

AGREEMENT NO. \_\_\_\_\_

**AYSO FACILITIES USE RENTAL AGREEMENT**

**THIS FACILITIES USE RENTAL AGREEMENT** ("Agreement" herein) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **AMERICAN YOUTH SOCCER ORGANIZATION, REGION-73 (hereafter "Region-73")**, and the \_\_\_\_\_, (hereafter "**Permittee**") for the use of facilities licensed to REGION-73.

**RECITALS**

**WHEREAS**, REGION-73 entered into a License Agreement ("License Agreement") on November 3, 2010, with City of Bakersfield, (hereafter called "CITY") for the use of constructed soccer fields located at Bakersfield Sports Village ("Facility" or "Facilities"); and

**WHEREAS**, pursuant to said License Agreement, REGION-73 may rent use of the soccer fields to which it was given a license, to other groups, subject to prior approval by CITY, for use of the Bakersfield Sports Village Soccer Fields consistent with the uses approved in the License Agreement; and

**NOW, THEREFORE**, REGION-73 and PERMITTEE agree as follows:

**1.0 PARTIES.** The parties hereto are:

Permitter (Region-73)  
American Youth Soccer Organization Region 73  
P.O. Box 10327  
Bakersfield, CA 93389

Permittee  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**2.0 FACILITIES:** The PERMITTEE is hereby granted permission to use the following described Facilities licensed to REGION-73 upon obtaining all signatures required in the REGION-73 form entitled "**Required Signatures and Estimate of Charges for Services**" and prior to any scheduled event, (Exhibit A):

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**3.0 PERIOD OF USE.** The permission hereby given shall be for the following period or periods:

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M.

**4.0 PERMISSIBLE ACTIVITIES.** The Facilities described may be used for the following activities:

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**5.0 NON-EXCLUSIVE USE.** REGION-73 and CITY shall retain the right to use the Facilities for their own purposes or to rent the Property to any other person or group for use on any day or time not already scheduled by PERMITTEE. PERMITTEE shall not sublicense or rent the Facilities to any other party.

**6.0 CHARGES TO PERMITTEE.**

6.01. Basic charges. In consideration of the grant of the permission for facility rental herein, the PERMITTEE shall pay to REGION-73 twenty-five

dollars (\$25.00) per hour, per field usage, at rates as determined by City. Any deviation from City rates must be approved by City.

6.02 Parking. REGION-73 nor PERMITTEE will charge for parking anywhere at the Bakersfield Sports Village. Parking shall remain open for public use at Bakersfield Sports Village.

6.03 Security deposit. Upon execution of this agreement, the PERMITTEE shall deposit with REGION-73 the sum of \$\_\_\_\_\_ as security for performance of each obligation of the PERMITTEE hereunder. If the PERMITTEE breaches any provision of this agreement, REGION-73 may use the security deposit, or any portion of it, to cure the default or to compensate REGION-73 for all damage sustained by REGION-73 resulting from such breach or default. Any unused portion of the security deposit shall be refunded to the PERMITTEE at the expiration of the term of the rental. REGION-73'S obligations with respect to the security deposit are those of a debtor and not a trustee. REGION-73 may maintain the security deposit separate and apart fro its general funds or may commingle the security deposit with REGION-73'S general and other funds. REGION-73 shall not be required to pay the PERMITTEE interest on the security deposit.

## **7.0 NON-ASSIGNMENT OF SUBLICENSE.**

Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

## **8.0 CONDITION AND USE OF THE PROPERTY.**

8.01. Acceptance of Facilities; Surrender at End of Term. By entry hereunder, the PERMITTEE accepts the facilities as being in good order, condition and repair and agrees to surrender the premises to REGION-73 on termination of the permitted period in the same condition as when received, reasonable wear and tear excepted. The PERMITTEE is financially responsible for the repair and/or replacement of the personal property of REGION-73 that is damaged during the use of the property. Repairs or restoration made must be

to the satisfaction of REGION-73. This liability extends beyond that of any security deposit by the PERMITTEE.

8.02 Waste – Quiet Conduct; Insurance Hazards. The PERMITTEE shall not permit any waste upon or to the facilities, nor any activity of any kind which is unlawful or which will constitute a nuisance or disturb the quiet enjoyment by anyone in possession of adjacent premises. The PERMITTEE shall not engage in nor permit any conduct or activity upon or in connection with the facilities that would increase the existing rate of insurance upon the premises of REGION-73 and the facilities situate thereon, or any part thereof, or cause the cancellation of any insurance covering such facilities.

8.03 Temporary Structures; Signs. No temporary structures and no signs will be placed upon the facilities except upon the prior written approval of REGION-73 (and City). All such temporary structures and signs shall be removed before termination of the periods for which permission to use the facilities is given.

8.04 Alterations; Construction. The rented premises shall not be altered or changed in any manner or respect without the prior written consent of CITY and REGION-73. Any alterations or additions shall be at the sole expense of the PERMITTEE.

## **9.0 LIABILITY.**

9.01 Indemnity. PERMITTEE shall indemnify, defend and hold harmless REGION-73 and CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by PERMITTEE, PERMITTEE's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for REGION-73's and CITY's sole active negligence or willful misconduct.

9.02 Liability Insurance. The PERMITTEE shall, during the term hereof or any extension thereof, take out and keep in force at PERMITTEE'S expense public liability insurance in companies and through brokers acceptable to REGION-73 and CITY to protect it against any liability to the public incident to the use of or resulting from any accident occurring in or about the premises, the liability under such public liability insurance with a combined single limit of no less than **1 Million Dollars (\$1,000,000)** per occurrence, and **2 Million Dollars (\$2,000,000)** aggregate, together with a

minimum of **\$5,000** for property damage. Such policy or policies shall insure the contingent liability of REGION-73 and CITY. Evidence of Worker's Compensation is also required, if applicable.

The policy of insurance shall contain the following special endorsement: "American Youth Soccer Organization, Region-73, the City of Bakersfield and their officers, employees, volunteers and agents are additional insureds under the terms of this policy as to the activities of the Licensee."

The PERMITTEE shall submit a policy of insurance to the City for review and approval no later than 15 days prior to any scheduled event.

#### **10. ALCOHOLIC BEVERAGES.**

No alcoholic beverages are to be allowed anywhere on the Property during the time the Property is in use by PERMITTEE.

#### **11. GENERAL PROVISIONS.**

11.01 Waiver. The waiver by REGION-73 of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any payment by REGION-73 shall not be deemed to be a waiver of any preceding breach by the PERMITTEE of any term, covenant or condition of this agreement other than the failure of the PERMITTEE to pay the particular sum, so accepted, regardless of REGION-73'S knowledge of such preceding breach at the time of acceptance of such payment.

11.02 Interest. In the event the PERMITTEE fails to pay to REGION-73 all sums required hereunder, at the time or times specified herein, (including but not limited to payments of sums due and the reimbursement of advances by REGION-73), the amounts so due and unpaid shall from the due date bear interest at the rate of eighteen percent (18%) per annum or such lower rate as may then be the maximum rate of interest authorized by California law.

11.03 Successors. The provisions of this agreement shall, subject the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto and should there be more than one PERMITTEE, each of the same shall be jointly and severally liable hereunder.

11.04 Entire Agreement. This agreement constitutes the entire understanding of the parties. Unless an ancillary agreement makes reference

specifically to this agreement, there are not other written or oral agreements pertaining to the subject matter hereof between the parties.

11.05 Modification. Any amendment or modification of this agreement shall be effective only if in writing, executed by each of the parties hereto.

11.06 Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD  
RECREATION & PARKS DEPARTMENT  
1600 Truxtun Avenue, Third Floor  
Bakersfield, CA 93301  
Telephone: (661) 326-3866  
Facsimile: (661) 852-2140**

REGION-73: Permittor (Region-73)  
American Youth Soccer Organization Region 73  
P.O. Box 10327  
Bakersfield, CA 93389

**PERMITTEE:** Name: \_\_\_\_\_  
\_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_

11.07 Compliance with Laws and Regulations. PERMITTEE shall, at PERMITTEE'S sole cost, comply with all of the requirements of Municipal, State and Federal authorities now in force or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

11.08 Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

11.09 Captions. The title or headings to the paragraphs of this agreement are not a part of this agreement and shall have no effect upon the construction or interpretation of any part hereof.

**12.0 TERMINATION.** This Agreement may be terminated by any party upon 10 days written notice, served by mail or personal service, to all other parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

**PERMITTEE**

**“REGION-73”  
THE AMERICAN YOUTH SOCCER  
ORGANIZATION, REGION 73**

By: \_\_\_\_\_

By: \_\_\_\_\_

**ROBERT GRECO**

Title: Regional Commissioner

Attachments:    Certificates of Insurance