

## **SOCCKER SHOTS USE AGREEMENT**

This agreement is made and entered into by and between the WEST LAFAYETTE CITY BOARD OF PARKS AND RECREATION, hereinafter referred to as "PARKS" and EKK, LLC dba SOCCER SHOTS, hereinafter referred to as "SS."

SS is a soccer instructional program for children ages 3-10 that has been established in West Lafayette, Indiana, and is in need of a greenspace for instruction.

PARKS is the owner of both Cumberland Park and Tapawingo Park located in the City of West Lafayette, Indiana.

The parties wish to allow the SS to use Cumberland & Tapawingo Parks for the mutual benefit of both parties.

In consideration of the premises and of the mutual covenants hereinafter contained, the parties agree as follows:

1. Premises. The Premises consist of Cumberland Park at 3101 N. Salisbury, and Tapawingo Park at 100 Tapawingo Dr. N., located in West Lafayette, Indiana 47906.
2. Term. The Term of this agreement is for the soccer season in 2016 Soccer season March – November, Mondays 4:30-7:30 and Thursdays 5:30-7:00
3. Use of Premises. The Premises will only be used for instructional soccer. Reasonable efforts will be made to accommodate SS's use of the Premises; however, in the event that there is a scheduling conflict with Parks' sponsored activities, all Parks' sponsored activities will be given priority over SS.
4. Consideration. As consideration for the use of the Premises, SS agrees to pay a user fee of \$500 for the soccer season, March-November, which payment is due at the time of the establishment of this agreement.
5. SS Rights. This agreement has been established to give SS the privilege of utilizing unused field areas at Cumberland Park and Tapawingo Park.
6. SS Responsibilities. As the Parks has an agreement with Greater Lafayette Youth Soccer League for their exclusive use of the Cumberland Field. It is SS's responsibility to maintain the general cleanliness, of all field area during their use. The park and other facilities must be returned to Parks in the same condition as prior to use. If the area used by SS is damaged or are not clean, SS will be charged for the repairs and extra maintenance required by Parks, and SS may be denied future use.

7. Indemnification. SS shall indemnify and hold Parks harmless from any and all claims or liabilities which may be asserted against Parks arising out of or in connection with SS's use of the Premises. The Premises are available for use subject to the Parks' standard Rules and Rental Policy, and SS agrees to comply with the Rules and Rental Policy. SS acknowledges that use of the Premises is available at their discretion, and that they are not compelled in any way to use the Premises. Use of the Premises involves a degree of risk of injury and even death and SS is voluntarily using the Premises with knowledge of the dangers involved.

In consideration of being allowed to use the Premises, SS and its participants hereby release and forever discharge, and agree to indemnify and hold harmless, the City of West Lafayette, the West Lafayette Parks & Recreation Department, their board, officers, agents, employees, and representatives and any person or entity acting on their behalf, from any and all responsibility and liability (including attorney fees) for injuries, damages or death resulting from or arising out of the use of the Premises.

8. Insurance. SS agrees to maintain public liability insurance in amounts acceptable to Parks, which insurance will name the West Lafayette Parks and Recreation as an additional insured. SS will provide Parks with proof of insurance along with the completion of this agreement.

9. Park Rules. SS acknowledges it has read and understands the following rules governing the use of the premises and other facilities, has explained them to participants, and has agreed to follow them. SS understands that the activity may be suspended immediately and/or the participants may lose the privilege of use of the Premises and other facilities if rules are not followed.

A. Complete list of instructors along with evidence of background checks certifications must be provided and on file.

B. A schedule of lesson days and times must be provided. Any additions or changes should be confirmed with the Parks.

C. In the event of an injury, SS should provide their own first aid kit. Parents of participants are to remain on site.

D. When practice is over, the facility should be left as it was found. All trash should be picked up before participants leave.

E. Possessing or consuming alcoholic beverages is strictly prohibited on public property. Persons observed possessing or consuming alcohol are subject to arrest.

F. User shall not engage in any action that will be a violation of any municipal, state, or federal laws or regulations.

G. Commercial enterprises and sales of articles, privileges, or services are not permitted unless written permission is obtained from Parks.

H. Cars, motorcycles, or other vehicles must be parked only in areas designated for public parking.

I. Signs, notices, or advertisements may not be posted unless written permission is obtained from Parks.

10. Default. In the event either party should default on any of the terms of this agreement, and fails to cure such default within 10 days after receiving written notice from the non-defaulting party, the non-defaulting may immediately terminate this agreement.

11. Miscellaneous. SS may not sublet or assign its rights under this agreement. The failure of either party to insist upon prompt and strict performance of any of the terms of this agreement or to exercise any rights under this agreement shall not operate as a waiver of the same or of any other term or right of this agreement.

Each party is signing this agreement on the date set out below.

WEST LAFAYETTE CITY BOARD  
OF PARKS AND RECREATION

EKK, LLC dba SOCCER SHOTS.

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 1101 Kalberer Road  
West Lafayette, IN 47906

Address: \_\_\_\_\_  
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