

**Bryant Parks and Recreation Department  
2021 Program and Use Agreement**

THIS AGREEMENT made and entered into on Oct 14<sup>th</sup>, 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/OR THE DEPARTMENT"), and Central Arkansas Soccer Club at P.O. Box 442, Bryant, Arkansas (hereinafter called "CAS").

WITNESSETH

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

WHEREAS, the use of said property for the purpose of the Soccer 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, CAS provides program administration and operations of the Youth Soccer 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 Midland Soccer Complex as outlined here to CAS for the operation of Youth Soccer from February 1, 2021 to May 31, 2021 and from August 15, 2021 to November 15, 2021. Any dates outside the aforementioned, the park may be used by CAS as it becomes available by notification from the Bryant Parks and Recreation Department. Bishop Park "E" Complex and Alcoa 40 multipurpose field will also be available per Parks Department's schedule.

Named property will be used by CAS for events, practices, and games on the dates and times listed on the schedules as submitted to THE DEPARTMENT by the CAS.

The general conditions of this program agreement will be:

1. CAS 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 CITY Facility. CAS 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 CAS, its agents, employees, or program participants.

13. CAS agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.
14. THE DEPARTMENT has first option to run concessions during all events.
15. CAS agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and CAS must insure that each chemical is properly stored according to MSDS specifications. THE DEPARTMENT must be made aware of the intention to use any form of chemical prior to its use or storage in a facility.
16. Additional conditions to be agreed upon not previously listed:
  - A. THE DEPARTMENT will cover costs for all field maintenance and utilities expenses. CAS agrees to pay an activity fee of \$25 per player each registration period.
  - B. CAS will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by CAS. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, CAS will be charged \$15 for each hour worked per employee used by THE DEPARTMENT. This does not include litter in the immediate (within 5 feet) area of an overflowing trash receptacle.
  - C. CAS will provide proper insurance for the programs they will be operating on city property. CAS understands that their program participants are in no way covered by insurance by THE DEPARTMENT or the City.
  - D. Alcoa Park is an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE DEPARTMENT after approval from the Department of Parks and Tourism, prior to any alteration of the park.
  - E. At the request of THE DEPARTMENT, and with at least 120 days' notice, CAS will remove all their equipment at the completion of this agreement period. CAS will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City.
17. THE DEPARTMENT agrees to the following specific conditions and assurances:
  - A. The park area will be maintained THE DEPARTMENT on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal) and striping will be performed on an as-needed basis.

For Annual Programs - A program agreement must be signed annually in order to guarantee use of a facility or area. The CAS will be given first option for renewal of the scheduling of the fields. The signing of such agreement in no way binds the Parks and Recreation Department or the City to notify CAS of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use City-owned facilities and/or properties.

THE DEPARTMENT or CAS may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all 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 CAS; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant, A municipal Corporation,

\_\_\_\_\_, Mayor Allen Scott

User Organization,

Monte M. Wil, 2020 President