



City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

Softball

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as “City” and the Parks and Recreation Department, hereinafter referred to as “Department”, are utilized efficiently and safely. All Deer Park sports programs recognized by the City and all Sports Organizations, hereinafter referred to as “Organization”, and are intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities. It should be understood that while this agreement permits usage to the Organization, that all fields and facilities are property of the City of Deer Park and should be accessible to all citizens.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. The City enters into agreements that will best serve the community. Any and all fields can be assigned or reassigned to use by any contracted organization based on this agreement.

A. Term

1. This agreement shall be for a term of up to three (3) calendar beginning on the date of full execution, January 1, 2026 hereof concluding on December 31, 2028, unless terminated by either party upon sixty (60) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility (ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve and renew for the following calendar year.

B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:
 - i. That a request for renewal be initiated by the signing of a new agreement by the Organizations president, with a copy of the annual report, prior to October 31st of each year.

- ii. That the Organization provide the annual report prior to the start of each year:
 - a. Copy of approved current constitution and by-laws for Organization.
 - b. List of current Organization officers and board members with addresses, phone numbers, and email.
 - c. Proposed Organization schedule of events (i.e. Tryouts, opening day, etc.).
 - d. Copy of Organization's general liability insurance policy and have the City of Deer Park as an additional insured.
- iii. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year.
- iv. Approval by the City Council in December of each year.

C. General Agreements

1. **The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities, cash, or donation on the part of the Organization, does not imply ownership on behalf of the Organization.**
2. Use of City facilities are primarily for the use of citizens living within the incorporated city limits.
3. The Organization is required to provide a minimum service of Recreational League play.
4. The usage of the fields will be prioritized in the following manner:
 - i. Recreational league practices and games
 - ii. City approved league tournaments
 - iii. All-Star practices, games, and tournaments
 - iv. Non-recreational (All-stars) league practices and games
 - v. City approved non-recreational tournaments
 - vi. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
 - vii. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.
 - viii. Sec. 74-1. It shall be unlawful for any person to enter into or upon any of the parks and recreation facilities designated in subsection (b) of this section between the following hours and days:
 - a. 11:00 p.m. and 5:00 a.m. on Fridays and Saturdays.
 - b. 10:00 p.m. to 5:00 a.m. on Sundays through Thursdays.
 - c. Exceptions approved by the city's parks and recreation director may be granted in certain circumstances.
5. If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.
6. All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.
7. Non-recreational (All-Star) teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.

8. Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.
 - i. All financial documents and records are subject to audit per request of the City.
 - ii. All camps or clinics must be authorized by the City.
 - a. The City has first right of refusal.
 - b. The Department must approve these activities a minimum of thirty (30) days in advance of the event.
 - c. All proceeds from camps or clinics must benefit the Organization or the City.
9. Per City policy, the Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games, or tournaments at City facilities.
10. No construction or alterations may be done on City property/facility without the written authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. ALL improvement projects will go through the relevant formal City process.
11. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
12. The Organization will not allow any other organization, association or group to use the facility without prior approval of the Department.
 - i. Anyone wishing to utilize the fields outside the organization must go through the Department in order to rent the facilities.
13. All Board of Directors members and managers are required to have completed a current applicable training program from a recognized state or national youth sports association.
14. All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.
15. All training documents, and records are subject to audit per request of the City.
16. The Organization is required to place a \$500 refundable trash deposit with the City by January 15th of each calendar year. This will be applicable from January 15th through November 15th of each calendar year.
 - i. Organization is responsible for trash pickup in and around their contracted complex.
 - ii. In the event that substantial trash has been left in and around the contracted complex; the City may opt to deduct from the \$500 deposit.
 - iii. The City will make efforts to contact the Organization and give opportunities to resolve any issues prior to deductions.

D. Obligation of the City

1. To provide athletic facilities to be utilized efficiently and safely.
2. To administer the Sports Organization Utilization Agreement with the Organization.
3. To oversee, and accept all improvement projects for athletic facilities.
4. To approve advertising permitted at athletic facilities.
5. The City reserves the right to close any field for routine maintenance for up to seven consecutive calendar days. The City will provide the Organization with a minimum of two (2) weeks written notice.

- i. In the event of an emergency maintenance, the City may close the fields with less than two (2) weeks written notice to the Organization.
- 6. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:
 - i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the league season and as deemed necessary by the Department.
 - a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
 - b. Maintain all, fences, bleachers and gates in a safe and secure condition.
 - c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
 - d. Make major plumbing repairs for restrooms, sinks, urinals and commodes as deemed necessary by the Department.
 - e. Make major electrical and air conditioning unit repairs as deemed necessary by the Department.
 - f. Paint all structures as deemed necessary by the Department.
 - g. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
 - a. Attempt to maintain at least 75% of the potential lighting for field or pole during regularly scheduled season.
 - h. The City will request the Organization to appoint up to six (6) officials to have access to the automatic light schedule at the time of Agreement renewal. The Organization is responsible for notifying the City of permission changes throughout the year.
 - i. Maintain all field irrigation system(s).
 - a. Watering schedules are managed and authorized by the Department.
 - b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.
 - j. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.
- 7. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.
 - i. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
 - ii. If any organization wants a more frequent mowing routine, it becomes their responsibility.
 - a. The Organization must receive prior approval before beginning additional mowing.
 - b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.
 - iii. All additional herbicide and fertilization applications are performed by the Department upon request; with funds provided by the Organization.
- 8. Furnish trash receptacles and trash liners.

- i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 9. Clean and stock restrooms.
 - i. Daily, Monday through Friday, during regularly scheduled season.
 - ii. Saturdays and Sundays when deemed necessary by the Department.
 - iii. Once weekly during off-season.
- 10. Maintain all parking areas.
- 11. Provide utility services for facilities including electrical, water and sewer where required.
- 12. The City will supply support poles and an electrical source for scoreboards upon request.
 - i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.
- 13. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 14. The Department will abide by and establish a line of communication between the Organization's President and a City appointed liaison.
- 15. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 16. The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.
 - i. The Department, to the best of our ability, will address all maintenance and repair requests in priority order.
- 17. The City will include promotional opportunities through the Fall, Winter/Spring, and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
- 18. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

E. Obligation of the Organization

- 1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in athletic activities.
- 2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. It is suggested that the Organization prioritize usage of the fields in the following manner
 - i. Recreational league practices and games
 - ii. City approved league tournaments
 - iii. All-Star practices, games, and tournaments
 - iv. Non-Recreational league games
 - v. City approved Non-recreational tournaments
- 3. The Organization shall furnish the Department an annual report, by October 31st of each year, which includes the total number of participants, including the number of resident and non-resident participants, non-recreational teams, and any other information requested by the Department.
- 4. To seek approval from the Department for any improvement projects for athletic facilities.
- 5. To seek approval from the Department for advertising permitted at athletic facilities.
- 6. The Organization is obligated to provide the City with a schedule of all City facility usage. Schedules are due biannually (January 1st, August 1st).

- i. Failure to provide the City with appropriate schedules by designated dates may result in restrictions of field lighting usage and scheduling ability.
7. Usage of facilities from November 1 through January 15th for Organization usage is not permitted. Usage without prior written consent from the Department may result in a breach of contract.
8. The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as an additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
9. By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
10. All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
11. Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.
12. It shall be the Organization's responsibility to ensure that no alcoholic beverages be permitted on the premises, per City Ordinance. This policy is to be inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.
13. The use of tobacco products such as cigars, cigarettes, smokeless tobacco, pipes and, vaping devices are prohibited in all City parks and municipal venues including, but not limited to, the building entrance and exit ways. Tobacco use is allowed in designated areas, which will be clearly marked with signage and markings.
14. During the term of this agreement, the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.
 - i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.
 - ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season. See "Exhibit B".
 - a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.

- b. It shall be the responsibility of the Organization to provide copies of appropriate paperwork to the Department as proof of meeting Harris County Health Department code requirements.
 - iii. The Organization may sublet its concessions based on the following conditions:
 - a. Receive written permission to sublet concessions from the Department.
- 15. The Organization will be responsible for all game preparations of fields.
 - i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.
- 16. The Organization shall provide all bases and base stubs, pitching rubbers, marking chalk/paint and application equipment. The installation of pitching rubbers, bases and base stubs are to be installed per the manufacturer's instructions.
- 17. At any time, a mechanical batting machine or batting cage is being used for instruction or practice, a league official over the age of 21 must be present to supervise.
 - i. **The Organization maintains first right of refusal on the usage of batting cages at their contracted facilities.**
 - ii. The Organization is responsible for securing batting cages and maintenance of batting cage nets.
- 18. The Organization shall report any facility dangerous conditions or unusual situations to the Department as soon as possible.
 - i. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any major problems such as, but not limited, major plumbing leaks, high voltage electrical repairs, building structural issues etc.
- 19. The Organization is permitted to utilize non-permanent signs along the fences and scoreboards of certain designated fields located on the facility.
 - i. The Department, before installation, shall approve signs including installation materials and methods.
 - ii. All revenues generated from such, shall be for the sole and exclusive use of the Organization.
- 20. The Organization shall:
 - i. Prohibit its coaches and players from hitting balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.
 - ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concession stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.
 - iii. Be responsible for changing out trash bags in trash receptacles if the trash bag is more than half-full. Trash bags are to be placed in dumpsters located at each City owned facility.

- iv. At the beginning of each contract period, the Organization will supply all locks necessary. All damaged or lost locks will be replaced by the Organization at the expense of the Organization. The Organization has the right to lock access gates to protect prepped fields.
 - a. The Organization is to provide the City with either a key or combination for all locks.
 - b. Prepped fields are defined as Game-Ready, which includes infields dragged, batter boxes chalked, foul lines chalked and bases placed in their proper locations.
 - c. Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.
 - d. Organizations may lock fields during inclement weather when field conditions are not conducive for play.
 - e. The City reserves the right to interlock a City provided lock with an Organization provided lock when applicable.
 - f. The City reserves the right to remove any lock as deemed necessary by the Department and at the Organization's expense.
 - v. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions.
 - vi. Irrigate fields as needed such as watering the dirt to cut down on the dust before practices and league games. When the fields are open, watering is not permitted to keep others off the playing field.
 - vii. Supply all scoreboards and maintain all boards including bulb replacement within a reasonable amount of time. (approx. 3 weeks unless approved otherwise.)
 - viii. Storerooms must be maintained in an orderly and safe condition at all times in order to meet the fire code requirements.
 - a. Restrooms are not to be used as storerooms for any equipment or supplies.
 - a. Should items other than that which is restroom specific be found in the restroom, it will be disposed of.
 - b. Keep all drags and other equipment stored and inaccessible to children.
21. The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and behavior including supervision of parking lots.
- i. The league official must inspect every field (playing surfaces) prior to the first game each day/night of league play or practices for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard. Corrections may be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the repairs can be made.
22. The Organization shall have a written "emergency situation" plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.
- i. The president shall be the acting Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
 - ii. The Organization shall make "emergency response" information readily available to all.

23. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- i. **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization's responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of this ordinance.**
 - a. No person shall drive or park any vehicles on any unpaved areas in any city park within the city limits except where directed by a city authorized and posted sign, police officer or city parks and recreation staff.
 - b. Any person who violates this section shall be guilty of a Class C misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$1.00 nor more than \$500.00. (Code 1991, § 15-90; Code 2003, § 66-95)
24. The Organization will abide by and establish a line of communication between the Organizations President and the designated department representative.
- i. The Organizations President or designated representative is required to attend all scheduled City sports organization meetings.
25. The Organization is permitted to use a City facility at no cost dependent on availability and approval by the Director for board or league events such as uniform fittings, registration, board meetings, enrollments, etc.
- i. No practices will be approved.
26. The Organization should utilize the following recommendations in the event of severe weather:
- i. Postpone or suspend activity if severe weather appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
 - ii. Have a means of monitoring local weather forecasts and warnings.
 - iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.
 - iv. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.
27. The Organization may not charge fees for usage of the fields in any manner outside of normal league activities.

F. Tournaments

1. The Department will be notified of all tournaments via the tournament application no later than thirty (30) days prior to tournament taking place. Notification of tournament is to include dates and contact information for tournament.
 - i. The tournament application must be approved by the Department.
 - ii. All applicable fees must be paid at the time of reservation.
2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning February 1st – November 1st of each year and must be held between the established park ordinance hours.

3. The Organization is permitted to hold up to 6 approved tournaments per calendar year at no cost.
 - i. All approved tournaments above the 6 aforementioned tournaments are subject to applicable fees associated with the tournament application.
4. Concession operations will remain with the Organization or as authorized through this agreement. All concessions must operate with valid Harris County Health Department Permits required.
5. Food Truck Requirements must be met according to the following:
 - i. Must obtain a 90-day permit from the city secretary's office. Requirements for city permit:
 - ii. Proof of valid insurance policy;
 - iii. Valid vehicle registration sticker;
 - iv. Copy of sales tax permit and requirement that city shall be reported for all sales within the city;
 - v. Application must be completed at least ten days before start of operation in city.
 - vi. Must have a one-year or temporary health permit from the Harris County Public Health Department for food establishment.
 - vii. Must have written permission of property owner to locate on private property (city parks or city property require written permission from the city).
 - viii. Must have access to flushable toilet within a facility with an occupancy permit on the same property as where the mobile food service unit is located.
 - ix. Must be parked on a paved surface with adequate parking for patrons.
 - x. Cannot serve products from the roads, streets or rights-of-way.
 - xi. Cannot operate for more than 12 consecutive hours.
 - xii. Cannot operate within the City at the same location more than six (6) days per 90 day permit period. (Location is defined as same property owner).
 - xiii. Cannot operate in a residential zoned area unless in a public park with the city's written permission.
 - xiv. Cannot dispose of grease or grey-water on site.
 - xv. Shall not provide a drive through service of any kind.
 - xvi. Must always have approved fire extinguisher and first aid kit in mobile food service unit.
 - xvii. Must have an inspection by the Deer Park Fire Marshal or designee before any food is served. Fire Marshall inspection be good for one year.
 - xviii. That there be a \$25.00 fee paid to the City Secretary's off for the Mobile Food Service Unit Permit per under Appendix B section. 22-48.
 - xix. Any violation of the provisions in this ordinance shall be a Class C Misdemeanor punishable by a fine of up to \$500.00. Each day the violation continues shall constitute a separate offence.

(Ord. No. 4070, § 1—3, 4-16-2019)
6. All policies and regulations that apply to the Organization listed in the lease agreement apply to all non-recreational teams and hosting entities.

G. Third party usage (see application)

1. **All third party games or tournaments must go through the Department.**
2. Outside third-party usage must be contracted and approved through the Parks and Recreation Department.

- a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.
3. Concession operations will remain with the Organization or as authorized through this agreement.
 - i. If the Organization is unable to provide concessions, the third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.
 - ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
4. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
6. The City may allow third party users to utilize facilities for practices, games and tournaments beginning March 1 – October 31 of each year.
 - i. The Parks and Recreation Department will check with the Organization for scheduled events prior to allowing third party users to utilize facilities.
 - ii. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use.
7. Payments: The City will receive from the third party renter payment prior to usage.

H. Rain-out Policy

1. It is recommended that the Organization utilize the City adopted Rainout Policy dated August 1, 2016 (Exhibit A).

I. Default

1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:

- i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.
- ii. Written notice of non-compliance from the Parks and Recreation Department.
- iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.
- iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.
- v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.
- vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.

vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

Annual Report Attachments:

- 1. Current Copy of board approved Organization constitution and by-laws.**
- 2. Proof of Insurance.**
- 3. List of current officers and Board of Directors.**
- 4. Proposed annual calendar of events.**
- 5. User Participation Report (Exhibit B)**

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Facility Usage

1. Girls Softball Complex
 - a. Five (6) fields
 - b. Concession/Restroom building
 - c. Maintenance/Storage buildings
 - d. Batting cages

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with: DEER PARK FAST PITCH ASSOCIATION for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas _____ located in _____ in said city. This agreement shall be effective from January 1, 2026 through December 31, 2028 but may be sooner.

Signed in duplicate, this _____ day of _____ 20____.

Authorized organization:

Parks and Recreation Department Director

Name: _____

Name: _____

Signature: _____

Signature: _____

Park Board Chairman:

City of Deer Park Mayor

Name: _____

Name: _____

Signature: _____

Signature: _____

EXHIBIT A

Deer Park Athletic Field

Rain-out Policy

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call 281-478-2099 for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics Website at: www.deerparktx.gov/athletics for status updates. City of Deer Park staff will work with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

City of Deer Park Athletic Sports Complexes - Determining Field Playability

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.

4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½” deep or more is left by a footprint.

Additional reasons for cancelling games:

1. It has rained most of the day of the scheduled game and there is standing water on the field.
2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

EXHIBIT B

Glossary of Terms

1. **Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
 - a. Established structure
 - b. Recommendation from Parks and Recreation Commission
 - c. Approval from City Council
2. **Sports Organization Utilization Agreement**- An agreement to establish a mutual understanding and working relationship between various organizations and the City.
3. **Recreation(al) Play**: An interclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system of rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
4. **Non-Recreation (al) Play**: Teams and Tournaments that do not meet the established criteria of “Glossary of Terms, Item 3” are to be considered non-recreation(al).
5. **First Right of Refusal** – a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. **Third Party Usage** - A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. **Parks and Recreation Commission** - Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
8. **Capital Improvement Project** - A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.