

AGREEMENT

This Agreement is a contract, made and entered into on _____ by and between the City of Norman, a municipal corporation, hereinafter called the "City," and Football Academy, Inc., a non-profit corporation.

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Griffin Community Park, and which was leased from the State of Oklahoma with public funds for a period of 50 years beginning in 1986 and ending in 2036 for the purpose of establishing and maintaining a public park, and

WHEREAS, the City recognizes that the said Griffin Community Park shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, Football Academy, Inc. desires to occupy and use a certain area of the Griffin Community Park for the purpose of providing an adult flag football program, for the use and benefit of its members, the adults of Norman and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to Football Academy, Inc. to use, for the purpose stated, the following described property, to-wit:

Those parts of the Griffin Community Park which have been developed and are known as athletic fields number three (3) and four (4), as shown on the drawing which is attached hereto and made a part hereof. Football Academy, Inc. accepts football fields number three (3) and four (4) in their current condition and agrees to be responsible for any and all modifications to the facility as may be necessary.

(2) Term: This contract shall be in effect for the period of three (3) year from the date of the execution of this lease, with the option to renew the contract upon agreement by both parties. The contract may be terminated at any time in accordance with the provisions herein.

(3) It is agreed between the parties hereto that the purpose of operating Football Academy, Inc. is to provide practice and playing fields, football facilities and equipment in Norman for Football Academy, Inc., to hold and arrange for football leagues, games and competitions for the adults of Norman and participants in grades seven and above, if desired, and also to provide supervised instruction and training for beginners of the sport of football.

(4) It is understood and agreed that Football Academy, Inc. has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(5) The City shall be allowed to appoint one person to attend all football meetings of Norman Football Academy, Inc. with all powers and privileges of the Football Committee. The City appointee shall effectively serve as City advisor to Football Academy, Inc., in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and Football Academy, Inc. during the use of aforementioned fields.

(6) Football Academy, Inc. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by Football Academy, Inc.'s use of said right and privilege or that of its agents or employees; provided, however, that Football Academy, Inc. shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to Football Academy, Inc. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect Football Academy, Inc., and Football Academy, Inc. shall have the right to compromise and defend the same to the extent of its own interest.

(7) Football Academy, Inc. shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Football Academy, Inc.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Football Academy, Inc. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Football Academy, Inc., to wit:

- A. Worker's Compensation Insurance as prescribed by State Statute, if applicable.
 - B. Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.
- (8) A. Football Academy, Inc. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said grounds by Football Academy, Inc., its members or patrons, at the conclusion

of each and every period of use, at its own expense. The City will provide sanitation dumpsters at three locations within Griffin Community Park for Football Academy, Inc. and City's use.

- B. Football Academy, Inc. shall perform all maintenance duties and activities described in the attached exhibit A.
- (9)
- A. Football Academy, Inc. shall schedule and periodically monitor how the premises are used. Football Academy, Inc. shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. Football Academy, Inc. shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that this contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of Football Academy, Inc. Football Academy Inc.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.
 - B. Football Academy, Inc. may charge an admission charge for any sanctioned tournament game or for any other sanctioned football event only after prior approval of the charge has been given by the City.
 - C. City retains the option to make available Griffin Community Park fields three (3) and four (4) to other sports associations during periods when fields are not scheduled for use by Football Academy, Inc., providing request for use by other sports associations is received at least two (2) weeks in advance of requested dates. Any field repairs and/or field restriping shall be completed by other users prior to next scheduled use by Football Academy, Inc. Football Academy, Inc. agrees that no fees may be charged to other sports associations for said use, other than those provided for in this agreement.
- (10) Football Academy, Inc. shall supply an annual report to the City of Norman Parks and Recreation Department. The annual report shall include a summary of all activity along with revenue and expenditure summaries for all activity for the preceding year. All detailed records associated with the Football Academy, Inc. shall be made available for review within ten days by the Football Academy, Inc. upon request from the City of Norman.
- A) Narrative of all football leagues and tournament activity.
 - B) Organization mission statement and goals.

- C) All league and tournament fee structures.
- D) Number of games, team players, tournaments and scholarships.
- E) Age of participants.
- F) Breakdown of expenditures by category i.e. equipment, labor, supplies, capital, etc.
- G) Disclosure of all commissions, refunds and rebates to the organization.
- H) Beginning and ending fund balances.
- I) Annual budget including revenues, maintenance and operating, and capital costs.
- J) Current record of officers including addresses and phone number, and persons authorized to make expenditures on behalf of Football Academy, Inc.
- K) Names of those responsible for maintaining books and records.
- L) A copy of incorporation documents and non-profit certification.

(11) Football Academy, Inc. shall provide an overall schedule to the Parks and Recreation Department of regular season play, as well as dates of tournaments and other sanctioned events.

(12) Football Academy, Inc. shall provide to the Parks and Recreation Department an estimated budget prior to the beginning of all leagues. The budgets shall include revenue and expenditure projections in the areas of league play, tournament play, capital equipment and capital improvements.

(13) Football Academy, Inc. agrees that no officer or member of Football Academy, Inc. shall be allowed a commission, refund or rebate of any kind relative to the Football Academy, Inc. program at Griffin Park.

(14) Football Academy, Inc. agrees to maintain all financial records associated with the Football program for a period of seven years. These financial records shall be maintained in such detail to account for gross receipts and expenditures for all significant organizational activities. Financial recording system shall be made available for review upon request by the City of Norman's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.

(15) It is further understood and agreed between the parties that the rights and privileges granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Griffin Community Park, including all sanitary regulations of any governmental authority which the City may be authorized to enforce.

(16) Football Academy, Inc. agrees that no structure of any nature shall be erected by Football Academy, Inc. upon any area used under this contract until

detailed plans have been submitted to the Parks and Recreation Director of any proposed construction and approval, in writing, has been given by said director.

(17) Football Academy, Inc. agrees to pay the electrical cost for the use of Griffin Park Football fields number three and four, during their league games and/or practices and tournaments at the rate of (number of fixtures X 1.6 X \$.10) or \$3.20 per hour per field.

(18) It is further agreed that the City shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any of the provisions of the contract. Prior to such cancellation Football Academy, Inc. shall be afforded a hearing before the board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the mailing or delivery of notice of cancellation to Football Academy, Inc. Any such notice shall be mailed or delivered to such officer of Football Academy, Inc. or other person as designated by Football Academy, Inc., and Football Academy, Inc. agrees to inform the City immediately after its annual election the names of its officers for the ensuing year and the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Director of the City of Norman. Football Academy, Inc. shall have the right to cancel this contract providing it gives a 30 day notice to the Parks and Recreation office.

(19) In the event this contract is cancelled, for any reason, Football Academy, Inc. shall have the right to remove any movable improvements and/or structures placed upon the property by Football Academy, Inc. within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(20) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose for which the premises were dedicated. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

(21) Football Academy, Inc. agrees further that it will not deny membership in such organization to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by Football Academy, Inc. without prior written consent of the City of Norman.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

ATTEST:

Secretary

FOOTBALL ACADEMY, INC.

BY 
President

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of August, 2015, personally appeared Mickey Williams to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.


WITNESS my hand and seal the day and year last above written.

 09000071
Notary Public

My Commission Expires:

12-24-2016

Approved as to form and legality this 14th day of August, 2015.


City Attorney

CITY OF NORMAN

BY _____
Mayor

ATTEST:

City Clerk

EXHIBIT A
RESPONSIBILITIES OF
FOOTBALL ACADEMY, INC.

1. Mark or prepare fields prior to each game.
2. Insure that all teams have proper safety equipment to participate in the sport in a safe manner.
3. Pick up trash on a daily basis in the field complex and common areas around playing field.
4. Pay the electrical cost at the rate of number of fixtures X 1.6 X \$.10 per hour, or \$3.20 per hour per field.
5. Insure that any player who registers by the deadline will be placed on a team according to league rules.

EXHIBIT B
RESPONSIBILITIES OF
THE CITY OF NORMAN

1. Major fence repairs and maintenance.
2. Lighting repairs and maintenance.
3. Provide initial cut of yard and field lines.