

**Bryant Parks and Recreation Department
2020 Program Agreement**

THIS AGREEMENT made and entered into on January 7th, 2020 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant Lacrosse, doing business at PO Box 990, Bryant, AR 72089 (hereinafter called "BLAX").

WITNESSETH

WHEREAS, THE CITY maintains property at Alcoa 40 Park in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Bryant Lacrosse program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant, and

WHEREAS, Bryant Lacrosse provides program administration and operations of the lacrosse program in Bryant,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of the Alcoa 40 multipurpose field between February 24th, 2020 – April 30th, 2020 as outlined here to BLAX for the operation of Bryant Lacrosse Team.

Named property will be used by BLAX for practices on the dates and times listed on the schedules provided to THE DEPARTMENT.

The general conditions of this program agreement will be:

1. BLAX will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
3. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
4. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE DEPARTMENT Facility. BLAX shall indemnify and hold the City of Bryant, its departments and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BLAX, its agents, employees, or program participants.
5. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by BLAX without prior approval by THE CITY.

6. No permanent alterations, changes, or modifications to change the intended use may be made to facilities by BLAX, without first receiving written approval from THE CITY. The BLAX must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").
7. BLAX assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BLAX. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BLAX.
8. BLAX must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BLAX must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BLAX must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
9. BLAX agrees to Alcoa 40 multipurpose field for the sole purpose of Lacrosse home games, unless otherwise agreed upon by THE DEPARTMENT.
10. BLAX agrees to return this agreement signed by the appropriate persons and provide any and all additional requested material before February 1st, 2020.
11. BLAX will control all litter by picking up litter their program creates after each time the facility is used. The litter must be placed in the proper receptacle by BLAX.
12. BLAX and THE DEPARTMENT will submit contact person(s) for after business hours' emergencies.
13. At the request of THE DEPARTMENT, BLAX will remove all their equipment at the completion of this agreement period.
14. BLAX will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY or THE DEPARTMENT.
15. BLAX agrees to pay the THE DEPARTMENT \$600 to cover cost of field maintenance, labor, utilities, and other materials as needed. Payment must be received by March 1st, 2020.
16. THE DEPARTMENT agrees to the following specific conditions and assurances:
 - A. The Alcoa 40 multipurpose field will be maintained on a regular schedule. Maintenance includes field preparation and lining for home games.
 - B. THE DEPARTMENT will pay utility bill for Alcoa 40 Park
 - C. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
 - D. Permanent improvements to facilities and fields will become property of THE CITY.
 - E. Non-permanent improvements will be retained by BLAX.

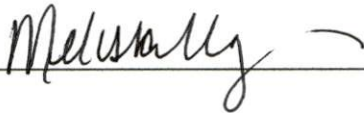
THE CITY or BLAX may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BLAX; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor

Bryant Lacrosse Authorized Agent,

 _____