



Broken Arrow Soccer Club

P.O. Box 872, Broken Arrow, Oklahoma 74013
918-258-5770

BROKEN ARROW SOCCER CLUB • INDIAN SPRINGS SPORTS COMPLEX SOCCER FACILITY USE AND RELEASE OF LIABILITY AGREEMENT

This agreement is entered by and between the Broken Arrow Soccer Club, hereafter BASC, and _____ (Name, Title), hereafter USER. USER acknowledges that BASC has been granted permission to manage the use of the Indian Springs Sports Complex Soccer Facilities, hereafter PREMISES, by the City of Broken Arrow, hereafter CITY.

BASC hereby agrees to allow USER to utilize the PREMISES as detailed below for the following date/s and time/s. (Please provide specific dates & times of event):

Description of PREMISES to be used: Field number and/or Restrooms. (Please provide specific complex field numbers to be utilized for your event and whether the need for restrooms is applicable):

USER's Paying Party is defined as the person or entity providing payment for the use of PREMISES.

For organizations (i.e. clubs, schools, community organizations) the Paying Party shall be the organization and the signatory of this agreement must provide written authorization from the organization stating his/hers authority to enter into agreements. *Payment must be made in full at the time of the submission of this agreement unless other payment arrangements have been made.* Payments shall be in the form of cash presented in person at the BASC office at 1001 S. Main Street, Broken Arrow or credit card payment made at the BASC office. *A credit card processing fee will be charged for any card payments made.*

For individuals, the Paying Party shall provide proof of direct relationship (i.e. immediate family member) to a participant in the game and payment must be made in advance. Payment shall be in the form of cash presented in person at the BASC office at 1001 S. Main Street, Broken Arrow or credit card payment made at the BASC office. *A credit card processing fee will be charged for any card payments made.*

USER agrees not to interfere with others' scheduled utilization of the PREMISES.

USER agrees to abide by the BASC Standing Resolution policy that "Warm up in the goal area(s) are not permitted. Sanctions may be applied to the USER found to be allowing any activity in the penalty/goal areas prior to the game, during halftime or following a Game." A fine of \$75 per team per offense will be issued.

USER agrees that in case of inclement weather on or before the day of the event, BASC may choose to close Indian Springs Soccer Complex for any and all games played on the reserved date depending on field conditions, which will

be determined by BASC. BASC will make contact via email or phone call to advise of any or all Indian Springs Soccer Complex field closures.

USER agrees that no other events other than the agreed upon games will be held at Indian Springs Soccer Complex. Restrictions of only spectators and players of the agreed upon games at Indian Springs Soccer Complex.

USER agrees to pay a \$250 trash bond to ensure that all trash from USER is placed in appropriate trash receptacles after each game for each field used. BASC will use the money from the trash bond to pay to have trash picked up and put in appropriate receptacles if this is not done by USER. If all trash is picked up at the end of scheduled games by USER, the trash bond will be returned to USER or destroyed at USER request.

After use of the PREMISES, USER shall ensure that all trash or refuse produced during the event is deposited into trash receptacles or dumpsters, supplied by BASC. Any bagged trash which will not fit into the supplied dumpster must be hauled away from the PREMESIS at the USER's expense at the end of the EVENT. If bagged trash is not placed in the supplied dumpster, BASC will use the trash deposit to pay for removal of the trash.

USER shall exit the PREMISES no later than the expiration of the scheduled time slot.

USER agrees to check the soccer goals before the start of each game to ensure they are properly anchored to the ground with stakes. USER agrees to never allow anyone to climb, swing, play or hang on goals. USER agrees to never move any goals at ISSC.

BASC and CITY retain the right to enter any portion of the PREMISES at any and all times.

USER shall obey all Broken Arrow Parks and Recreation Department rules. Any violations of these rules may result in the immediate termination of this agreement.

USER agrees to take all reasonable precautions to prevent waste, damage or injury to the PREMISES. USER shall promptly reimburse CITY for the cost of parts and labor for any replacement or repair required on the PREMISES as a result of USER'S activities.

The PREMISES, which is the subject of this Agreement, shall remain the property of the City. Such property and any appurtenances thereto cannot be modified or destroyed or altered without the prior, express, written permission of the Parks Director. Neither, may additional appurtenances be built by the USER, without the prior, express, written permission of the Parks Director. Any additions or modifications approved by the City shall become the property of the City upon termination of this agreement unless the City gives express, written permission for the removal of the improvements, in which case, USER shall remove the improvements in a manner approved by the City, and restore remaining City land and improvements to a condition comparable to the condition which existed prior to the removal.

BASC and CITY makes no representations or warranties, express or implied, as to the condition of the PREMISES. USER shall inspect the PREMISES immediately prior to and after each use, and shall immediately notify BASC of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of USER or the general public, USER shall not allow individuals to utilize the PREMISES until the defective portion of the PREMISES has been repaired or replaced.

As partial consideration for this Agreement, USER agrees to indemnify, defend (at CITY'S option), and hold harmless BASC and CITY, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens judgments, cost, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of USER, USER'S guests, invitees, employees, agents, and volunteers, including but not limited to permitted and non-permitted uses of the PREMISES and any injury or damage that occurs on or about the PREMISES. Only CITY'S authorized personnel shall move or remove, place or replace position or reposition any of the CITY'S equipment located on or upon the PREMISES.

Without limiting BASC'S or CITY'S right to indemnification, USER shall obtain General Liability Insurance covering all premises and operations including, but not limited to one hundred percent (100%) of the replacement cost of the total values of the leased property, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per

claimant, One Million Dollars (\$1,000,000.00) aggregate. **USER shall include the BASC and CITY, its officials, representatives, agents and employees as Additional Insured with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma.**

Individuals must comply with the above or provide proof of equivalent coverage as provided for by another individual or organization in the form of an official letter stating such and a copy of the insurance certificate listing the BASC and CITY, its officials, representatives, agents and employees as Additional Insured.

USER shall deliver to BASC an insurance certificate confirming the existence of the insurance required by this Agreement at the time of submission of this agreement and *no later than 2 (two) weeks* prior to the scheduled use. Failure to provide required insurance will result in the cancellation of this Agreement and the forfeiture of USER'S prepayment.

Such indemnification hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the BASC or CITY and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

USER shall promptly notify BASC and CITY of any serious injuries (all injuries which require medical treatment).

USER understands that there are risks and dangers involved in recreational activities, and agrees, on behalf of USER, USER'S guest, invitees, employees, agents, and volunteers, and their respective family and heirs, to accept these risks knowingly and voluntarily, and waives any and all claims, causes of action, or damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages or other losses or damages, against BASC or CITY which may arise out of or in connection with any aspect of USER'S activities under this Agreement. I understand that the BASC and CITY will rely on this statement, that the terms of this agreement are contractual in nature, and are specifically designed to protect the BASC and CITY.

No reservations shall be made until this agreement has been approved by BASC. Payment must be made in full at the time of the submission of this agreement unless other payment arrangements have been made.

Name & Title of Renter (Print)

Signature of Renter

Mailing address of renter or business

Phone number of renter or business

Accepted by BASC Name & Title

Date

(Itemized Rental Rates Next Page)

3RD PARTY RENTAL ITEMIZATION RATES

City of Broken Arrow Resident Prices. A utility bill proving residency shall be provided by individuals.

- \$ 45 - Per game field usage for field (up to a 2-hour time slot as applicable for the age group)
- \$ 20 - Per day use of corner flags
- \$ 35 - Per day use of restrooms for the complex which games are held
- \$ 35 - Per day use of lights as required
- \$250 - Per event or field rental Trash Bond

Non-Resident Prices:

- \$ 65 - Per game field usage for field (up to a 2-hour time slot as applicable for the age group)
- \$ 20 - Per day use of corner flags
- \$ 35 - Per day use of restrooms for the complex which games are held
- \$ 35 - Per day use of lights as required
- \$250 - Per event or field rental Trash Bond

Restroom Rental Only:

In Season:

Groups up to 50 people, \$100; groups of 51 to 100 people, \$175.

Out of Season:

Groups up to 50 people, \$200; groups of 51 to 100 people, \$350.

Tournament Rates:

Please call the BASC office for negotiated fees

***BASC USE ONLY**

Rental payment received. Date: _____ Received by: _____.

Trash deposit received. Date: _____ Received by: _____.

Proof of insurance received. Date: _____ Received by: _____.