



Come Play on Our Team!

## Tri-Cities Youth Soccer Association Field Usage Agreement

User: \_\_\_\_\_

Cell Phone#: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### RENTAL AND USAGE FEE SCHEDULE

#### Soccer Field Rental

	<u>Rate</u>
Practice (1.5 hrs)	\$50.00
Game Field	\$70.00 per game
Snow Removal	\$500.00 per field

#### Facility Rental:

Conference Room	\$15.00 per hour
Lost Key Fee (to cover cost of re-key facility)	\$500.00
Reservation/Field change fee	\$15.00 per change
Late Payment Fee (14 days after invoice date)	10%

In addition, T-CYSA may require pre-payment of up to 100% of the expected total invoice amount for those leagues/associations/clubs which do not have an established payment history with T-CYSA, or alternatively, do have a delinquent payment history with T-CYSA.

### AGREEMENT

This T-CYSA Application and Usage Agreement (this Agreement) is made as of the Effective Date by and between Tri-Cities Youth Soccer Association (T-CYSA) and User (as defined in the Application section above). T-CYSA and User may herein individually be referred to as a "Party" and collectively as the "Parties."

T-CYSA is the exclusive operator/manager/scheduler of the soccer-related fields and facilities and programs at T-CYSA which is now known as the T-CYSA Soccer Complex.

User desires to use T-CYSA Soccer Complex for soccer related activities on the terms conditions set forth in this Agreement and the Usage Fee Schedule set forth above.

NOW, THEREFORE, for and in consideration of the Usage Fee (described below) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, T-CYSA grants User the non-exclusive right and license to use T-CYSA Soccer Complex upon the terms and conditions set forth herein.

1. **Usage Fee:** User agrees to pay to T-CYSA a usage fee (collectively, "Usage Fee") in

accordance with the Usage Fee Schedule set forth in the Application above (the "Fee Schedule"). The Usage Fee is due and payable upon receipt of an invoice from T-CYSA Soccer Complex. A late fee of ten percent (10.00%) will be assessed on any sums outstanding fourteen (14) days from the date of the invoice. In addition, T-CYSA may require pre-payment of up to 100% of the expected total invoice amount for those leagues/associations/clubs which do not have an established payment history with T-CYSA, or alternatively, do have a delinquent payment history with T-CYSA.

2. **Usage Term:** T-CYSA hereby grants user a non-exclusive, limited license to use T-CYSA Soccer Complex, only on the Usage Dates/Days during the Hours of Use set forth in the Application above (the "Usage Term"). User shall have no right to use or occupy T-CYSA Soccer Complex except during the Usage Term without the express written consent of T-CYSA, which consent may be withheld in its sole and absolute discretion. In no event shall this Agreement or the usage of T-CYSA Soccer Complex by User be construed to create the relationship of landlord and tenant between T-CYSA and User. User acknowledges that without the express written approval of T-CYSA, no rights exist or may be implied to extend the use of T-CYSA Soccer Complex beyond the Usage Term.
3. **Use:** User accepts T-CYSA Soccer Complex in it's as-is, where-is condition. User shall use T-CYSA Soccer Complex during the Usage Term for the sole purposes of conducting soccer related activities, including, but not limited to, soccer games, soccer clinics, soccer training, and/or referee training. No more than two sports teams may utilize any one soccer field at a time. User shall not cause or permit any action to be taken by User or any of its agents, contractors, employees, servants, concessionaires, invitees, licensees, guests or customers ("User's Employees and Guests") that may damage or deface T-CYSA Soccer Complex, including, but not limited to, any landscaping, fixtures, equipment, or furnishings contained thereon or therein, or otherwise decrease the value of the same. User shall be solely responsible for any and all damages to T-CYSA Soccer Complex arising from User's and User's Employees and Guests' use thereof except normal wear and tear. There is to be no climbing and/or hanging on any trees, goals, nets, etc. No digging and/or pulling out landscaping on the pitch or within the T-CYSA soccer complex.
4. **NO Dogs/Animals:** Dogs/Animals are NOT allowed at T-CYSA Soccer Complex at any time. Service animals ONLY are allowed. This restriction must be enforced, advertised, and posted by the User
5. **Availability:** User acknowledges and agrees that the User's use of T-CYSA Soccer Complex may be modified by T-CYSA in T-CYSA's sole and absolute discretion based upon field and facility availability and conditions. In the event field conditions warrant no use as determined by T-CYSA in its sole and absolute discretion, User agrees to not use T-CYSA Soccer Complex or any portion thereof during the period of no use.
6. **Concessions:** T-CYSA has the right but not the obligation of providing food and drink concessions during Usage Term. Whether or not food and drink concession are provided and operated will depend on the size and scope of the proposed usage. All proceeds from food and drink concessions shall be retained by T-CYSA.
7. **Priority of Use:** The Parties acknowledge that T-CYSA Soccer Complex shall be used primarily for soccer play. With this goal in mind and keeping in mind field maintenance, field wear and tear, and cost of recovery thereof, T-CYSA has developed a scheduling

policy for use of T-CYSA Soccer Complex taking into account the following priorities in the following order: (a) youth soccer services for boys and girls within T-CYSA; (b) other youth soccer organizations; and (c) community events and sporting activities that may be compatible with T-CYSA Soccer Complex. The request for use of T-CYSA Soccer Complex for tournaments and/or academies must be made no less than sixty (60) days in advance of the proposed commencement date of the proposed tournament. User understands and agrees that the rental and use of T-CYSA Soccer Complex will be subject to the priorities set forth in this paragraph.

8. **Maintenance:** Except as otherwise provided herein, T-CYSA shall maintain T-CYSA Soccer Complex.
9. **Cancellation:** In the event User cancels the use of the T-CYSA Soccer Complex, User shall be responsible for the Usage Fee relating to such cancellation. In the event of weather hazards and/or acts of God, T-CYSA has the sole discretion to shut down the soccer complex for practice and/or games. T-CYSA is responsible to notify User of any and all shutdowns. No refunds will be given for weather hazards and/or acts of God.
10. **Termination:** T-CYSA reserves the right to terminate this Agreement at any time, including, without limitation, after the commencement of the Usage Term, if T-CYSA determines that User has violated any of the terms or provisions of this Agreement.
11. **Trash:** User is responsible for picking up all trash and litter from the playing field and/or facility and surrounding area after each use.
12. **No Assignment:** Neither this Agreement nor the use of T-CYSA Soccer Complex by User may be assigned or sublet to any other party without the express written consent of T-CYSA.
13. **Parking:** User acknowledges and agrees that the designated parking areas are operated and maintained by T-CYSA. No parking fees may be assessed or collected by User. T-CYSA may assess parking fees in its sole discretion during the Usage Term. T-CYSA shall retain all parking revenue collected during the Usage Term, if any. Parking needs to be orderly and within the lined parking spaces. Do NOT park or stop in the no parking areas and/or park in non-designated parking spots. Failure to follow direction may lead to towing of vehicles.
14. **Snow Removal:** User is responsible for the cost of snow removal from any of its designated soccer fields during the Usage Term in accordance with the Fee Schedule and the Snow Removal Policy set forth in Exhibit A attached hereto and by this reference incorporated herein.
15. **Alcoholic Beverages:** User acknowledges and agrees that alcoholic beverages are NOT permitted at T-CYSA Soccer Complex (including the parking areas).
16. **Adult Supervision:** User must designate representative adult(s) to be present during any and all practices and/or games for groups under the age of eighteen (18). No youth should be left alone at the complex without an adult, even if the youth is waiting for their ride. An adult must stay with the youth until they are picked up.
17. **Advertising and Solicitation:** User shall not place any permanent advertising signs or banners on or about T-CYSA Soccer Complex without T-CYSA's prior written consent which consent may be withheld in T-CYSA's sole and absolute discretion. Any temporary signage or banners shall be immediately removed following completion of each use. User shall not hand out any fliers, advertisements or other solicitation materials at T-CYSA Soccer Complex during the Usage Term without T-CYSA's prior written

consent, which consent may be withheld in T-CYSA's sole and absolute discretion.

18. **Compliance with Laws:** User shall comply with all laws, statutes, ordinances, rules and regulations of any applicable federal, state, county or municipal governmental authorities and agencies ("Laws") and User shall obtain, at its own cost and expense, all federal, state, county or municipal approvals, licenses, permits and certificates ("Permits") necessary for User's proposed use of T-CYSA Soccer Complex. User acknowledges that it is User's sole responsibility to determine which, if any, Laws and/or Permits may apply to User's proposed use and T-CYSA undertakes no responsibility or liability to User in connection with such determination. In the event that T-CYSA notifies User of any particular additional rules or regulations of T-CYSA that may apply to User's proposed use and that are not otherwise set forth in this Agreement, User will comply fully with any such additional rules and regulations.
19. **Insurance:** User shall not use T-CYSA Soccer Complex in any manner whatsoever that would violate T-CYSA's insurance policies or would cause T-CYSA's insurance premiums to be increased. Without limiting any of the foregoing, User expressly acknowledges and agrees that the possession, use or distribution of any of the following is expressly prohibited within T-CYSA Soccer Complex: (a) narcotics, marijuana or other illegal drugs or substances; (b) pornographic movies, magazines, newspapers or other pornographic media; (c) cigars or cigarettes; (d) fire or any type of fireworks and/or explosives; (e) guns and/or firearms or knives, machetes, swords, weapons of any kind; or (f) alcoholic beverages. It is understood and acknowledged that T-CYSA is not required to supply any insurance coverage or any security or protection services whatsoever to User. Accordingly, T-CYSA shall not be liable to User or any of User's Employees and Guests who may enter T-CYSA Soccer Complex in connection with User's use of T-CYSA Soccer Complex. To the extent that User considers any security services, protection services, or any casualty or liability insurance coverage to be appropriate, User shall supply the same at its sole cost and expense. **User must provide a certificate of liability insurance with this Agreement with a \$1,000,000.00 per occurrence coverage and hold the T-CYSA and City of Pasco as co-insured in the coverage. User shall provide T-CYSA with a copy of User's insurance policy covering User's use of T-CYSA Soccer Complex. If User's insurance policy/coverage is in any way modified, cancelled, amended or suspended after the certificate of liability insurance is submitted with this Agreement, User must provide immediate notice to T-CYSA and User must immediately provide an updated certificate of liability insurance to T-CYSA.**
20. **Entire Agreement:** This Agreement represents the entire agreement among the Parties, and there is no agreement, either oral or in writing, which modifies the terms of this Agreement. No statement, promises, or inducements made by any Party to this Agreement or any agent of any Party that is not contained in this written Agreement shall be valid or binding. Any enlargement, modification or alteration of this Agreement is binding only if executed in writing and signed by the Parties.
21. **Authority:** Each of the individuals signing this Agreement specifically represents and warrants that they have authority to bind the Parties to this Agreement
22. **Governing Law; Jurisdiction and Venue:** This Agreement is entered into in Franklin County, State of Washington and shall be construed and interpreted in accordance with its laws without regard to its conflict of law provisions. This Agreement and any dispute

relating thereto is exclusively subject to the jurisdiction of the state and federal courts located in Franklin County, Washington.

23. **Severability:** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
24. **Waiver:** The failure of either Party to insist at any time upon the strict performance of any covenant or agreement set forth herein or to exercise any option, right, power, or remedy contained in this Agreement shall not be construed as a waiver or a relinquishment thereof for the future.
25. **Notices:** All notices, requests, demands and other communications hereunder shall be in writing and shall be mailed with postage-prepaid or personally delivered to the intended recipient as follows:

If to User: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to T-CYSA:           Tri-Cities Youth Soccer Association  
                              Attn: President  
                              6160 Burden Blvd  
                              Pasco, Washington 99301

Notice shall be deemed given based on any one of the following notification methods: upon personal delivery, or if sent by mail with proper postage prepaid, three (3) days after the date of mailing. A party may change its address for notice by delivering to the other party written notice in accordance with this paragraph.

26. **Attorneys' Fees:** In the event this Agreement is placed with an attorney for collection of fees and charges, including but not limited to Usage Fees, due hereunder, T-CYSA shall be entitled to its attorneys' fees and costs incurred for such collection whether or not suit is initiated. In the event it is necessary for any Party hereto, or its authorized representative, successor or assign, to institute suit in connection with this Agreement or the breach thereof, the prevailing party in such suit or proceeding shall be entitled to reimbursement for its reasonable costs, out of pocket expenses, and attorneys' fees incurred, including costs, expenses and attorneys' fees incurred on appeal.
27. **Counterparts and Executions:** This Agreement may be executed in counterparts which, when taken together, shall constitute one agreement. The Parties may use facsimile or electronically scanned signatures to expedite the transactions contemplated by this Agreement and to execute this Agreement. Each Party agrees to be bound by his/hers/its facsimile or electronically scanned signature. Each Party waives any defense to the enforcement of this Agreement, along with the enforcement of any other document related to or affecting this Agreement, which is based upon the fact that a signature was sent via facsimile or via electronic means.
28. **Indemnifications:** To the fullest extent permitted by law, User agrees to indemnify and hold harmless T-CYSA (including T-CYSA's employees, volunteers, officers, directors and board members) and the City of Pasco from any and all claims, liabilities, expenses

or obligations of every kind and description, contingent or otherwise, including but not limited to, all cost of defense of such claims, liabilities, expenses or obligations of every kind, arising from or in any way relating to any claim made against T-CYSA (including T-CYSA's employees, volunteers, officers, directors and board members) by any person or entity for personal injury or property damage that results directly or indirectly from any act, incident or accident occurring in, upon or about T-CYSA Soccer Complex as a result of the usage of T-CYSA Soccer Complex by User, User's Employees and Guest or User's volunteers/coaches, or participating players and their guests or spectators, or as a result of acts, errors or omissions of User, User's Employees and Guest or User's volunteers, or participating players and their guests or spectators, or arising in connection with the operations, use and occupancy of the T-CYSA Soccer Complex by User, User's Employees and Guest or User's volunteers, or participating players and their guests or spectators. To the fullest extent permitted by law, User further waives all User's claims against T-CYSA (including T-CYSA's employees, volunteers, officers, directors and board members) on the account of any loss, damage, or injury from whatever cause which may occur to User or User's property in the use and occupancy of T-CYSA Soccer Complex, except for User's claims arising solely out of T-CYSA's (including T-CYSA's employees, volunteers, officers, directors and board members) gross negligence, the delivery of this waiver being one of the considerations upon which this Agreement is accepted. This indemnification provision shall survive termination of this Agreement and/or completion of the Usage Term.

29. **Incorporation of Application:** The terms of the "Application" and the Usage Fee Schedule set forth above are hereby incorporated into the substantive provisions of this Agreement.

The undersigned hereby submits the foregoing Application and Agreement to T-CYSA for the use of T-CYSA Soccer Complex as described above and certifies that the information given in the Application is correct. The undersigned further states that he/she has the authority to make the Application and execute this Agreement on behalf of the User. **User further acknowledges and agrees that the Agreement shall not be binding upon T-CYSA unless and until (1) a copy hereof shall be executed by User and delivered to T-CYSA and (2) a duly authorized officer of T-CYSA shall have dated and executed a copy hereof (the "Effective Date").**

**Tri-Cities Youth Soccer Association (T-CYSA)**

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Name: Print and Sign

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Title and Date

**User**

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Name: Print and Sign

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Title and Date

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**Exhibit A**  
**Snow Removal Policy**

Fields will be prepared as normal unless there is snow. In the event of snow on the fields, at the sole discretion of T-CYSA, the game(s) may be cancelled without providing the User with an option for snow removal. If T-CYSA provides the User with the option of paying for snow removal then the following policy will be enforced:

1. Only T-CYSA will remove snow from the fields. If snow removal is required, a fee of \$500 per removal, per field for preparation of game day will be split between all users groups/teams scheduled to use the fields each weekend at the time we plow. All regular fields' rental fees will still apply.
2. The fields will have clear lines if the snow is under an inch. If the snow is over an inch, then the fields will be plowed. User groups/teams are permitted to clear additional snow by manual labor with snow shovels – skimming the grass. NO gouging, digging, damage to fields is allowed. No heavy equipment including but not limited to snow blowers, plows, four wheelers, tractors, etc. shall be permitted.
3. Field Marking will be done by T-CYSA. Keep in mind that weather may make it difficult to provide bright fresh lines but we will make an effort to make them to the standards of the regular season.
4. If your game is canceled or rescheduled, you are still liable for your portion of the accumulated snow removal fees.
5. T-CYSA reserves the right to cancel games because of weather causing the fields to be unplayable.