



**USE OF ATHLETIC FACILITIES AGREEMENT
WITH THE CITY OF ROSWELL**

The _____ (name of organization) [hereinafter "the League"] and the City of Roswell [hereinafter "City"] enter into the following agreement for the use of the athletic facility owned by the City of Roswell _____ at _____ [hereinafter "facility"].

1. The League shall use the facility for the following dates and hours, and the dates set for below shall be considered the term of the Agreement:
 - a. Dates of regular game play: From _____ to _____
 - b. Hours of regular game play: From _____ to _____
 - c. Tournament dates: _____
 - d. Hours of League practice: _____
 - e. Team practice is / is not (circle one) allowed on the facility.
2. The League agrees to abide by the rules and regulations of the City during the League's use of the facility.
3. The League shall cooperate with the City in allowing the scheduling of the facility for use by other organizations for dates or times when the facility is not in use by the League or for those portions of the facility not being used by the League.
4. The League agrees to not schedule any tournaments or other activities for the facility without the written permission from the City Manager of the City of Roswell.
5. The League shall provide the following maintenance and upkeep of the facility:
 - a. Field and path maintenance during the dates of use.
 - b. Cleaning of facility following each day's use of the facility.
 - c. Provision of paper products for restrooms during the use of the facility.
 - d. Repair or maintenance of plugged drains, leaking faucets, urinal or toilet flushing valves or other plumbing issues caused by the League's use of the facility.
 - e. Equipment and supplies shall not be stored in plumbing chases.
 - f. Equipment and supplies shall not block access to electrical boxes, circuit breakers or doors.
 - g. Turning off of all lights following games or practices, if allowed.
 - h. Ensuring that all restroom and concession areas are locked after each game or practice.
6. The League agrees to pay the City \$75.00 per hour or the actual cost of the maintenance, whichever is greater, for all maintenance services provided by the City during the dates outlined in Paragraph 1 (a) and 1(c) if the maintenance set forth in Paragraph 5 is not provided by the League.
7. The League shall be responsible for observing any electrical load limits of the facility and the facility's concession. The City is not responsible for any problems or damages resulting from the League exceeding any electrical load limits
8. The League shall not permit any extension cord to run across floors, outside of a building or through a door or window of the facility.
9. The League agrees to allow the City access to the facility at all times during this agreement.
10. The League shall not change or re-key locks without the express written consent of the City Manager. If locks are changed or re-keyed during the dates set forth in Paragraph 1, the League shall reimburse the City all expenses incurred by the City in repairing or replacing the changed or re-keyed locks. The City may remove any non-City lock, and the League shall pay the City \$40.00 per lock for each such lock removed by the City.
11. The League shall provide a written list of all key recipients with name, address and phone number within fifteen (15) days of execution of this Agreement. The League shall provide a supplement written list to the City within five (5) days of any change, if the keys are distributed or redistributed to other individuals during the course of the League's use of the facility.
12. The League agrees that no duplicates shall be made of any key issued to the League by the City without the written permission of the City Manager. The League shall return all keys and duplicates, if any, to the City, no later than fifteen (15) days after the last game date set forth in Paragraph 1.
13. The League agrees to pay the City all costs incurred by the City in rekeying or changing the locks of the facility should the League fail to return all keys issued by the City to the League.
14. The operation of any concession shall comply with all electrical, plumbing, health and safety code requirements. The League shall stop the operation of any concession at the facility which does not comply with such requirements.
15. The League will ensure that alcohol is not permitted at the facility, including all parking lots associated with the facility. The League shall immediately notify the Roswell Police Department if alcohol is present at the facility at any time.
16. The League shall designate a Liaison in writing or purposes of communications with the City and shall update the contact information for the Liaison in writing to the City Manager, if any change occurs during the term of this Agreement.
17. The League shall not incur any debt on behalf of or to be incurred by the City.
18. The League shall secure and provide insurance coverage, and add the City as an insured for purposes of the coverage, sufficient to satisfy the limits, rights and obligations of the City under the New Mexico Tort Claims Act. The League shall provide a copy of the declarations page and/or document evidencing the City as a named insured to the City of Roswell prior to the execution of this Agreement. The League shall supplement or update in writing to the City any changes to the insurance coverage during the term

of this Agreement. The League shall indemnify and hold the City harmless from all injuries, attorney fees, costs and damages which occur as a result of the League's acts or omissions including any such injuries or damages arising out of maintenance activities or lack thereof.

19. The League shall be responsible for all costs and/or expenses incurred by the City which are caused by the League's failure to lock the facility, the concession or restroom.
20. The League agrees to be responsible for and operate any concession at the facility and shall be entitled to keep all profits from the operation during the term of this Agreement.
21. The League shall pay the City a use fee of \$_____/ [player] [team] for regular game play. All use fees for regular game play shall be paid no later than thirty (30) days after the starting date for League game play set forth in Paragraph 1. The League shall pay the City a use fee of \$_____/ [player] [team] for tournament play. All use fees for tournament play shall be paid at least twenty-four (24) hours prior to the commencement of the tournament. The City can request that the League provide a written roster of players or teams to the City, and such rosters shall be made available to the City within fifteen (15) days of the request.
22. The League shall cooperate with the City and with other organizations utilizing the facility with the permission of the City.
23. The League shall be responsible for supervising and controlling the playing areas, parking lots and adjacent areas when in use by the League.
24. The League shall be responsible for any permits or licenses which may be required for regular game or tournament play.
25. The League agrees to pay any security deposit assessed by the City to ensure the League's compliance with the terms of this Agreement. Any such security deposit must be paid at least seven (7) days prior to the dates set forth above.
26. The League shall comply with all federal and state laws and agrees not to discriminate on the basis of race, color, religion, sex, national origin, familial association, gender identity, sexual orientation, age (as appropriate for league play) or medical condition.
27. The League is solely responsible for all League activities including supervision and control of all participants, coaches, referees, umpires, judges, concessionaires and spectators.
28. The League and City represent that the person executing this Agreement is authorized to enter into this Agreement on behalf of the League or the City respectively.
29. The City may terminate this agreement upon 72 hours written notice for the League's failure to comply with the terms and conditions set forth in this Agreement.
30. The League shall notify the City promptly of any problem areas or potential problem areas with the facility of which the League has notice.
31. This Agreement is not effective and the League shall not be entitled to use the facility until the document is fully executed.
32. Other: _____

League Liaison:

Name: _____

Phone: _____

Address: _____

Cell No: _____

League Representative: _____

Date: _____

City Manager: _____

Date: _____