

STATE OF TEXAS §
COUNTY OF BEXAR §

SPORTS LICENSE AGREEMENT
AT _____ PARK
LEAGUE NAME

This Agreement is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas Municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated _____, and [LEAGUE NAME] (hereinafter referred to as "LEAGUE"), a Texas Non-Profit Corporation. LEAGUE and CITY shall collectively be referred to as "the Parties."

PREAMBLE

WHEREAS, CITY

WHEREAS, CITY desires to provide sports fields for community use

WHEREAS, LEAGUE assumes responsibility for the programming, operations and maintenance of the sports fields

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.1 The term of this Agreement is five (5) years, beginning upon ____ and expiring December 31, 2023, if not terminated sooner according to the terms of this Agreement.

II. GENERAL RESPONSIBILITIES AND RENT

2.1 LEAGUE shall maintain its non-profit status with the Secretary of State and remain in good standing throughout the term of this Agreement.

2.2 LEAGUE shall maintain insurance, as outlined in Section X. Insurance Requirements of this Agreement, throughout the term of the Agreement.

2.3 LEAGUE shall operate an organized sports league which may be affiliated with a national or state organization.

2.2 In consideration of the public benefit derived from the LEAGUE's operations, LEAGUE shall not owe any rent under this Agreement.

III. ACCEPTANCE AND CONDITIONS OF PREMISES

3.1 LEAGUE shall accept the Licensed Premises described in Exhibit A in the present condition "AS IS," the Licensed Premises being currently suitable for the Permitted Use.

IV. USE OF PREMISES BY LEAGUE

4.1 LEAGUE shall have priority use of the Licensed Premises which shall be occupied for recreational purposes including but not limited to organized sports practices, games and events.

4.2 LEAGUE may establish membership and admissions fees ("General Revenue"). General Revenue shall be utilized to offset the cost of programming, operations and maintenance.

4.3 SIGNS:

4.3.1 LEAGUE shall not install permanent signage on or in the Licensed Premises without prior written approval from the CITY. If such permanent signage is approved, CITY may require the LEAGUE to contract a licensed and bonded sign company.

4.3.2 LEAGUE may display temporary signage without written approval from the CITY however the design shall be approved prior to display. For the purposes of this Agreement, temporary signage is defined as any sign or

banner that is placed in the Licensed Premises prior to practices, games, or events and removed at the conclusion of each activity.

4.3.3 LEAGUE shall have the right to enter into sponsorship agreements that provide benefits to programming, operations and maintenance, the agreements are subject to prior written approval from the CITY.

4.3.4 LEAGUE shall display signage which advertises businesses, sponsors, products, services, logos or non-League events however the signs must be installed inward towards the field(s); subject to prior written approval from the CITY.

4.3.5 LEAGUE shall not display signage that advertises or promotes political campaigns, religious affiliations, alcohol use, tobacco use, sexually oriented businesses or any other matter inappropriate for youth sports.

4.4 CONCESSIONS:

4.4.1 LEAGUE shall have the right to operate concessions for the sale of food, non-alcoholic beverages, and similar consumable items within the Licensed Premises.

4.4.2 If applicable, LEAGUE shall have the exclusive use of any concession stand/building within the Licensed Premises.

4.4.3 LEAGUE shall be responsible for all applicable permits.

4.4.4 Concessions Revenue shall be applied to the programming and operations of the LEAGUE and the maintenance of the Licensed Premises.

4.4.5 Mobile vendor shall be permitted as defined in Section __ of the CITY Code. LEAGUE hereby acknowledges that Licensed Mobile Vendors have the right to sale prepared and prepackaged food and non-alcoholic beverages. Mobile vendors have the right to vend in public parking lots.

4.5 LIGHTING:

4.5.1 If applicable, CITY shall assess an annual Lighting Fee; refer to Section VI Utilities of this Agreement. Failure to remit payment for the Lighting Fee is a violation of this term and is subject to default.

4.5.2 If field lighting is not available, LEAGUE may be permitted to utilize temporary lighting. For the purposes of this Agreement, temporary lighting is defined as lighting that is placed in the Licensed Premises prior to practices, games, or events and removed at the conclusion each activity.

4.6 PARKING:

4.6.1 LEAGUE shall have non-exclusive use to public parking lots in the proximity of the Licensed Premises. LEAGUE shall not charge parking fees when utilizing public parking lots.

4.6.2 If a parking lot is included in the Licensed Premises the LEAGUE shall maintain the parking lot as outlined in Section V. Maintenance Obligations. LEAGUE may charge a nominal parking fee ("Parking Fee") which will be utilized to offset the cost of parking lot maintenance.

4.6.3 Parking on the sports fields, non-paved areas and fire lane is strictly prohibited; violation of this term is subject to default. Off pavement parking areas can be requested in writing and shall be sent to the CITY no later than fifteen (15) days prior to an event. CITY has the right to refuse off pavement parking request.

4.7 ASSIGNMENT:

4.7.1 Sublease: LEAGUE shall not assign or sublease the Licensed Premises.

4.7.2 One-Time Use: LEAGUE may permit one time use of the Licensed Premises, a nominal usage fee ("Use Fee") may be assessed however the Use Fee shall be comparable to the CITY's reservation fee. All fees are subject to approval by the CITY. Use Fee shall be utilized to offset the cost of maintenance.

4.7.3 LEAGUE shall remain the primary user of the Licensed Premises. Short term assignment to one or more users is strictly prohibited; violation of this term is subject to default.

4.8 STORAGE: LEAGUE may store items on the Licensed Premises however all storage units shall be approved by the CITY. If a storage unit is on the Licensed Premises the LEAGUE shall be responsible for securing the unit. If LEAGUE leases the storage unit the CITY shall not be responsible for payment or maintenance of the storage unit. CITY shall not be responsible for stored items within the unit.

4.9 SECURITY: LEAGUE shall be responsible for securing the items in the Licensed Premises. Security equipment and monitoring services shall be the responsibility of the LEAGUE.

V. MAINTENANCE OBLIGATIONS

5.1 LEAGUE at its sole expense shall maintain the Licensed Premises at or above the standards set by the CITY. LEAGUE shall maintain the Licensed Premises at the same quality of CITY maintained fields and amenities.

5.2 LEAGUE shall maintain all sports fields at or better than an acceptable standard for play, including but not limited to: watering, mowing, trimming, seeding, fertilizing and leveling and dragging of the fields.

5.3 LEAGUE shall collect and remove trash after every practice, game and event. LEAGUE shall use reasonable efforts to recycle materials. LEAGUE agrees to comply with a recycling program established and implemented during the term of this Agreement.

5.4 LEAGUE shall provide pest control services as needed.

5.5 LEAGUE shall keep all areas within the Licensed Premises free of graffiti.

5.6 LEAGUE shall maintain all amenities and structures in good and working order, repair as necessary.

5.7 If irrigation equipment is located on the Licensed Premises, the LEAGUE shall maintain, repair and replace all irrigation equipment including but not limited to: irrigation lines, sprinkler head, and all associated parts.

5.8 LEAGUE shall be required to conduct all necessary maintenance to ensure the License Premises is in an acceptable standard.

5.9 LEAGUE shall promptly repair any damage to the Licensed Premises. LEAGUE shall have no obligation to repair damage caused by CITY or CITY authorized contractors. Notwithstanding any contrary provisions, should the Licensed Premises be damaged by fire, tornado or other casualty, CITY shall be under no obligation to rebuild or repair the Licensed Premises.

5.10 LEAGUE shall not plant or remove trees without prior written approval from the CITY.

5.11 CITY reserves the right to inspect the Licensed Premises without prior notification to the LEAGUE.

VI. UTILITIES

6.1 WATER AND SEWER UTILITIES: CITY shall pay for all water and sewer fees. LEAGUE shall comply with the City's Conservation Ordinance, including year round restrictions, drought restrictions, and charity car wash restrictions. If the LEAGUE receives fines or penalties for non-compliance with the City's Conservation Ordinance or any watering restrictions the LEAGUE shall be responsible for the payment of the fines or penalties. LEAGUE shall coordinate and request through CITY any irrigation variances of the Conservation Ordinance.

6.2 IRRIGATION: If applicable, LEAGUE may utilize existing irrigation equipment within the Licensed Premises for the purpose of irrigation. LEAGUE will hereby be responsible for the maintenance of the irrigation equipment including but not limited to repair and replacement of irrigation lines and sprinkler heads. CITY shall have the right to implement and modify irrigation policies and practices throughout the term of the Agreement. LEAGUE shall coordinate and request through CITY any irrigation variances of the Conservation Ordinance. LEAGUE shall be responsible for coordinating with CITY the necessary documents to support the irrigation audit.

6.3 ELECTRIC UTILITIES: If a separate meter is identified for the Licensed Premises the LEAGUE shall be responsible for all electric utilities. If a separate electric meter is not available and the Licensed Premises contains lighting, the LEAGUE shall be issued an annual invoice for Lighting Fees which is a standard rate set by the CITY. CITY has the right to reevaluate the Lighting Fee throughout the term of this Agreement.

VII. IMPROVEMENTS

- 7.1 LEAGUE may not, without the prior written approval of City, construct, or allow to be constructed, any permanent improvements to the Premises or make or allow to be made any permanent alternations to the structures within the Premises without the prior written approval of: a) the Director of Parks and Recreation or his designee, b) any necessary departments, boards and/or commissions of the City, including, but not limited to, Historic and Design Review Commission, and c) all other approvals required and necessary, including, but not limited to, the Texas Historic Commission. If approved by the City's Parks and Recreation Department, the expansion would also be subject to the review and approval of the entities outlined above.
- 7.2 LEAGUE shall be responsible for securing, at its cost, all necessary and required permits for any activities or improvements.
- 7.3 The approval by the City of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural plans. Such plans and specifications are not approved for architectural or engineering design and the City, by approving such plans and specifications, assumes no liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications.
- 7.4 It is expressly understood and agreed that any and all machinery, equipment, and items of personal property of whatever nature owned by LEAGUE and at any time placed or maintained by LEAGUE on any part of the Premises shall be and remain the property of the LEAGUE; provided, however, that all Improvements constructed and all attached fixtures, alterations, additions, or improvements made upon the Premises shall become the property of the CITY from and after the time that such improvements are made and shall remain the property of the CITY after the termination of this Lease.
- 7.5 CITY shall not be responsible or liable for, and LEAGUE covenants that it will not bind or attempt to bind, CITY for payment of any money in connection with any Improvements to the Premises.
- 7.6 During any periods of time that Improvements are occurring within the Leased Premises, LEAGUE's contractors will be required to secure Builder's Risk insurance, if requested by CITY, and provide CITY with a certificate of insurance evidencing such coverage.
- 7.7 CITY shall not have any responsibility for making any capital repairs or capital improvements to the Licensed Premises.

VIII. REPORTING

- 8.1 LEAGUE shall provide by-annual reports to include (a) sport, (b) number of participants in each sport, (c) participant age range and (d) number of teams. CITY shall request additional information as needed.
- 8.2 Annually LEAGUE shall provide a list of board member to include (a) name, (b) board title, (c) phone number, (d) address and (e) email address. LEAGUE shall notify the CITY within ten (10) days of any board changes include but not limited to changes in the: board president, board member or board structure.
- 8.3 If requested by CITY, LEAGUE will provide an accounting of its revenue and expenditures for one or more of its fiscal years in a form acceptable to CITY; such accounting to be provided within fifteen (15) days after receipt of a written request from CITY.
- 8.4 Throughout the term of this agreement and any extensions hereof, LEAGUE shall maintain complete and accurate permanent financial records of all income and expenditures. Such records shall be maintained on a comprehensive basis, in accordance with generally accepted auditing standards. Such financial records and supporting documentation shall be preserved in Bexar County, Texas, for at least five (5) years and shall be open to CITY inspection, review, and audit following reasonable notification of intent to inspect.

8.5 CITY reserves the right to conduct, or cause to be conducted, a review and/or audit of LEAGUE's records at any and all times deemed necessary by CITY provided, however, an audit will be conducted not more often than once time per year. CITY staff, a Certified Public Accountant (CPA), or other auditors as designated by CITY, may perform such audits and/or reviews. CITY reserves the right to determine the scope of every audit and/or review. In accordance herewith, LEAGUE agrees to make available to CITY all accounting records.

IX. DEFAULTS AND TERMINATION

9.1 Should LEAGUE fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the CITY shall have the right to immediately terminate the contract in whole or in part.

9.2 Notice of termination shall be provided in writing to LEAGUE, effective upon the date set forth in the notice. CITY may, in CITY's sole discretion, provide an opportunity for LEAGUE to cure the default. If CITY elects to offer an opportunity to cure, CITY shall provide notice to LEAGUE specifying the matters in default and the cure period. If LEAGUE fails to cure the default within the cure period, CITY shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve LEAGUE of any liability to the CITY for damages sustained by virtue of any breach by LEAGUE.

X. INSURANCE REQUIREMENTS

Upon final negotiations, this section will be determined by Risk Management

XI. NOTICES

11.1 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and shall be (1) mailed, registered or certified mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service to the addresses set forth below:

City of San Antonio
Parks & Recreation Department
Attn: Director
P.O. Box 839966
San Antonio, TX 78283

League Name
Attn: League President
League Address
San Antonio, TX 782xx

Such Notice shall be deemed received within three (3) days after deposit in the U.S. mail or on the first business day after deposit with an overnight air or ground courier service. Notice of change of address by either Party must be made in writing and mailed to the other Party's last known address within five (5) business days of such change.

XII. CONFLICT OF INTEREST

12.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee;
- parent, child or spouse;
- a business entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the business entity, or (b) 10% or more of the fair market value of the business entity;
- a business entity in which any individual or entity above listed is a (a) subcontractor on a City contract, (b) a partner, or (c) a parent or subsidiary business entity.

12.2 LEAGUE warrants and certifies as follows:

- LEAGUE and its officers, employees and agents are neither officers nor employees of the CITY.
- LEAGUE has tendered to the CITY a Contracts Disclosure Statement in compliance with the City's Ethics Code.

12.3 LEAGUE acknowledges that City's reliance on the above warranties and certifications is reasonable.

XIII. INDEMNIFICATION

13.1 LEAGUE covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to LEAGUE's activities under this Agreement, including any acts or omissions of LEAGUE, any agent, officer, director, representative, employee, LEAGUE or subcontractor of LEAGUE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT LEAGUE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

13.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LEAGUE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or LEAGUE known to LEAGUE related to or arising out of LEAGUE's activities under this Agreement and shall see to the investigation and defense of such claim or demand at LEAGUE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LEAGUE of any of its obligations under this paragraph.

XIV. SEVERABILITY OF PROVISIONS

14.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XV. NON-DISCRIMINATION

15.1 As a party to this contract, LEAGUE understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis or race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XVI. CONTRACTING

16.1 Compliance by contractors with this Agreement shall be the responsibility of the LEAGUE. LEAGUE shall be responsible to ensure that all permits required for the activities under this Agreement are obtained.

16.2 CITY shall in no event be obligated to any third party, including any sub-contractor of LEAGUE, for performance of or payment for work services.

16.3 LEAGUE shall not have liens on the property.

XVII. ENTIRE AGREEMENT

17.1 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

XVIII. CHANGES AND AMENDMENTS

18.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both CITY and LEAGUE under authority granted by formal action of the Parties' respective governing bodies.

18.2 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XIX. PARTIES BOUND

19.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

XX. RELATIONSHIP OF PARTIES

20.1 Nothing contained herein shall be deemed or constructed by Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XXI. TEXAS LAW TO APPLY

21.1 This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

XXII. GENDER

22.1 Words of any gender used in this Agreement shall be held and constructed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXIII. CAPTIONS

23.1 The captions contained in this Agreement as for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIV. HOLDING OVER

24.1 League shall have no right to hold over after the end of the term of this Agreement.

XXV. AUTHORITY

25.1 The signor of this Agreement for the League hereby represents and warrants that they have full authority to execute this Agreement on behalf of the League.

25.2 If the signor of this Agreement separates from the LEAGUE the signor shall have no authority to continue.

25.3 LEAGUE shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt to transfer, pledge or other assignment shall be void ad initio and shall confer no right upon any third person.

EXECUTED and **AGREED** to this the _____ day of _____, 20____.

**CITY OF SAN ANTONIO
PARKS AND RECREATION DEPARTMENT**

LEAGUE NAME

By: _____
Xavier D. Urrutia, Director

By: _____

Date: _____

Date: _____

ATTEST:

CITY CLERK

League Representative Name

APPROVED AS TO FORM:

CITY ATTORNEY

League Representative Title

EXHIBIT A: Licensed Premises Map

DRAFT