



*Parks & Recreation*

# City of Deer Park

## Parks and Recreation Department

### Sport Organization Utilization Agreement

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 sponsored by the City and all Sports Organizations, hereinafter referred to as "Organization", 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.

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 reserves the right to make field assignments that will best serve the citizens of the city. Any and all fields can be assigned or reassigned to use by any organization on a yearly basis depending on the recreational registration numbers and needs.

#### A. Definition:

- i. **Recreation(al) Team(s):** To qualify as a recreational team the following requirements must be met:
  - a. Team(s) must be associated with the Organization which has an agreement with the City for that particular sport and age.
  - b. All league team(s) must play a portion of the league games within the City assigned complex(es) for the Organization.
  - c. In addition to the above criteria, one (1) of the following requirements must be met:
    - a. Teams must adhere to the Organization's National Sports Association rules and guidelines for recreation for all Teams; or
    - b. Organization sponsored practices and trainings for team(s) must be coached and trained by volunteer coach(es)/trainer(s)/instructor(s) and one of the following requirements must be met as well:
      - i. Team(s) must be drafted each season with no more than forty percent (40%) of team participants being able to be held by the Team.

- ii. Team(s) must have less than forty percent (40%) of team participants actively participating on a non-recreational team.
- ii. **Recreation(al) Tournament(s):** To qualify as a recreational tournament the following requirements must be met:
  - a. Tournament(s) must be associated with the Organization which has an agreement with the City for that particular sport.
  - b. In addition to the above criteria one (1) of the following requirements must be met as well:
    - a. At least 50% of the teams participating in the tournament are recreational teams as defined above; or
    - b. The Organization is host of an advanced qualifying recreational league tournament.
- 2. **Non-Recreation(al):** Teams and Tournaments that do not meet the established criteria above are to be considered non-recreation(al).

**B. Term**

- 1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon thirty (30) days advance 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 for the following calendar year.

**C. Option to renew**

- 1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:
- 2. That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the annual report, prior to October 31st of each year.
- 3. That the Organization provided the following information prior to the start of the season:
  - i. Copy of approved current constitution and by-laws for Organization.
  - ii. List of current Organization officers and board members with addresses, phone numbers, and email.
  - iii. Proposed Organization schedule of events.
  - iv. Copy of Organization's general liability insurance policy.
- 4. Seek recommendation for approval by Parks and Recreation Commission.
- 5. Approval by the City Council in December of each year.

#### **D. General Agreements**

1. The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.
2. Use of City facilities are for the primary recreational use of citizens living within the incorporated city limits.
  - i. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
  - ii. 75% of all Organization must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines (local).
    - a. 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.
  - iii. No citizen living within the City limits may be turned away for a participant living outside the city limits.
  - iv. Any person(s) and/or team living outside of the established boundaries will not have priority for use of any city owned facility. This is to include league play or practice.
3. 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.
4. Organization shall not change any affiliation with a state or national association or change the "age grouping" of their leagues that will affect another established organization without just cause and prior approval of the Parks and Recreation Department. An Organization shall not arbitrarily change its league structure to offer "age grouping" that is already in existence in another organization or league.
5. 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.
6. The Organization will have first rights of refusal, for their designated facilities, for all activities outside of the Organizations structured use.
  - i. Only authorized camps or clinics cosponsored by either the utilizing Organization or City, with all proceeds benefiting the Organization or the City, are permitted.
7. The Organization shall not collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities.
8. No construction or alterations may be done on City property/facility without the 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 capital improvement projects will go through the relevant formal City process.
9. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
10. The Organization will not allow any other organization, association or group to use the facility without prior written approval of the Parks and Recreation Department.

- i. For-profit organizations or associations are eligible to use City facilities, only with written authorization from the Parks and Recreation Department.
  - ii. City facilities to be used for personal profit, by any individual, must have written authorization by the Parks and Recreation Department.
11. All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.
  12. 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.

#### **E. Obligation of the City**

1. To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome recreational activities.
2. To seek recommendation and approval by the Parks and Recreation Commission and City Council for contract renewal.
3. Use of City facilities are for the primary recreational use of citizens living within the incorporated city limits.
  - i. Other priority users include persons living within the Deer Park Independent School District boundary lines.
4. To ensure the Organization has first rights of refusal, for their designated facilities, for all activities outside of the Organization's structured use.
5. To oversee, manage, and accept all capital improvement projects for athletic facilities.
6. To approve advertising permitted at athletic facilities.
7. The Department is obligated to manage all City facility usage.
8. 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 recreational 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 goals, 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, electrical repairs and air conditioning unit repairs as deemed necessary by the Department.
    - e. Paint all structures as deemed necessary by the Department.
    - f. 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.

- Parks and Recreation Commission Recommended October 7, 2013**  
**Approved by City Council November 5, 2013**  
**Revised May 29, 2014**  
**Parks and Recreation Commission Recommended September 6, 2016**  
**Revised March 6, 2017 – PARC Meeting**  
**Approved by PARC April 3, 2017**

17. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
18. 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. All maintenance and repair requests will be addressed in priority order by the Department, to the best of our ability, within 15 business days of written receipt of request.
19. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Face book page.
20. The City is obligated to provide a facility location, dependent on availability, upon written request at least three (3) weeks in advance, for the following:
  - i. 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.
  - ii. Additional time needed is subject to normal rental fees.

**F. Obligation of Youth Sports Organization**

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome recreational activities.
2. Utilize City facilities for the primary use of citizens living within the incorporated city limits.
  - i. Other priority users include persons living within the Deer Park Independent School District boundary lines.
3. The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> of each year, which includes the total number of recreational and non-recreational participants, including a breakdown of resident and non-resident participants and any other information requested by the Department.
4. To seek approval from the Department for any capital 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. This is to include, but not limited to schedules for practices, games, tournaments, camps and recreation league ceremonies.
7. 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 additional insured on such policy and shall be entitled to thirty (30) day 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.
8. 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.

9. 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 at least thirty (30) days prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date. One non-voting position on the board shall be reserved for the Department liaison or their designated representative.
  - i. The Organization shall provide public notice of all Board of Directors meetings as prescribed by their by-laws. This is to include (72) hours written notice going to the Department and posted in plain view on the Organization information board.
  - ii. All regular board meetings shall be open to the public.
  - iii. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
10. 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.
11. It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, inclusive of but not limited to, playing fields, dugouts, bleachers, concession stands, restrooms, parking lots and any commons area, 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.
12. The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property 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. Used cigarettes and other tobacco remains are to be deposited in the receptacles provided in these designated use areas.
13. 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 prior to opening for any season.
    - a. 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 an annual report 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.

- i. The Department reserves first right of refusal for concession contractor.
  - b. Concession contractor will be required to acquire a vendor permit from the Department.
- 14. 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.
- 15. 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 manufactures instructions.
- 16. At anytime a mechanical batting machine or batting cage is being used, for instruction or practice, an adult league authorized official over the age of 21 must be present to supervise. It shall be the responsibility of the organization to ensure that any league official operating or supervising the use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.
- 17. The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.
  - i. Any major electrical, utility or structural problems shall be reported to the Department by 12:00 pm the following business day.
  - ii. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.
- 18. The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be for the sole and exclusive use of the Organization. Signs, including installation materials and methods, shall be approved by the Department before installation.
- 19. 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 concessions 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. The Organization is 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. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion the Organization has the right to lock access gates to protect prepped



fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.

- a. Prepped fields are defined as Game-Ready which includes infields dragged, batter boxes chalked, foul-lines chalked and bases placed in their proper locations.
  - b. Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.
  - c. Organizations may lock fields during inclement weather when field conditions are not conducive for play.
  - d. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions.
  - v. Do all minor plumbing repairs to sinks, drains, etc.
  - vi. Do all watering of infields and outfields as needed and allowed by the Department.
  - vii. Supply all scoreboards and maintain all boards including bulb replacement.
  - viii. Keep all out buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.
  - ix. Maintain the premises in a safe and aesthetic manner, i.e. keep all drags and other equipment stored and inaccessible to children.
20. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
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 conduct including supervision of parking lots.
22. The Organization shall have an official or assigned field coordinator inspect every field (playing surfaces) prior to the first game each day/night of league play or practice for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard. All corrections shall 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 Department is notified and any repairs can be made.
23. 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. At least one board member shall be assigned as an 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 situation" response information available to any out of town teams playing in league play, league tournaments or post season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.
  - iii. The City's Emergency Services Director will be available to assist with all plan and procedures if needed.
24. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission. 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 and comply with this ordinance.

- i. The Department will grant authorization for vehicle traffic for supply pick up and drop off or equipment unloading.
  - ii. Off pavement parking is allowed only in designated overflow parking areas when conditions deem it necessary.
25. The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
  - i. The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.
26. The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquee, website and Facebook page.
27. The Organization is authorized to use a City facility location, dependent on availability, upon written request three (3) weeks in advance, for the following:
  - i. 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.
  - ii. Additional time needed is subject to normal rental fees.

#### **G. Non-Recreation Tournaments**

1. The Department will be notified of all non-recreational tournaments within one (1) week after reservation has been made by the Organization and no later than two (2) weeks prior to tournament taking place. Payment must be received within 30 days after the tournament occurs. Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.
2. Organization may allow non-recreational teams or hosting entity to utilize facilities for tournaments beginning March 1 – October 31 of each year.
  - i. If approved, facilities may be utilized outside of the scheduled use with the restrictions that:
    - a. Annual rye grass must be established on approved fields during requested time.
    - b. Annual rye grass must to be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "8."
3. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.
4. Concession operations will remain with the Organization or as authorized through this agreement.
5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.
6. Payments: The City will receive from the Organization either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific

project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.

- i. The non-recreational team or entity hosting the tournament, game(s) or practice(s) will pay the Organization:
  - a. \$150 per field, per day and/or
    - a. \$25 per field for the first 2 hour time slot and
    - b. \$12.50 for each additional hour thereafter and if required
  - b. \$10 per hour, per field for lights.
- ii. Organization will pay the Department:
  - a. \$50 per field, per day and/or
    - a. \$12.50 per field for the first 2 hour practice or game and
    - b. \$6.25 for each additional hour thereafter and if required
  - b. \$10 per hour, per field for lights.
- iii. In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C-F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.

#### **H. Non-Recreation Teams**

1. Use of any City facility is restricted to Organization's that are members of and/or affiliated with a Department approved established state or national association.
  - i. Such registration must comply with all rules of the association/organization and any state or national governing body.
  - ii. Select teams must register and submit the following annual registration with the Department in order to gain access to the fields.
    - a. All non-recreational teams must carry general liability insurance with limits no less than one (1) million dollars. A copy of the policy must be on file with the Board of Directors of the Organization and
    - b. A copy of the completed select team registration form.
2. Recreational league play, practices and associated events take priority and precedence over all non-recreational team play, practices, games, tournaments and associated events.
3. The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.
4. Concession operations will remain with the Organization or as authorized through this agreement.
5. The Organization will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
6. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams.

7. Organization may allow non-recreational teams to utilize facilities for practices, games and tournaments beginning March 1 – October 31 of each year.
  - i. If approved, facilities may be utilized outside of the scheduled use with the restrictions that:
    - a. Annual rye grass must be established on approved fields during requested time.
    - b. Annual rye grass must be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "8."
8. The Department will receive notification of non-recreational team usage of facilities no later than two (2) weeks prior to utilization.
9. Payments: The City will receive from the Organization either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.
  - i. Annual fee of \$250 paid to the Organization annually valid for each calendar year (January 1 – December 31).
    - a. Organization will pay the Department \$100 per non-recreational team registered and provide a list of non-recreational teams registered through the Organization.
    - b. The Department will maintain a city wide non-recreational team master list.
  - ii. The non-recreational team will pay for games and practices:
    - a. Non-recreational teams will pay the Organization:
      - i. \$25 per field for the first 2 hour practice or game and
      - ii. \$12.50 for each additional hour thereafter and if applicable
      - iii. \$10 per hour, per field for lights.
    - b. Organization will pay the Department:
      - i. \$12.50 per field for the first 2 hour practice or game and
      - ii. \$6.25 for each additional hour thereafter and if applicable
      - iii. \$10 per hour, per field for lights.
  - iii. Payment for non-recreational team usage of facilities must be received by the Department no later than the 15<sup>th</sup> of each month for the proceeding month's non-recreational team usage.
  - iv. In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C-F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.
- I. Rain-out Policy
  1. Organization must abide by the City adopted Rain-out Policy dated August 1, 2016 (Exhibit A).

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. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
6. If requesting, written contribution request in lieu of payment.

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: QUEST YOUTH SOCCER 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, 20\_\_ through December 31, 20\_\_ but may be sooner.

Signed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Authorized organization:

Name: SCOTT SOTELO

Signature: [Signature]

Park Board Chairman:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Parks and Recreation Department Director

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

City of Deer Park Mayor

Name: \_\_\_\_\_

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 281-478-7275(PARK) 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](http://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 Complex - 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 presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30 minute delay, with subsequent strikes re-setting the 30 minute delay. Three strikes within 30 minutes will result in cancellation.
5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2016

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<b>PRODUCER</b> Pullen Insurance Services, Inc. 2560 River Park Plaza, Suite 300 Fort Worth, TX 76116	<b>CONTACT NAME:</b> Sports Division		
	<b>PHONE:</b> (817) 738-6100 <b>FAX:</b> (817) 738-2993		
	<b>E-MAIL ADDRESS:</b> contact@pullenins.com		
	<b>PRODUCER CUSTOMER ID#:</b> STX		
<b>INSURED</b> South Texas Youth Soccer Association 15209 Highway 290 East Manor, TX 78653	<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
	Insurer A: National Casualty Company		11991
	Insurer B: Mutual of Omaha		71412
	Insurer C:		
	Insurer D:		
	Insurer E:		
	Insurer F:		

**COVERAGES****CERTIFICATE NUMBER:** 16003095**REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		KRO 6511400	9/1/2016	9/1/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	UNLIMITED
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PARTICIPANT LEGAL LIABILITY	\$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KRO 6511400	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$			XKO 6511500	9/1/2016	9/1/2017	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	Y/N	N/A				WC STATUTORY LIMITS	OTH-ER
							E. L. EACH ACCIDENT	
							E. L. DISEASE - EA EMPLOYEE	
							E. L. DISEASE - POLICY LIMIT	
B	<b>PARTICIPANT ACCIDENT MEDICAL</b>			SR2014TX-P-053272	9/1/2016	9/1/2017		\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate is issued on behalf of South Texas Youth Soccer Association & BAYSA. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association.

**CERTIFICATE HOLDER**Dow Park Complex  
C/O Deer Park ISD  
701 East P Street  
Deer Park, TX 77536**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2016

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PRODUCER	Pullen Insurance Services, Inc. 2560 River Park Plaza, Suite 300 Fort Worth, TX 76116	CONTACT NAME:	Sports Division	
		PHONE:	(817) 738-6100	FAX:
		E-MAIL ADDRESS:	contact@pullenins.com	
		PRODUCER CUSTOMER ID#:	STX	
INSURED	South Texas Youth Soccer Association 15209 Highway 290 East Manor, TX 78653	INSURERS AFFORDING COVERAGE		NAIC #
		Insurer A:	National Casualty Company	11991
		Insurer B:	Mutual of Omaha	71412
		Insurer C:		
		Insurer D:		
		Insurer E:		
		Insurer F:		

**COVERAGES**

CERTIFICATE NUMBER: 16029548

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		KRO 6511400	9/1/2016	9/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KRO 6511400	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			XKO 6511500	9/1/2016	9/1/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under		N/A				WC STATU-TORY LIMITS E. L. EACH ACCIDENT E. L. DISEASE - EA EMPLOYEE E. L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT MEDICAL			SR2014TX-P-053272	9/1/2016	9/1/2017	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate is issued on behalf of South Texas Youth Soccer Association & BAYSA. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association.

**CERTIFICATE HOLDER**

Youth Sports Complex  
City of Deer Park C/O Parks & Recreation Dept.  
270 W. X St.  
Deer Park, TX 77536

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2016

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		PHONE:	(817) 738-6100	FAX:
		E-MAIL ADDRESS:	contact@pullenins.com	
		PRODUCER CUSTOMER ID#:	STX	
INSURED	South Texas Youth Soccer Association 15209 Highway 290 East Manor, TX 78653	INSURERS AFFORDING COVERAGE		NAIC #
		Insurer A:	National Casualty Company	11991
		Insurer B:	Mutual of Omaha	71412
		Insurer C:		
		Insurer D:		
		Insurer E:		
		Insurer F:		

**COVERAGES**

CERTIFICATE NUMBER: 16024992

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	X		KRO 6511400	9/1/2016	9/1/2017	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE UNLIMITED
							PRODUCTS - COMP/OP AGG \$1,000,000
							PARTICIPANT LEGAL LIABILITY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						BODILY INJURY (Per person)
A	AUTOMOBILE LIABILITY			KRO 6511400	9/1/2016	9/1/2017	BODILY INJURY (Per accident)
	<input type="checkbox"/> ANY AUTO						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XXO 6511500	9/1/2016	9/1/2017	EACH OCCURRENCE \$4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$4,000,000
	DEDUCTIBLE						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under						E. L. EACH ACCIDENT
							E. L. DISEASE - EA EMPLOYEE
							E. L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT MEDICAL			SR2014TX-P-053272	9/1/2016	9/1/2017	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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**CERTIFICATE HOLDER**

Deer Park Sports Complex  
City of Deer Park C/O Parks & Recreation Dept.  
2766 East Pasadena Blvd  
Deer Park, TX 77536

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
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		PHONE:	(817) 738-6100	FAX:
		E-MAIL ADDRESS:	contact@pullenins.com	
		PRODUCER CUSTOMER ID#:	STX	
INSURED	South Texas Youth Soccer Association 15209 Highway 290 East Manor, TX 78653	INSURERS AFFORDING COVERAGE		NAIC #
		Insurer A:	National Casualty Company	11991
		Insurer B:	Mutual of Omaha	71412
		Insurer C:		
		Insurer D:		
		Insurer E:		
		Insurer F:		

**COVERAGES**

CERTIFICATE NUMBER: 16024990

REVISION NUMBER: 0

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A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		KRO 6511400	9/1/2016	9/1/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	UNLIMITED
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PARTICIPANT LEGAL LIABILITY	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KRO 6511400	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			XKO 6511500	9/1/2016	9/1/2017	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under		N/A				WC STATUTORY LIMITS	OTH-ER
							E. L. EACH ACCIDENT	
							E. L. DISEASE - EA EMPLOYEE	
							E. L. DISEASE - POLICY LIMIT	
B	PARTICIPANT ACCIDENT MEDICAL			SR2014TX-P-053272	9/1/2016	9/1/2017		\$100,000

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**CERTIFICATE HOLDER**

Deer Park High School - Clyde Abshier Stadium (South Campus)  
Deer Park ISD  
710 W. San Augustine St.  
Deer Park, TX 77536

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Executive Board Members

President	Scott Sotelo	<a href="mailto:s.sotelo@questysc.org">s.sotelo@questysc.org</a>
Vice President	Vacant	
Club Registrar	Mylo Torres	<a href="mailto:m.torres@questysc.org">m.torres@questysc.org</a>
Treasurer	Jeff Sowers	<a href="mailto:j.sowers@questysc.org">j.sowers@questysc.org</a>
Commissioners	Daren Guertin Brian Holifield	<a href="mailto:d.guertin@questysc.org">d.guertin@questysc.org</a> <a href="mailto:bholifield6@gmail.com">bholifield6@gmail.com</a>
Playoff/Tournament Director	Carlos DeGracia	<a href="mailto:dtamanca@aol.com">dtamanca@aol.com</a>
Sponsorship	Sonja Cantu	<a href="mailto:s.cantu@questysc.org">s.cantu@questysc.org</a>
Recreational Commissioner	Anthony Gonzales	<a href="mailto:agonzales032403@gmail.com">agonzales032403@gmail.com</a>
Purchasing Officer	VACANT	

## Appointed Board Members

Club Secretary	Samantha Sabrula	<a href="mailto:s.sabrsula@questysc.org">s.sabrsula@questysc.org</a>
Challenge Girls Director	Gary O'Brien	<a href="mailto:garycobrien@comcast.net">garycobrien@comcast.net</a>
Texans Boys Director	Ian Spooner	<a href="mailto:spoon281@yahoo.com">spoon281@yahoo.com</a>
Director of Coaching	Anthony Gonzales	<a href="mailto:agonzales032403@gmail.com">agonzales032403@gmail.com</a>
Field Manager	Daren Guertin	<a href="mailto:d.guertin@questysc.org">d.guertin@questysc.org</a>
Game Director	Mylo Torres	<a href="mailto:m.torres@questysc.org">m.torres@questysc.org</a>
Uniform Officer	Vacant	

## 2017 Fall Season Recreational and Competitive

1. Preseason Training August 7th - 11th
2. Competitive Teams begin practice August 14th
3. Recreational Teams begin practice August - 21th
4. Recreational Games Begin September 9th
5. Recreational Games End November 18th
6. Competitive Teams End December 2nd



**QUEST**  
SOCCER CLUB  
DEER PARK • LA PORTE • PASADENA

## Quest 2017 Events and Schedule

**Month of June – (Girls)** Open training Tuesdays, Wednesdays, Thursdays.

Time: 6-00p – 9:00p

**(Boys)** Open Games Fridays

Time: 7:00p – 8:30p

**Month of July -** Girls Open training Tuesdays, Wednesdays Thursdays.

Time: 6-00p – 9:00p

**(Boys)** Open Games Fridays

Time: 7:00p – 8:30p

**Month of August-** Aug 7<sup>th</sup> – 10<sup>th</sup> Preseason Camps

Boys and Girls

Time: 5:30p – 9:00p

Aug 11<sup>th</sup> Season Practice begins

Boys and Girls

Days: Monday – Thursday

Time 5:30p – 9:00p

**Month of September** Sept 16<sup>th</sup> Games begin

Boys and Girls

Days: Saturdays

Times: 9:00a – 4:00p

**Month of October** Season- Practice and Games

**Month of November** Season- Practice and Games

**Month of December** Dec 10<sup>th</sup> Season Ends

Dec 18<sup>th</sup> – 21<sup>st</sup> Winter Camp Boys and Girls 6:00p – 9:00p





## Quest YSC CONSTITUTION

Original Constitution date: January 1, 2003

Latest Revision: May 2011

### Article I – Title

The organization shall be known as **Quest Youth Soccer Club**, herein after referred to as **QYS C**, and shall be a non-profit organization.

The boundaries of QYSC with in the County of Harris County shall be: North - South end of Fred Hartman Bridge along the Texas coastline, West down HWY 225 to Allen Genoa Road. West - Allen Genoa Road to Genoa Red Bluff Road. South – Genoa Red Bluff Road to Red Bluff Road, South on Red Bluff Road to Underwood Road. East– The Texas coastline starting from the Lower San Jacinto Bay to the Port of Houston.

The primary color of QYSC shall be Royal Blue Secondary color Orange Accent color White.

### Article II – Purpose and Objectives

**QYSC** shall teach good sportsmanship, promote physical health, develop and promote the game of soccer among youth participants and adult sponsors. To achieve this objective, **QYSC** will provide a supervised program under the rules of the US Soccer Federation down to Bay Area Youth Soccer Association. **QYSC** shall provide the youth of our community with the best instruction and available examples. **QYSC** shall also support the concept that recreational youth soccer is for our children, while encouraging and supporting the player's choice of advancement to competitive play. **QYSC** shall operate exclusively as a non-profit organization providing a supervised program of soccer games in accordance with section 501 (c-3) of the Federal Internal Revenue Code. **QYSC** will uphold all city agreements.

### Article III – Government

**Section 1** The management of the property and affairs of **QYSC** shall be under the President and the Board of Directors.

**Section 2** Annual elections of the Board of Directors will be held the first scheduled meeting of **QYSC** in December. The officers shall serve from January until the election and qualification of their successors. The fiscal year is from January 1 to December 31 of each year.

**Section 3** The officers listed below are elected for a term of two years and are eligible for reelection to the same office with no term limits. Elections will be held each year with ½ of the Board positions eligible for election. The following positions will be elected on rotating years:

Odd Numbered Years: President, Discipline and Protest, Fundraising-Sponsorship-Publicity, Registrar

Even Numbered Years: Commissioner, Small Sided Coordinator, Purchasing Officer, Treasurer



The officers listed above will be considered the Executive Board and will be the only board members that can vote, except for the President who only votes as a tie breaker. The officers listed below are appointed by the President with Board approval for a term of two years and are eligible for re-appointment to the same office with no term limits. If the President does not fulfill the two-year term for any reason, these officers retain their position until their term is up. The appointed positions can sit on the board of directors but are not considered the Executive Board and do not have a vote. Their role and responsibilities are vital to the operation of the club.

Appointed by President (Operational)

Scorekeeper, Scheduler, Director of Coaching, Secretary, Field Manager

#### Section 4

The Board shall have at least one regularly scheduled monthly meeting. Special meetings shall be called by the President with at least forty eight (48) hours notice. All board members are expected to make every effort to be in attendance of all scheduled meetings. At any scheduled meeting or special meeting it shall require a majority of the total number then in office in order to vote. (Quorum) Each Executive Board member shall have one vote, with the exception of the President, who shall vote only in tie breaking situations.

#### Section 5

The Board shall schedule regular Club meetings on a monthly basis. Special meetings shall be called by the President with at least forty eight (48) hours' notice. All members of QYSC are encouraged to be in attendance of all regular scheduled Club meetings. Those eligible to vote at Club meetings shall be the Board of Directors and one vote for each team in good standing. The team's coach, who may vote or assign his vote, represents his team. Coaches must submit up to 2 assistant coaches and a team parents as registered with QYSC by September coaches' meeting. One of those listed may vote for the team if the coach is not available. The coach must notify the QYSC secretary of anyone else voting, (other than those three) in writing, prior to the meeting in question. A member in attendance, although representing more than one position (Board member, Head Coach or coaching more than one team) is allowed only one vote. There will be no voting by proxy. All meetings will be run according to the current edition of "Robert's Rules of Order".

#### Section 6

No members of the same household, spouses or blood relatives may hold board positions at the same time.

Vacancies in the Board shall be filled by appointment of the President with the approval of a majority of the Board of Directors. Should the office of President become vacant, The Discipline and Protest officer shall become President and the D&P position is filled by appointment. Should a Board member be found negligent, not responsive to the needs of QYSC, in violation of the Club Code of Ethics, or is destructive to the purposes and objectives of QYSC, he/she may be removed from the Board by impeachment.





The Board members and six (6) coaches (not currently on the Board, selected by the quorum of Executive Board members. No Executive Board member can choose more than 1 coach.) representing each division (D4, D3, D2, S2, D1) of teams, shall hear the impeachment. The board member being impeached will have 7 days to prepare for the hearing once notified. The 6 coaches and a quorum of the Board of Directors shall decide if impeachment is warranted. The Board member that is impeached has 5 days to appeal. The appeal will be made to the Baysa D&P. The Board member will not be able to vote until the appeal is heard and has been ruled on by the Baysa D&P. Under normal circumstances, the President is the only member who may call an impeachment hearing. However, should the President be the Board member in question or non-responsive to the grievance in question, a special hearing may be called by the D&P officer, and a vote for impeachment requested.

#### **Article IV – Scholarships**

Grants for registration and or camp fees, when requested shall be awarded based on need. The request will be in writing and kept confidential. All grants shall be decided upon by the board.

#### **Article V – Amendments**

##### **Section 1**

This constitution or any section thereof, may be amended or repealed by a two-thirds vote of the members present at any special meeting.

##### **Section 2**

Any amendment to the Constitution shall appear in the published meeting minutes before it can be voted on. All amendments shall include an effective date. An annual review of the constitution and by-laws shall be conducted each year.

#### **Article VI – Conflict of Interest Policy**

##### **Section 1- Purpose**

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Quest) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

##### **Section 2- Definition**





**Interested Person-** Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

**Financial Interest-** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family.

1. a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.
2. b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
3. c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **Section 3- Procedures**

**Duty to Disclose-** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

**Determining Whether a Conflict of Interest Exists-** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing

board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

**Procedures for Addressing the Conflict of Interest-**

1. a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest
2. b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. c. After exercising due diligence, the governing board or committee shall determine



whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

4. **d.** If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### **Violations of the Conflicts of Interest Policy-**

1. **a.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
2. **b.** If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Section 4- Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

1. **a.** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. **b.** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Section 5- Compensation**

1. **a.** A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
2. **b.** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.





3. c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## Section 6- Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

1. a. Has received a copy of the conflicts of interest policy
2. b. Has read and understands the policy,
3. c. Has agreed to comply with the policy, and
4. d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## QYSC Working Rules

### Financial Protocol

1. **A. Finance Committee.** The Quest President shall appoint a Finance Committee chaired by the Quest Treasurer and a minimum of three other Quest members. It shall be the duty of this committee to prepare a budget for the fiscal year which begins the first day of March and ends the last day of February. The committee shall submit the budget to Quest at its membership meeting. A club member shall not serve on both the Finance committee and the Audit committee in the same fiscal year.
2. **B. Audit Committee.** An Audit Committee composed of at least two board members and two other club members shall be appointed by the Quest President each year. The committee shall select its chair. It shall be the duty of this committee to review all club expenses for the previous fiscal year and provide a report to the club membership no later than the July membership meeting. The Chair of the Audit Committee shall also be the point of contact for an independent review which shall be conducted every two years. A club member shall not serve on both the Finance committee and the Audit committee in the same fiscal year.

1. **C. 990 Filing.** IRS form 990 shall be filed by the Quest Treasurer with the IRS each year no later than May 1. A copy of the filed 990 form shall be presented to the Quest Board of Directors no later than May Board of Directors meeting. It shall be presented to the general membership no later than the May membership meeting. A copy of the form shall also be



provided to the BAYSA treasurer each year. The Quest board of directors may approve a private accounting firm to file.

**1. D. Financial Responsibility.** Quest Youth Soccer Club will maintain financial responsibility by utilizing the following measures:

- • The club membership shall approve a budget submitted by the Finance Committee each February at the membership meeting.
- • The Quest treasurer shall track club expenses monthly and provide a report at the membership meetings to the club membership showing these expenditures and how they impact the budget.
- • Any single budgeted expenditure that exceeds \$300.00 must be approved by the board of directors. Any expense that is not part of the approved club budget shall require approval by the general membership.
- • All reimbursable expenses shall be submitted to the Quest Treasurer with the original receipts and a check request form. These expenses shall be approved by the board of directors. Sales tax is not reimbursable.
- • All expenses of the club must be filed by the treasurer with either an approved check request form or an original invoice or bill.
- • The club shall authorize no less than three club officers to have signature authority on the accounts at the bank. The authorized officers shall be at least the president, the treasurer and the secretary. Any additional officers must have approval of the board of directors prior to receiving signature authority.
- • Any club check written for over \$200.00 must be signed by at least two authorized signers of the club.
- • A fiscal review will be conducted by an independent CPA or Book keeper at least every two years. This activity shall be managed by the Audit committee.

### **Position Role and Responsibilities**

#### **President**

- 
- - Hold Board of Directors accountable for their roles and responsibilities
- - Represent the club at BAYSA and STYSA meetings
- 
- - Represent club interests at local city meetings
- - Preside over monthly club meetings
- - Provide an agenda to the Board and membership in advance of the meetings

#### **Secretary**

-



- - Sits on executive committee for impeachments
- - Sits on Team Committee
- - Record minutes of meetings and sends them out for review before the next schedules meeting

#### Vice President - Discipline and Protest

- 
- - Sits on Coaches Committee
- - Deals with all D& P issues
- - Will run meetings in the absence of the president
- - Attend Weekly D&P BAYSA meetings during the season

#### Commissioner

- 
- - Head of the Coaches Committee
- - Player representative for all teams U9 & Up
- - Searches for coaches for teams U9 & Up

#### Registrar

- 
- - Head of the Team Committee
- - Will register new players into club membership using Affinity (U5-U19)
- - Will assign coaches according to Coach Committee direction
- - Will initiate the approval of play up requests
- - Will initiate the approval of refunds and forward paperwork to Treasurer for payment
- - Responsible for getting Affinity ready for seasonal play

#### Scheduler

- 
- - Sits on Team Committee
- - Will coordinate with BAYSA for field availability and scheduling for the season
- - Will communicate any changes to the schedule between teams and BAYSA
- - Work with Field Manager for field availability

#### Director of Coaching

- 
- - Sits on Coaches Committee





- Responsible for Coaches education and Certificates
- Responsible for training material for the coaches
- Responsible for the Qualifying/D1 oversight committee

#### Field Manager

- 
- Sits on Tournament & Playoff Committee
- Field and facility maintenance
- Scheduling and coordinating field days
- Responsible for field status
- Coordinates the needs of supplies to maintain the fields during the season with Purchasing Officer (nets, paint, goals, etc..)

- Communicates with the City the needs of the club (lights, mowing, etc..)
- Responsible for seasonal inventory of what the clubs owns and sending a report to Treasurer.

#### Treasurer

- 
- Sits on Uniform Committee
- Maintain and report on financial standing of club at monthly meeting
- Accept payments and issue credits
- Propose annual budget to membership for approval
- Pays club bills on time
- 
- Works with CPA to prepare yearend tax returns.
- Presents signed tax returns to Executive Board and Club membership before the tax filing deadline.
- Determine 1099s are prepared and mailed as needed by the applicable deadlines

#### Tournament/Playoff Director

- 
- Head of the Tournament Committee
- Coordinate and publicize all in-house tournaments
- Facilitate playoff coordination and communication

#### Small Field Coordinator

- 
- Sits on Team Committee
- Responsible for blind draft for U5-U8
- Communicates between the U5-U8 coaches and Registrar
- Responsible for U5-U8 in-house game schedules
- Responsible for finding coaches for teams that do not have one at the U5-U8 age groups
- Responsible for all in-house referees if we use them

#### Scorekeeper

- 
- - Sits on Coaches Committee
- - Responsible for collecting game cards weekly and entering score into Striker 7
- - Responsible for communicating to the coaches of any missing game cards      - - Responsible for getting the game cards to BAYSA in the appropriate time

#### Purchasing

- 
- - Heads Uniform Committee
- - Reviews all purchases and signs off
- - Keeps inventory of the uniforms

#### Fundraiser/Publicity

- 
- - Sits on Tournament & Playoff Committee
- - Helps publicize club registrations      - - Initiates fundraisers for the club
- 
- - Keeps inventory of the uniforms

Position role and responsibilities are subject to change and will be amended as needed. Vacant position roles and responsibilities will be divided among the board members by the President.

#### Assigned Decision Committee:

**Assigned Decision Committee** – Coaches, Uniforms, Teams, & Tournaments.

The decision committees are empowered to make decisions in the areas of their charter. Only a majority vote of the executive committee can over-turn a committee decision.

**Coaches** – approval, licensing, team assignment, scorecards

Members:

Commissioner (Tie Breaker & Head of Committee)

D&P

DOC

Scorekeeper

**Uniforms** – Quotes, approval, ordering, distribution Members:

Purchasing (Head of Committee)

Treasurer

Secretary

**Teams** – Registration, draft, team assignment, refunds

Members:

Registrar (Head of Committee)



Small Sided Coordinator  
Scheduler

**Tournaments & Playoffs-** Coordinate tournaments, playoffs, and sponsorship

Tournament Director (Head of Committee)

Field Manager

Fundraising-Sponsorship-Publicity

#### **Team Section:**

All non QYSC teams must request a scrimmage to the QYSC field scheduler 7 days prior to the date of the requested scrimmage on a QYSC field. The field scheduler will communicate with the QYSC field manager for field accessibility. Non QYSC teams will be allowed one scrimmage per month with a certified FIFA referee or QYSC board member present. All QYSC teams must also submit a scrimmage request on QYSC fields 7 days prior to scrimmage date. These requests are solely for the purpose of friendly scrimmages, and not for training. In case of incident or injury, the coaches will notify the field scheduler within a 24 hour period. Any team failing to follow the proper scrimmaging request procedure will be subject to the loss of QYSC field access for scrimmages for the present season.

#### **Local Recreation / In-House (Division IV)**

##### **A. Coaches**

1. All coaches must fill out an application and be accepted by the board before they are eligible to coach for the **QYSC**.
2. In the event that more coaches apply than there are teams, the board or appointed committee shall select the most qualified coach.

##### **B. Team Formation**

1. The formation of all teams shall be approved by the board.
2. The formation shall be conducted within local & state level guidelines.

#### **Recreational (Division III)**

##### **A. Coaches**

1. All coaches must fill out an application and be accepted by the board before they are eligible to coach for the **QYSC**.
2. In the event that more coaches apply than there are teams, the board or appointed committee shall select the most qualified coach.

##### **B. Team Formation**

1. The formation of all teams shall be approved by the board.
2. Team formation shall be conducted under the Core System as described in the STYSA Administrative Handbook.





3. All players eligible to play U11-U19 soccer will make themselves available for the Club competitive tryouts.
4. Players, unless otherwise requested, will return to their existing team until they reach the 11 aside fields
5. Players may request not to return to existing team. Any player who chooses not to return to their team will be placed in a blind draft.
6. All two year play-ups must be submitted to the board for approval before being allowed to play.
7. Every effort will be made so that players are placed on the youngest team for which they qualify.

## **Competitive (Division II)**

### **A. Coaches**

- 1 All coaches must fill out an application and be accepted by the board before they are eligible to coach for the QYSC.
1. 2 In the event that more coaches apply than there are teams, the board or appointed committee shall select the most qualified coach.

### **B. Team Formation**

1. 1 The formation of all teams shall be approved by the board.
2. 2 Team formation shall be as described in the STYSA Administrative Handbook.
3. In any age division, the Board of Directors or appointed committee will decide whom the A, B, C coaches are. Super II teams will be formed ahead of Blue Teams.
4. All players must attend at least one tryout for their appropriate age and gender as described in the STYSA Administrative Handbook.
5. Players may also attend older level tryouts.
6. The board must approve all play up requests.
7. When a player registers late, all Blue teams, in order, have first refusal for that player before he/she is drafted in the Red Division.
8. A list of all age appropriate players will be given to all approved coaches.
9. QYSC will set the tryout dates, location, and times, following STYSA recommendations. At least one tryout must be held after 2nd registration is complete by all competitive teams.
10. Coaches will have tryout dates, times and location to be handed out at all Quest walk-up registrations.
11. A list of selected players must be turned in 3 days after last tryout has been completed so players can be made available to other teams as early as possible.
12. No incoming U11 team may have any kind of a tryout until May 1 of the seasonal year.
13. Play-up limit will be as described in the BAYSA Administrated Handbook for U11 team.

All division rules and regulations shall meet guidelines set in STYSA and BAYSA Handbook (Latest revision).

## **Qualifying and Division 1 Rules (Division I)**



#### **A. Coaches**

- 1.
1. All coaches and teams must fill out an application and be accepted by the oversight committee (appointed by DOC) before they are eligible to coach for the QYSC.
2. If more coaches apply than there are teams, the board or appointed committee shall select the most qualified coach.

#### **B. Team Formation**

1. Teams will be allowed to play through Quest if they are a Quest team that has played through Quest to achieve the EDDOA status. No independent or affiliated EDDOA teams from other clubs moving over.
2. The formation of all teams shall be approved by the board.
3. Team formation shall be as described in the STYSA Administrative Handbook.
4. In any age division, the Board of Directors or appointed committee will decide whom the A, B, C coaches are. Division 1 teams will be formed ahead of Super 2 and Blue Teams.
5. All players must attend at least one tryout for their appropriate age and gender as described in the STYSA Administrative Handbook.
6. Players may also attend older level tryouts.
7. The board must approve all play up requests.
8. When a player registers late, all Division 1 teams, in order, have first refusal for that player before he/she is drafted in the Red Division.
9. A list of all age appropriate players will be given to all approved coaches.
10. QYSC will set the tryout dates, location, and times, following STYSA recommendations. At least one tryout must be held after 2nd registration is complete by all competitive teams.
11. 11 Coaches will have tryout dates, time and location information to be handed out at the QYSC registrations.
12. 12 A list of selected players must be turned in 5 days after last tryout has been completed so players can be made available to other teams as early as possible.
13. 13 No incoming U11 team may have any kind of a tryout until May 1 of the seasonal year.
14. 14 Play-up limit will be as described in the BAYSA Administrated Handbook for U11 team.

All division rules and regulations shall meet guidelines set in STYSA and BAYSA Handbook (Latest revision).