

OWASSO SPORTS PARK COMPLEX SOCCER MANAGEMENT USER AGREEMENT

The parties to this Agreement shall be the City of Owasso, Oklahoma, a municipal corporation, ("the City") and Owasso Soccer Club ("OSC").

1. **USER LICENSE:** The City hereby grants a User License to OSC for the administration and management of soccer activities and for the use and maintenance of all soccer facilities at the Owasso Sports Park Complex located between 106th Street North and 116th Street North in the City of Owasso. In consideration for such User License, OSC hereby agrees to the provisions of this Agreement. This Agreement may be terminated at any time by the City if OSC materially breaches the terms of this Agreement.

2. **SCHEDULE:** OSC shall submit an electronic schedule of the times and dates of all recreational and competitive league and tournament soccer games and practices to the City prior to the beginning of the soccer season.

3. **PERSONNEL:** OSC shall provide its own referees and other necessary personnel.

4. **WEBSITE:** OSC shall maintain its current website providing current information to the public regarding Owasso youth soccer recreational and competitive league and tournament information. The website shall be updated as necessary throughout the year to contain accurate and timely information.

5. **LOCAL BUSINESSES:** OSC agrees to utilize to the extent possible, communicate with, and support Owasso businesses. OSC agrees further to encourage its teams, tournament teams, and their families to utilize Owasso businesses in a mutually supportive relationship.

6. **FIELD MAINTENANCE COMMITMENTS**

A) OSC will use 45% of net registration revenues towards field maintenance and improvements on a yearly basis towards the soccer fields at the Owasso Sports Park Complex.

7. **RECREATIONAL AND COMPETITIVE LEAGUES:** OSC shall at all times offer an appropriate diversity of both recreational and competitive youth soccer teams. Documentation sufficient to establish an equitable distribution and appropriate diversity between recreational and competitive teams shall be provided to the City by OSC prior to the beginning of soccer season. There will be no limitation on the number of players participating in either recreational or competitive teams, and the number of recreational and competitive teams formed will be determined by the number of players. Failure by OSC to satisfy the provisions within this section shall be a material breach of the contract and may result in termination of the Agreement.

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9. PLAYER FEES: OSC will set player registration fees and post on our web site. OSC will use area soccer clubs registration fees as a guideline when setting registration fee amounts. Scholarships shall be provided by OSC to players who meet that organization's criteria for financial hardship and need. OSC will inform the City the number of scholarships awarded by OSC for that year.

10. ANNUAL FINANCIAL REPORTS: OSC shall provide an annual financial report to the City detailing the organization's revenues, expenses and disbursements for that year. In addition, OSC agrees to provide tax returns and other financial documents as requested by the City's Finance Department staff. All financial documents, records, and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit with reasonable notice given that such review or audit will occur. Failure by OSC to provide annual financial reports in compliance with the provisions within this section shall constitute a material breach of the contract and may result in termination of the Agreement.

11. TERM: This Agreement shall become effective on the 15th day of February, 2011, for a period of five (5) years.

12. GENERAL MAINTNANCE: OSC shall be responsible for all routine maintenance and repairs. OSC shall also be responsible for the general clean-up and collection of trash and debris in and around all buildings, inside fenced areas of soccer fields and parking lots at the end of the last game each day.

13. MAINTNANCE STANDARDS: OSC agrees to maintain the high quality of playing surfaces on all soccer fields at the Owasso Sports Park Complex in good working order sufficient to ensure safety of the players, spectators, coaches, managers and all other officials and personnel at all times. All fields and facilities will be maintained to the same standards and conditions they are in when turned over to OSC by the City. Each soccer field, as often as is needed, will have dirt added, will be sprayed for weeds, will be aerated and fertilized and will be mowed and trimmed.

In addition, OSC agrees to comply with each of the following specified maintenance standards:

- A) Playing surfaces will be maintained to allow for proper drainage and player safety.
- B) Mowing heights will be maintained between 2 inches and 2 ½ inches depending on season and variety of grass.
- C) Edging should be performed on a regular basis as needed

14. INSPECTION: All soccer facilities will be in good working order on the date this contract becomes effective and will be inspected jointly by the City and OSC before this Agreement shall be executed. The City retains the right to enter upon the soccer fields and facilities at any time for inspection, maintenance, repairs or any other purpose related to this Agreement. The City will have the soccer fields and

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facilities inspected two (2) times each year by a third party possessing the requisite abilities, experience and technology to determine whether or not the soccer fields and facilities are being maintained by OSC in compliance with the specified maintenance standards. A written report detailing the results of each inspection shall be provided to the City and OSC by the person performing the inspection. In the event any soccer fields or facilities are not in compliance with the maintenance standards specified by this Agreement, the City shall provide an additional written Notice of Noncompliance to OSC within five (5) business days from the date the inspection report is received by the City. The Notice of Noncompliance will state the specific nature and extent of each area of noncompliance and shall require OSC to remedy the violation and become compliant in each area within a reasonable period of time. Failure to do so shall be a material breach of this Agreement and may result in termination of the Agreement by the City.

15. IMPROVEMENTS OR EMERGENCY REPAIRS: The soccer fields and facilities at the Owasso Sports Park Complex shall at all times remain the property of the City and no improvements or structures may be built upon the fields or facilities without written permission from the City. The City will also notify OSC prior to any major repairs or improvement. The City shall be responsible for all major repairs necessary at the Owasso Sports Park Complex including, but not limited to, rest rooms, plumbing, parking lots surfaces, fencing, general electrical issues, field lighting and poles. The City will also be responsible for providing trash containers, and containers emptied weekly. OSC shall inspect the fields and facilities regularly during league and tournament play and shall immediately notify the City of any damages or repairs that are the responsibility of the City and that may be necessary.

16. RESTROOMS: The City will provide ample restroom supplies for each restroom at the Owasso Sports Park Complex. OSC will stock and clean the soccer facility restrooms weekly during season play and tournaments scheduled to be played.

17. INSURANCE: OSC shall maintain general liability insurance covering the premises and activities of the soccer facilities and program at the Owasso Sports Park Complex in an amount not less than One Million Dollars (\$1,000,000) and shall name the City as a co-insured. A copy of the policy shall be provided to the City Manager of the City of Owasso at the time this Agreement is executed. OSC shall maintain the required insurance with an insurer carrying a Best's "A" or equivalent rating that is licensed and admitted to write and issue insurance policies in the State of Oklahoma.

18. INDEMNIFICATION: As partial consideration for this Agreement, OSC agrees to indemnify, defend (at the City's option), and hold harmless the 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, costs, 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 OSC, its competitors, guests, invitees, licensees, members, volunteers,

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representatives, employees, agents, officers, contractors or subcontractors, any injury or damage that occurs on or about the fields or facilities relating to soccer activities, or OSC's performance or failure to perform the terms and conditions of this Agreement. OSC shall promptly notify the City of any serious injuries occurring on the fields or facilities and of any claim asserted by any individual.

19. LAWS: This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Tulsa County, Oklahoma.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, or other communications between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions herein, and the provisions of this Agreement are intended to be and shall be deemed severable.

21. MODIFICATION ONLY BY WRITTEN AGREEMENT: This Agreement may only be modified by further written agreement between the parties. However, this Agreement may be terminated by the City for material breach upon ninety (90) days written notice to OSC. OSC will have a ninety (90) day reconciliation period to possibly resolve any reasons for termination of the agreement. Any such modifications shall not be effective unless executed by both parties.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date set forth below.

Executed the 15th day of February, 2011.

CITY OF OWASSO:



Doug Bonebrake, Mayor

Attest:

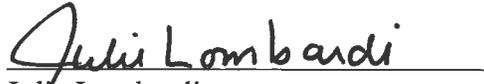


Sherry Bishop
City Clerk



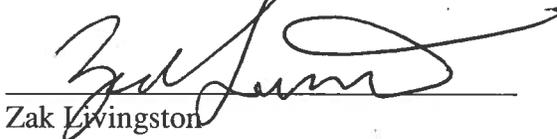
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Approved as to Form:

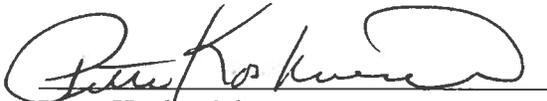


Julie Lombardi
City Attorney and General Counsel

OWASSO SOCCER CLUB
Owasso Oklahoma:



Zak Livingston
President



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1st Vice President



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Michael J. Pacula
Secretary

