

FIELD RENTAL AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 21st day of July, 2015 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Redlands Pride AAU Football, a non-profit charitable organization ("RPF"). City and RPF are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

ARTICLE 1. PREMISES

Section 1.01 City agrees to permit RPF to use the following: North Fields A & B, and the South Field at Texonia Park (the "Premises") on the terms and conditions hereinafter set forth.

ARTICLE 2. TERM

Section 2.01. This Agreement shall be for a term of three (3) years, unless earlier terminated as provided for herein.

ARTICLE 3. RENT

Section 3.01. Tenant shall perform field maintenance services in lieu of the payment of rent for the Premises. Improvements and maintenance expenses shall total a minimum of Two Thousand Dollars (\$2,000.00) per year between the North and South fields at Texonia Park during the term of this Agreement. Copies of receipts and other documents validating the maintenance effort shall be submitted to Landlord at the conclusion of each season of this Agreement at the office of Landlord at 111 W. Lugonia Avenue, Redlands, California.

ARTICLE 4. USE OF PREMISES

Section 4.01. During the term of this Agreement the Premises shall be used by tenant for the exclusive purpose of conducting youth football programs. Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of City.

Operation of Business

Section 4.02. During the term of this Agreement, RPF shall, unless prevented by conditions beyond its control, conduct business of the type and nature specified in Section 4.01 of this Agreement on the Premises in a safe and businesslike manner. The Premises shall be used only for the time and dates approved for RPF as identified on City's Facility Rental form. In the event that scheduling modifications are necessary, RPF shall make a forty-five (45) day advance schedule change request to City indicating the proposed modification. City shall respond to such requests within two (2) weeks of receipt. City may charge RPF rent in the amount of Ten Dollars (\$10.00) per hour per field, for any scheduling changes made by RPF without the aforementioned forty-five (45) day notice. RPF shall assume full responsibility for its personal property used at the Premises, and shall hold City harmless for any theft or damage relating to RPF's personal property.

Field Maintenance and Preparation

Section 4.03. During the term of this Agreement City shall provide routine maintenance to the Premises, which is define for the purpose of this Agreement as: watering of the fields, repair and maintenance of existing park sprinkler systems, mowing and General maintenance of the grounds surrounding the Premises. RPF shall provide the City with their use schedule so that City shall be able to set irrigation scheduling. Such routine and Preparation maintenance services shall be performed in accordance with the City's current field maintenance schedule.

Any maintenance or repairs needed to the fields must be approved in writing by the City in advance. RPF shall be responsible for all trash clean up, emptying of trash service bins, and hauling off of trash. RPF shall provide specialized maintenance of the Premises, which is defined for the Purpose of this Agreement as: fertilization, annual sodding and/or seeding to replenish worn areas, specialized field sprinkler maintenance to ensure proper water distribution, leveling/smoothing of low spots or worn areas and repair, and maintenance of lights and lighting equipment. RPF shall keep all vehicles off turf and fields whenever possible. Should a vehicle be necessary to drive onto fields, a light-weight scooter-type vehicle may be used

Section 4.04. RPF shall not commit, or permit the commission, of any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. RPF shall, at its own cost and expense, maintain insurance for all personal property and improvements on the Premises.

Waste or Nuisance

Section 4.05. RPF shall not commit, or permit the commission by others, of any waste on the Premises. RPF shall not maintain, commit or permit the maintenance or commission of any nuisance on the Premises, and RPF shall not use or permit the use of the Premises for any unlawful purpose.

Compliance with Laws

Section 4.06. RPF shall, at RPF's sole cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, federal, state and county or municipal, relating to RPF's use and occupancy of the Premises for RPF's operation of business whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by RPF in a proceeding brought against RPF by any government entity that RPF has violated any such statute, ordinance, regulation or requirement shall be conclusive as between City and RPF and shall constitute grounds for termination of this Agreement by City.

ARTICLE 5. INDEMNITY AND INSURANCE

Section 5.01. RPF shall secure and maintain throughout the term of this Agreement the following types of insurance:

A. Comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. A certificate of insurance with endorsements evidencing such coverage shall be provided to City prior to RPF's occupancy of the Premises.

B. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements, in accordance with the laws of the State of California, with an insurance carrier acceptable to City. RPF shall provide City with Exhibit "A," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.

C. RPF shall defend, indemnify and hold harmless City, and its elected officials, officers, employees, agents and volunteers, from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission, or willful misconduct, of RPF, or its officers, employees, agents or volunteers, in connection with operation of its business at the Premises.

D. City shall defend, indemnify and hold harmless RPF, and its officers, employees, agents and volunteers, from any and all liabilities for injury to persons and damages to property arising out of any negligent act or omission, or willful misconduct, of City, or its elected officials, officers, employees, agents or volunteers, in connection with City's operation of the softball fields at Texonia Park.

ARTICLE 6. TAXES AND UTILITIES

Utilities

Section 6.01. RPF shall pay, and hold Landlord free and harmless from, all charges for the furnishing of electricity for field lighting to premises during the term of this Agreement. The City will invoice RPF once a month for electrical charges used at the Premises.

ARTICLE 7. MISCELLANEOUS

Section 7.01. RPF shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises. Any encumbrance, assignment, transfer, or subletting by RPF without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of City, result in the immediate termination of this Agreement.

Section 7.02. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party to this Agreement shall be in writing and shall be

deemed duly served and given when personally delivered to the Party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage pre-paid, addressed to Redlands Pride AAU Football, 29062 David Lane, Highland, Ca 92346 or to City at 111 W. Lugonia Avenue, P.O. Box 3005, Redlands, CA 92373. RMOW and City may change their respective addresses for the purpose of this section by giving written notice of that change to the other Party in the manner provided in this section.

Section 7.03. This Agreement constitutes the entire agreement between City and RPF respecting RPF's use of the Premises, and correctly sets forth the obligations of City and RPF to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not expressly set forth in this Agreement are null and void.

Section 7.04. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing Party shall, in addition to any costs and other relief be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 7.05. This Agreement may be terminated by either Party by giving ninety (90) days prior written notice to the other Party.

Executed at Redlands, California.

CITY OF REDLANDS

REDLANDS PRIDE AAU FOOTBALL

Paul W. Foster, Mayor

Terry Renner, President

ATTEST:

Sam Irwin, City Clerk

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Redlands Pride AAU Football

Date: _____

By: _____
Terry Renner, President