

**CITY OF REDLANDS
FIELD USE AGREEMENT**

This field use agreement ("Agreement") is made and entered into this 20th day of September, 2016 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Pateadores Soccer Club ("Pateadores"). City and Pateadores are sometime individually referred to herein as a "Party" and, together, as the "Parties." City, for and in consideration of the obligations to be performed by Pateadores under this Agreement, hereby permits Pateadores to use the soccer field at City's Crafton Park (the "Soccer Field") on the terms and conditions provided for herein.

AGREEMENT

Section 1. Term. The term of this Agreement shall be for five years from the Effective Date, unless terminated earlier by City or Pateadores by providing ninety (90) days prior written notice of such termination to the other Party.

Section 2. Rent. Pateadores shall pay to City rent ("Rent") or perform field maintenance services in lieu of the payment of Rent for the use of Soccer Field each year during this Agreement in the amount of Seven Thousand Five Hundred Dollars (\$7,500). City shall have the sole determination of the maintenance activities value. The Rent or copies of receipts and other documents evidencing the maintenance services shall be due or payable on December 31, 2016 for the 2016/2017 season and thereafter, annually on or before December 31 of each year and shall be submitted at the office of City at 111 W. Lugonia Avenue, Redlands, California.

Section 3. Permitted Use. During the term of this Agreement, the Soccer Field shall be used by Pateadores for the exclusive purpose of conducting youth club soccer programs.

Section 4. Operation of Program. During the term of this Agreement, Pateadores shall, unless prevented by conditions beyond Pateadores' control and conduct its youth club soccer programs on the Soccer Field in a diligent and business-like manner. The Soccer Field shall be used at the discretion of Pateadores for practices and games, provided the dates requested for use have been approved and calendared by City.

Soccer programs may be scheduled at any time after 4:00 p.m. week days. The Soccer Field may be used all day Saturdays and shall remain open to the general public on Sundays, and the Soccer Field shall otherwise be available to the public when not in use by Pateadores. Requests for additional field use shall be submitted, in writing, to the City's Recreation Division thirty (30) days prior to the requested date of use. Such requests may be subject to approval by the Parks and Recreation Advisory Commission and/or City Council.

Section 5. Maintenance and Preparation. City shall provide routine maintenance and preparation of the Soccer Field, defined for the purpose of this Agreement as: watering, repair and maintenance of existing park sprinkler systems, and mowing and general maintenance of the grounds surrounding the Soccer Field. Pateadores shall submit maintenance schedule in advance to City for approval. Pateadores shall be responsible for all sprinkler repairs and replacement to

the irrigation for the soccer field. Maintenance services shall be performed in accordance with the City's current field maintenance schedule.

Pateadores shall provide specialized maintenance for the Soccer Field, 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. Pateadores shall also be solely responsible for the maintenance, repairs and replacement of lights and lighting equipment. Temporary fencing may be installed to protect the soccer field during rejuvenation. Soccer Field closures shall not exceed ninety (90) days in any one year. Additional maintenance and preparation work may be performed on site upon subsequent written agreement of the Parties. All applicable water restriction mandates will be followed during specialized maintenance activities.

Section 6. Insurance Hazards. Pateadores shall not commit or permit the commission of any acts on the Soccer Field nor use or permit the use of the Soccer Field in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Soccer Field or the improvements on the Soccer Field. Pateadores shall, at its own cost and expense, comply with any and all requirements of City's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Soccer Field and the improvements on the Soccer Field.

Section 7. Waste or Nuisance. Pateadores shall not commit, or permit the commission by others of, any waste on the Soccer Field. Pateadores shall not maintain, commit or permit the maintenance or commission of any nuisance on the Soccer Field as defined in Civil Code Section 3479, and Pateadores shall not use or permit the use of the Soccer Field for any unlawful purpose.

Section 8. Compliance with Laws. Pateadores shall, at Pateadores' own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, including federal, state, county and municipal relating to Pateadores' use and occupancy of the Soccer Field 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 Pateadores in a proceeding brought against Pateadores by any governmental entity, that Pateadores has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and Pateadores and shall constitute grounds for termination of this Agreement by City.

Section 9. Utilities. Pateadores shall pay, and hold City free and harmless from, all charges for the furnishing of electricity for storage areas, snack facilities and field lighting to the Soccer Field during the term of this Agreement. Pateadores shall pay all electrical charges directly to providers.

Section 10. Indemnity and Insurance. Pateadores shall defend, indemnify, and save City and its elected officials, officers, employees and agents harmless from and against any all liability to Pateadores and third parties resulting from Pateadores', and its agents', employees' and invitees' occupation and use of the Soccer Field, specifically including without limitation, any claim, liability, loss, or damage arising by reason of:

(a) The death or injury of any person or persons, including Pateadores or any person who is an employee or agent of Pateadores, or by reason of the damage to or destruction of any property, including property owned by Pateadores or any person who is an employee or agent of Pateadores, and caused or allegedly caused by either the condition of the Soccer Field, or some act or omission of Pateadores or of some agent, contractor, employee, servant, subtenant, invitee or concessionaire of Pateadores on the Soccer Field;

(b) Any work performed on the Soccer Field or materials furnished to the Soccer Field at the insistence or request of Pateadores or any agent or employee of Pateadores; and

(c) Pateadores' failure to perform any provision of this Agreement or to comply with any requirement of law or any requirement imposed on City or the Soccer Field by any duly authorized governmental agency.

Section 11. Insurance. Pateadores shall, at its own cost and expense, procure and maintain during the term of this Agreement public liability insurance and property damage insurance issued by an insurance company acceptable to City and insuring City against loss or liability caused by or connected with Pateadores' occupation and use of the Soccer Field under this Agreement in amounts not less than:

(a) One Million Dollars (\$1,000,000) for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than Two Million Dollars (\$2,000,000) for injury to or death of two or more persons as a result of any one accident or incident; and

(b) Five Hundred Thousand Dollars (\$500,000) for damage to or destruction of any property of Pateadores or others.

The insurance required under this section shall be issued by a responsible insurance company or companies authorized to do business in California and shall be in a form reasonably satisfactory to City. Pateadores shall, by February 15th of each year of this Agreement, deposit with City a certificate showing that insurance to be in full force and effect.

(c) The insurance required by this section shall name City as an additional insured and such insurance shall be primary and non-contributing to any other insurance or self-insurance maintained by City.

Section 12. Personal Property. Pateadores shall, during the full term of this Agreement maintain at Pateadores' own cost and expense an insurance policy issued by a reputable company authorized to conduct insurance business in California insuring for their full insurable value all fixtures and equipment at any time during the term of this Agreement, in or on the Soccer Field against damage or destruction by fire, theft or the elements.

Section 13. Cancellation Requirements. Each of the insurance policies shall be in a form reasonably satisfactory to City and shall carry an endorsement that, before changing or canceling

any policy, the issuing insurance company shall give City at least thirty (30) days' prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered to City.

Section 14. Subletting or Assignment. Pateadores shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Soccer Field or any of the improvements that may now or hereafter be constructed or installed on the Soccer Field without first obtaining the express written consent of City. Pateadores shall not sublet the Soccer Field or any part of the Soccer Field or allow any other person, other than Pateadores' agents, servants, employees, and invitees to occupy the Soccer Field or any part of the Soccer Field without the prior written consent of City. The consent by City to one assignment, one subletting, or one occupation of the Soccer Field by another person shall not be deemed to be a consent to any subsequent assignment, subletting or occupation of the Soccer Field by another person. Any encumbrance, assignment, transfer or subletting 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 termination of this Agreement. The consent of City to any assignment of Pateadores' interest in this Agreement or the subletting by Pateadores of the Soccer Field or parts of the Soccer Field shall not be unreasonably withheld.

Section 15. Attorneys' Fees. 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 recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 16. Notices. 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 Pateadores at P.O. Box 8487, Redlands, California, 92375 or to City at 111 W. Lugonia Avenue, Redlands, California, 92374. Either Party, may change its address 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 17. Entire Agreement. This Agreement constitutes the entire agreement between City and Pateadores respecting use of the Soccer Field by Pateadores, and correctly sets forth the obligations of City and Pateadores to each other as of its date. Any agreements or representations respecting the use of the Soccer Field by Pateadores not expressly set forth in this Agreement are null and void.

Section 18. Time of Essence. Time is expressly declared to be of the essence in this Agreement.

Executed on September 20, 2016, at Redlands, California.

CITY OF REDLANDS

PATEADORES SOCCER CLUB

Paul W. Foster, Mayor

Mike Kovalcik, President

ATTEST:

Sam Irwin, City Clerk