation, nonrenewal, or adverse change to the policy.

6. The LEAGUE agrees to indemnify, defend, and hold harmless the City and all of its agents and employees from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising from or in connection with: (1) any work or thing whatsoever done, or any condition created in or about the CITY'S parks or property during the term of this Agreement; (2) any act, omission, or negligence or intentional tort of the LEAGUE or any of the LEAGUE'S licensees or the partners, directors, officers, agents, employees, invitees, or contractors of the LEAGUE or of the LEAGUE'S licensees; and (3) any accident, injury, or damage whatsoever occurring in or at the CITY'S parks and property or (4) any contractual liability. The LEAGUE hereby expressly indemnifies the CITY for the consequences of any negligent act or omission of the CITY, its agents, servants, and employees, except that the LEAGUE will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the CITY or any of its agents, servants, or employees.

The LEAGUE'S obligation to defend and indemnify shall not be excused because of the LEAGUE'S inability to evaluate liability or because the LEAGUE evaluates liability and determines the LEAGUE is not liable or determines the CITY is solely negligent. Only a final adjudication or judgment finding the CITY solely negligent shall excuse performance of this provision by the LEAGUE. If a judgment finding the CITY solely negligent is appealed and the finding of sole negligence is reversed, the LEAGUE will be obligated to indemnify the CITY for the cost of the appeal(s). The LEAGUE shall pay all costs and fees related to this obligation and its enforcement by the CITY.

This provision shall also pertain to any claims brought against the CITY by any employee of the LEAGUE, contractor, subcontractor, or anyone directly or indirectly employed by any of them. The LEAGUE'S obligations under this provision shall not be limited in any way by the LEAGUE'S limit of or lack of sufficient insurance protection.

This provision shall survive any cancellation, termination or expiration of this Agreement.

7. The LEAGUE will be assessed for any electricity usage, which shall include any lights or concession stand usage, during its facility use. LEAGUES must pay the assessments within sixty (60) days of postmark of such assessment being sent to the LEAGUE at the correspondence address listed herein. Unpaid assessments may result in sanctions, including suspension of lights and electricity or suspension of facility usage.
8. At no time may the LEAGUE rent, lease, or otherwise assign CITY-owned equipment, keys, pass codes or buildings. Rentals are the sole responsibility of the DEPARTMENT.

9. The LEAGUE must be a certified, 501(c) (3), nonprofit organization. This certification must be maintained during the term of this agreement. A current copy of this certification must be submitted to the DEPARTMENT before the Facility Use Agreement will be approved. If the 501(c) (3) designation is rescinded, suspended, cancelled, or otherwise changed, the LEAGUE must notify the DEPARTMENT in writing within thirty (30) days.
10. A designated leader / representative of the LEAGUE shall be present at all LEAGUE activities. The representative must maintain control of coaches, referees, participants, spectators, and cleanliness of the facility at all times.
11. The LEAGUE agrees to provide sufficient staff and equipment essential for operating its programs/activities.
12. The LEAGUE has responsibility for the inspection of facility for safety purposes prior to use. Concerns must be addressed before use and reported to the DEPARTMENT as soon as possible.
13. The LEAGUE agrees that any and all authorized, permanent improvements made to any CITY-owned property must be maintained by the LEAGUE and becomes the property of the CITY.
14. The LEAGUE agrees to maintain updated and accurate accounting records, books and data showing any and all revenue and expenses and monies for services performed and equipment or goods received. This information shall be available for review by the CITY or its designee and by any LEAGUE participants.

CONCESSIONS:

If the LEAGUE operates a concession, the following must be adhered to:

1. The LEAGUE agrees to obtain any certification required by the Pasco County Health Department and any other permits or certifications required by all applicable federal, state and local laws, rules, regulations and ordinances for the operation of the concession stand. All certificates are to be posted in a conspicuous location in the concession building.
2. The LEAGUE agrees to supply the DEPARTMENT with keys to all buildings.
3. The LEAGUE agrees to maintain a standard of "Grade A" quality of its food and beverages.
4. The LEAGUE is responsible for cleaning, operation and orderly appearance of the concessions stands, meeting rooms and press boxes. All perishable items must be removed or properly stored before any termination or expiration of this Agreement.
5. All appliances and associated electric services utilized must meet safety standards and codes. The LEAGUE is responsible for repair of LEAGUE appliances and equipment.
6. The LEAGUE will be assessed for any electrical usage of concessions.

MISCELLANEOUS:

ENTIRE AGREEMENT: This Agreement represents the entire agreement and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein.

NO ASSIGNMENT: No assignment, delegation, transfer or novation of this Agreement or part hereof shall be made unless approved in writing and signed by all parties hereto.

SEVERABILITY: All parties agree that if any part, term or provision is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law, regulation or code, such part shall be severable with the remainder of this Agreement remaining valid and enforceable.

NO MODIFICATION: No modification, addendums or amendments of any kind may be made to this Agreement unless in writing and signed by both all parties hereto.

SOVEREIGN IMMUNITY: Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the CITY.

LAW: This Agreement shall be governed by the laws of the state of Florida and venue shall be in Pasco County, Florida.

TERMINATION: Either party may terminate this Agreement without cause with thirty (30) days notice, without any cost or penalty. Notice shall be deemed when postmarked. Either party may terminate this Agreement with cause immediately. Cause shall include, but not be limited to, lack of insurance requirements, or any material breach of the covenant and terms herein. Notice of termination shall be sent via certified mail, return receipt requested, to the respective correspondence addresses listed below. In the event this Agreement is terminated either party may pursue any and all other rights and remedies available under law without further notice or demand.

EFFECTIVE DATE: This Agreement shall be effective for two (2) years from the date the last party hereto signs. Upon request for renewal the LEAGUE shall update any information required under this Agreement and shall submit a new Facility Use Agreement.

CORRESPONDENCE:

Any and all correspondence, including electricity bills, shall be sent to the LEAGUE'S mailing address and the DEPARTMENT'S mailing address, listed below.

LEAGUE:

League President/Director

Print/Type Official LEAGUE Name

LEAGUE Mailing Address

LEAGUE Telephone

LEAGUE President/Director's Printed Name

Secondary Representative Printed Name

Mailing Address

Mailing Address

E-mail address:

E-mail address:

City/State/Zip

City/State/Zip

Work and Home Telephone Numbers

Work and Home Telephone Numbers

DEPARTMENT:

City of Zephyrhills Parks and Recreation Department
5335 8th Street
Zephyrhills, FL 33542
Office (813) 780.0022
Fax (813) 780.0025
E-mail: parks@ci.zephyrhills.fl.us

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IN WITNESS WHEREOF; the parties have executed this agreement this _____ day of _____, _____.

City of Zephyrhills

City Manager or designee

LEAGUE

League Name

By:

Its:
