

THE CITY OF ARANSAS PASS

and

Roland Peña-Adult Tournament

FACILITY LICENSE AGREEMENT

This license agreement is made and granted this the 26th day of May, 2015 by the City of Aransas Pass, San Patricio County, Texas, hereinafter called the CITY, to the Roland Peña-Adult Tournament, hereinafter called the LEAGUE.

Article I.

The City grants to the League a limited license for the use of the City facilities described as the Softball Complex, located at Community Park on Mondays and Wednesdays for scheduled games (Tuesdays and Thursdays for make-up games only) and not to exceed 12 games per week, beginning May 26th, 2015 and ending December 5, 2015.

The League shall have exclusive use of said facilities for the months in use, unless otherwise specifically requested and approved in writing by the City Manager. The League will in no way restrict public access to the bleachers, nor charge a fee for public viewing of games. The public restrooms will remain open to the public during the lease term with the exception of Monday and Wednesday. The public restrooms will remain closed on those days only. The league will in no way impede the public use of the restroom facilities on the other days (Tuesday, Thursday, Friday, Saturday, and Sunday)

The League will submit a rental fee payment of \$500.00 per month for fields used during March and April and will submit a rental fee payment of \$500.00 per month for fields used during April through December to the cashier in the utility department located at the City of Aransas Pass City Hall due on or before the 1st of each month. A prorated reimbursement based on the total number of field uses is authorized for game days cancelled due to weather conditions. There are no partial day reimbursements. The League will notify the Public Works Director in writing, within 24 hours following a cancelled game day. Should the League fail to pay the rental amount on or before the 5th day of the month the City, at its option, may terminate this

Article II.

The City agrees to continue to perform regular grounds maintenance to include turf conditioning, watering, and ground repairs as required to provide safe playing conditions twice a month. The League will not tamper with the field automatic sprinkler system. If City fails to perform regular grounds maintenance as agreed, League shall give notice to City in writing via a letter to the City Secretary, and if City then fails to perform the maintenance within reasonable time, League may perform such maintenance in order to reasonably utilize the grounds for intended purpose, and may, upon showing proof of payment to City and approval by City Manager, deduct its reasonable costs incurred in such maintenance from the rental payments paid to the City. The League will be responsible for the care and maintenance of the infield areas, baselines and mowing of the outfields. Any League desired field alterations (baselines, pitcher's mound, home plate), repairs or improvements beyond the normal routine maintenance and upkeep must have prior written approval from the City, and will be accomplished in accordance with all ordinances and codes, at the sole cost of League, such improvements made will become City property, unless otherwise agreed to in writing. No improvements may be removed without prior written approval from the City.

Article III.

The City hereby further grants concession privileges to the League. The privileges of the concession are to make direct sales to the public of food, candy, and only non-alcoholic beverages.

The League agrees that the operation of a concession will be in accordance with all local and state laws, and will comply with the health and sanitation rules and regulations promulgated by the County Health Official.

The League must obtain City approval for any type of building or other facility, which it desires to use for concession purposes. The League agrees to keep any approved concession facility clean and in a state of good order and repair.

The City agrees, at City expense, to provide adequate water and sewer services for the League's use.

The League agrees to clear the fields, concession area, and bleachers of trash and equipment following each game. The City will not be responsible for any equipment left at the softball fields by the League. The League shall remove all of its equipment at the end of each game. Trash will be placed in trash bags, which will be tied and placed in provided receptacles.

Article IV.

League hereby specially agrees and covenants that it shall and does by these presents indemnify and hold City harmless, free and clear, from any and all damages or losses of whatsoever nature, whether property damage or personal injury, that may occur by reason of the activities, conduct or instrumentality of the League, League's agents, servants, employees and persons in privity with League, whether such activities be negligent or not, on or about said demised premises and from any claims, losses or damages that the State of Texas, the Federal Government, The City of Aransas Pass, or any governmental entity or its authorized agents, servant or employee might have or make concerning such activities; further League agrees to furnish to City annual certificates of insurance certifying liability coverage on League with limits of not less than \$300,000.00 each person, \$300,000.00 aggregate for bodily injury and \$300,000.00 property damage and \$100,000.00 fire damage. The City will be named as an additional insured or loss payee on such policies.


Article V.

This agreement will expire at the completion of games played on December 31, 2015 or sooner upon mutual agreement of both parties. In the event League violates any of the terms hereof City may terminate this agreement immediately.

agreement immediately. If the League enters into a contract with Police/Fire Leagues in the area or surrounding area, an additional \$200 per month shall be required for the additional day of play. Total monthly rental will be \$700 in case of the additional day of play.

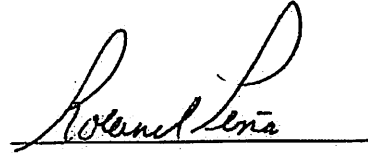
Approved by the City of Aransas Pass City Council this the 26th day of May, 2015.

CITY OF ARANSAS PASS



Adan Chapa, Mayor / Date

City of Aransas Pass
P O Box 2000
Aransas Pass, Texas 78335
(361) 758-5301



Signature / Date

Roland Pena
1514 S. McCampbell
Aransas Pass, Texas 78336
Cell (361) 332-1668

Approved -
4/20/15