

**CITY OF DENTON
PARKS AND RECREATION DEPARTMENT
2022 FACILITY UTILIZATION AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Annual Facility Utilization Agreement, herein called "Agreement" is made and entered this ²³ day of March, 2022 between the City of Denton, herein called "City", and the Denton Boys Baseball, Inc, herein called "Association."

For and in consideration of the mutual undertakings herein set out, the parties agree as follows:

The Association utilizes public athletic facilities that are provided and maintained by, and at the cost of, the City. Further, the City contributes, as an in-kind contribution towards the Youth Sports Programs, the usage of space at the allocated fields for signage, as detailed in Section 24, below. In return for the use of those facilities and the City's contributions as specified herein, the Association hereby agrees to abide by the following standards, requirements, and guidelines set by the City for all recreational youth sports. Failure to abide by these standards and guidelines could result in restriction of facility use or the cancellation of the Agreement.

Section 1. FIELD ALLOCATION

Both the City and the Association agree that allocated fields are owned by the City and provided for the benefit of all citizens of Denton. The City shall maintain sole discretion regarding final approval for the use of said fields at all times. The City reserves the right to use or allow the use, of any field for any purpose. The City reserves the right to change field or concession assignments at any time.

Associations must report enrollment numbers to the Athletics Office at least one week prior to practices beginning for each season, to receive their field allocation for that season. Associations should accurately estimate their enrollment for the season. At minimum, fees will be based on this reported enrollment. The field allocation chart is attached to this Agreement as **Exhibit A**.

Based on enrollment numbers:

- Denton Boys Baseball (DBBI) will use fields at Evers Baseball Complex and Mack Baseball Complex along with the concession stands at each complex during its seasons, as defined in Exhibit A.

North Lakes Soccer and Football Complex, Evers Baseball Complex, and Mack Baseball Complex are herein called "Premises" in accordance with the terms of this Agreement.

Requests for additional field space will follow the same guidelines and fees outlined in the City's Long Term Field Agreement. A copy of the Long Term Field Agreement can be acquired by emailing the Athletics Manager Jason Barrow at jason.barrow@cityofdenton.com.

Section 2. SEASON DATES, HOURS, AND SCHEDULES

Fields will be made reasonably available to Associations for both practices and games, anytime between the dates outlined in Exhibit A.

1. All fields must be reserved through the Athletics Office for practices and games.
2. All practice and game schedules must be submitted to the Athletics Office in calendar form, no later than one week prior to practices and games beginning. In addition to the calendar schedules, a copy of the full practice and game schedule must be provided to the Athletics Office. A working link to said online schedules is acceptable.
3. Each Association must provide the City two business days' notice with any request for make-up games.
4. Weekend games may not start prior to 8 a.m. This is necessary to provide time for maintenance to fields/facilities and to evaluate playing conditions.
5. All games on the Athletic fields must end by 10 p.m.
6. Athletic fields are closed between the hours of 7 a.m. and 3:30 p.m., Monday through Friday, to allow City crews to maintain fields.
7. No team will be allowed more than four total hours of field use per week. This four-hour limit includes any time used for practices and games.
8. Associations should strive to host majority of games Monday through Thursday. This will allow the opportunity for the City of Denton to host tournaments on the weekends.

Section 3. TOURNAMENTS AND CAMPS

Due to the limited availability of fields, the high volume of requests for field allocations for tournaments and camps, as well as the added impact on personnel and operational budgets, the City reserves the sole discretion to evaluate and determine which tournaments and camps will be approved. At the discretion of the City, approved tournaments may require additional costs or fees based on the use and impact of said tournament, as determined by the City. Additional costs or fees may include but are not limited to: labor and field preparation supplies.

Tournaments within the Parameters of League Play:

Intra-league tournaments for Associations that have one pre- or post-season tournament as part of the recreational league will be allowed by the City.


Invitational Tournaments and Camps:

The City will allow one invitational tournament and one camp per season at no additional cost. The City will also allow one fundraising tournament per calendar year. All tournaments allowed hereunder must provide the opportunity for the Association's teams to participate in the tournament.

City of Denton Tournaments:

The Association will have the opportunity to partner with the City of Denton on additional tournaments. These tournaments may be used as fund raising opportunities for the Association.

Requests for additional tournaments will follow the same guidelines as outlined below

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Requirements for all tournaments:

1. Tournaments may only take place within the allowable season dates per the Agreement, except for pre-season tournaments. Pre-season tournaments may be held the weekend before games begin, at the discretion of the City.
2. The Association will be responsible for picking up trash during and at the end of any time they use fields/facilities. The City will provide extra trash bags, upon request. A fee of \$38 per staff member, per hour will be charged if the City removes any trash left at the end of any period of use by the Association.
3. Fields will be marked on Friday for the weekend. Additional field prep will be the responsibility of the Association.
4. Games may not begin prior to 8 a.m. on weekends.
5. If the Association requests weekend maintenance, a fee of \$38 per staff member, per hour will be charged for preparation of the fields, trash pick-up, restocking and cleaning of restrooms, etc.
6. If temporary fencing is requested, a fee of \$150 per field will be charged for additional temporary fencing or installation. This is to be paid by the Association at the time of the request.
7. The Association may arrange and acquire additional port-a-lets at the sole expense of the Association. However, any additional port-a-lets must be approved in advance by the City in writing and must be acquired from a City approved company.
8. The Association may arrange and acquire additional bleachers (rental or City transfer) at the sole expense of the Association. However, any additional bleachers must be approved in advance by the City in writing and must be acquired by a City approved company.
9. The Association may arrange tent rentals at the sole expense of the Association. However, tent rentals must be approved in advance by the City in writing, must be acquired from a City approved company and must meet fire and City code guidelines.
10. A detailed Financial Report (conforming to a template supplied by the City) must be submitted within two weeks of the conclusion of the tournament. At a minimum, the Financial Report must include the following information: itemized revenue and expenses for the tournament (including concessions), listing of team names and the city they represent, average number of players per team, host hotel(s) name, number of hotel nights generated from the tournament, and any sponsors involved with the tournament.

Section 4. ATHLETIC FIELD USAGE REQUIREMENTS AND ROGUE PLAY

1. Subletting Prohibited: Associations are prohibited from subletting fields. Teams must be a registered member of the Association to receive game and practice privileges. Teams, whether recreational or select, are never permitted "practice only" privileges as this would be considered

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subletting the fields. Recreational teams in leagues that have combined with other associations and/or leagues are permitted up to two games in Denton per calendar year before having to register with the Association and pay all applicable fees. Select teams are exempt from this game limit rule since they travel more often and pay select impact fees.

2. Athletic fields may be closed due to: weather, hazardous conditions or safety concerns, maintenance, renovations, construction, or for any other reasons as determined by the City.
3. The City retains the sole discretion to determine whether any fields may be used or are considered "playable." The athletics field condition line is (940) 349-8276 and will be updated by 4 p.m. on weekdays and by 8 a.m. on weekends when conditions are questionable. If a determination has not been made by the City and inclement weather occurs after 4 p.m. on weekdays or 8 a.m. on weekends, the Association is responsible for making their own determination regarding whether practice or games should go forward. Associations will be financially responsible for damage to fields resulting from play when the fields are closed or when the association makes the decision to play.
4. It is a violation of Section 22-26 of the Code of Ordinances of the City of Denton to enter a field that has a closed sign posted, unless such person is a City employee, or contractor, performing maintenance.
5. It is a violation of Section 22-26 of the Code of Ordinances of the City of Denton to enter a field without having a reservation that has a "field use with permit only" sign posted.
6. It is a violation of Section 22-30 of the Code of Ordinances of the City of Denton to park any vehicle in a park after 10 p.m. or before 6 a.m. Overnight camping and parking is not permitted.
7. All parking must be done in the parking lots. No parking is allowed on any grass area, unless the area has been designated for overflow parking by the City.
8. Driving inside the athletic complexes should only be completed for loading or unloading of supplies. Vehicles must remain on paved areas. Immediately after loading and unloading, vehicles must return to designated parking areas.
9. If a tent larger than 400 square feet or a canopy larger than 700 square feet will be used, the Association must contact the Fire Marshall at (940) 349-8360 to secure a Fire Code Permit. A fire extinguisher is required for these tents.
10. No alcohol is permitted in any park area, including parking lots.
11. It is not permitted to smoke or possess a lit tobacco product within the Premises, or other plant product, or to smoke electronic cigarettes (e-cigarette) except in designated areas. The designated smoking area is the parking lot, unless otherwise noted by a specific "designated smoking area" sign.
12. The Association will adhere to all applicable laws, City Ordinances, and regulations that regulate use of City athletic facilities, including, but not limited to, compliance with the Sign Ordinance.

Rogue Play:

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Association board members, commissioners, and staff are expected to enforce Section 22-26 of the City of Denton's Code of Ordinances, regarding playing on fields without a reservation. If rogue play is seen, the violators should be asked to leave and told they are not able to use fields without a reservation as it is a violation of City Ordinance. Please provide the (940) 349-PARK number for individuals to call for rental availability. If violators refuse to leave or are repeat offenders, the Denton Police Department must be called and informed of individuals using the field(s) illegally, in violation of Section 22-26. Depending on the severity of the situation, the non-emergency Police number can be called (940) 349-8181, or 911 if it is an emergency or escalated situation.

In accordance with Federal, State, and local laws, the Police have the authority to write tickets for certain violations. Denton Parks and Recreation (DPARD) staff does not have authority to write tickets for any violations. If an Association experiences rogue play, follow above steps and report the rogue play to the Athletics Office by email. Specify the date, time, number of violators, and field(s) on which the rogue play occurred. The Athletics Office will keep a record of all reported rogue play.

Section 5. TEAM FORMATION AND LEAGUE MANAGEMENT

Each Association must have a fair and detailed selection process for recreational teams to evenly distribute talent. This process must be documented in the Association's Bylaws, Manual of Procedures, or similar document.

1. A minimum of 50 percent of the Association's active membership (combination of recreation and select team individual registrants) must reside within the Denton city limits. Please note, not all Denton ISD boundaries are within the City of Denton. City staff will check rosters of all teams to ensure this requirement is met.
2. Teams from outside the City of Denton may join the Association's recreational league play, providing they register through the Association and pay all applicable fees.
3. Combining of leagues with other cities or programs is sometimes necessary in order to have enough teams to play. However, if non-Association teams play more than two of their games in a calendar year on Denton fields, they must register with the Association and pay all fees. This rule does not apply to select leagues, in which the Denton teams have registered and paid the select impact fees.
4. Before practices or games can begin, the Association must have a mandatory criminal background check completed on all coaches by a reputable organization. (New coaches added during the year must also have this completed prior to performing coaching duties.) Background checks need to be completed on all coaches annually. Associations must include in their Bylaws the guidelines for eligibility & disqualification based on results of the background check.
5. It is recommended that all coaches complete a sport specific certification program through a reputable organization.
6. Under no circumstance should parents be used as umpires or officials unless they are affiliated with an insured umpires/officials/referees' organization.
7. All participants of recreational teams will receive the same uniform in respect to parts and quality of material.

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8. All teams in an age division shall be provided the same playing equipment in respect to number of items and quality of materials.
9. In naming divisions/teams, no derogatory or controversial name may be used unless the name is a trademark of a nationally franchised organization. The City has final authority to approve team name selections.
10. The Athletics Office must approve allocation for any expansion or changes in the Association's programming that may affect field preparation or league programming. Requests must be in writing, received, and approved prior to signing of the Agreement. Decisions will be made in the sole discretion of the Athletics Office and may consider overall benefit to the participants.
11. The Association must establish a method or program to assist low-income families and subsidize costs associated with the sports program. This can include but is not limited to scholarships, sliding scale fees, and installment plans. The Association must provide the City with a policy outlining the method or program with criteria evaluating the participant's ability to pay. The City Council mandated impact and nonresident fee per child per season will apply to recipients of assistance.

Section 6. SELECT/CLUB TEAMS

All Select/Club Teams must register with the Association and pay all fees outlined by the Agreement. These teams must then coordinate all scheduling (practice and games) through the Association member league that will have final approval of scheduling.


1. Recreational league play must receive top priority when scheduling field allotments.
2. Select/Club Team field usage cannot have a negative impact upon Recreational League Play or generate excessive field maintenance, as determined by the City.

Section 7. BUDGET AND FISCAL CONTROLS

The Association will submit a projected budget prior to season registration. Associations will be required to submit financial documents, which include bank statements, cash flow report, and check register (such as Quicken) on January 10th, for the previous year. The financial reports must show income, expenses, and all fund balances for all league play, any tournaments, or camps.

To assure fiscal control, the Association will:

1. Keep all financial records in accordance with IRS regulations for 501(C)(3).
2. Submit documentation that verifies valid nonprofit or 501(C)(3) status. If an Association loses their nonprofit status from the IRS or State of Texas, the City must be immediately notified in writing. The Association must get reinstated no later than one month prior to the start of the upcoming season or the Agreement will be terminated.
3. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken.

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4. Immediately notify the City, in writing, of any financial difficulty.
5. Immediately notify the City, in writing, if any sanctions, probations, or warnings have been given to the Association by their governing body.
6. If the City determines the Association's accounting practices are found to be fraudulent or mismanaged, the City reserves the right to suspend or cancel the Agreement.
7. The Association's budget and financial documentation as defined in this section may be requested at any time and will be due to the Athletics Office within three business days of the request.
8. To ensure the City is being a good steward with publicly funded fields, the Association must engage a qualified third-party auditor to conduct an accounting for and financial review of all funds and properties received, and to render a report to the City of Denton once per year. At any time, the City may in their sole discretion, require the Association obtain an additional audit and accounting from an independent certified public accounting firm. The full cost of all audits and related expenses will be borne by the Association.

Section 8. ASSOCIATION BOARD MEMBER GUIDELINES

1. Associations must notify the Athletics Office of all upcoming board meetings.
2. The minutes from all Association board meetings must be submitted to the Athletics Office no later than the last day of the month following each meeting. For example, if a board meeting was held on July 25th, the meeting minutes will be due by August 31st.
3. The Athletics Office reserves the right to attend any Association board meetings without notice.

Each Association can book one free meeting room per month at one of the City's recreation centers, pending availability. These free meetings are to be used for the Association's board meetings, umpire meetings, or coaches' meetings. The meetings are not to be used for individual team meetings, team parties, or practices. One primary contact from the Association should e-mail meeting room requests to the Athletics Office.

Section 9. DENTON YOUTH SPORTS ASSOCIATION MEETINGS

The Denton Youth Sports Association (DYSA) is a combination of representatives from each Association with a Facility Utilization Agreement in place with the City. The DYSA and City staff will meet the first Thursday of February, May, September, and November at 6:30 p.m. at a location to be announced by the City. At least one representative from each Association must be present at each scheduled general board meeting. Any Association missing more than one meeting will be subject to dismissal from the Denton Youth Sports Association and may have their Agreement with the City terminated. The City may cancel a meeting if there are not sufficient items on the agenda to warrant holding a meeting. The City will notify Associations if a meeting is canceled.

Section 10. ON-SITE COMMISSIONER

The Association agrees to have a league representative on-site at each practice, game, or tournament held at the Athletic Fields.

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Section 11. DOCUMENTATION AND FEES

The Association shall submit to the City a copy of their bylaws, fair play time and team formation statement, minimum and maximum roster requirements, 501(C)(3) status, projected budget, projected start dates, insurance, light deposit, game and practice schedules in calendar form, health permit, schedule of board meetings, board meeting minutes, applicable fees, final player rosters, end of season summary report, and financial statements. Associations must also submit names, position title, best contact number, and email address of all officers and board members within two weeks after election or appointment. A listing of these documents and fees with due dates is attached to this Agreement as **Exhibit B.**

The following fees will apply to the Association:

1. The Association will be assessed an Impact Fee of \$15 per child per season for recreational players and \$25 per child per season for select players that will be submitted to the City of Denton.
2. A Nonresident Fee shall be collected in addition to all fees required to participate. The Association must pay a \$5 fee for each player who is a nonresident of the City of Denton, each season. Rosters must show the city of residence for each player, so residency can be verified.
3. The Association will assess an Enhancement Fee of \$5 per registered player during the primary season, which will be placed into a City of Denton fund managed by the department to be used for field enhancements. Enhancement Fees will be used as voted on by a majority of the DYSA members. Requests to use Enhancement Fees must be submitted to the Athletics Office in writing at least fourteen (14) days prior to a DYSA meeting. The request must detail what the fees will be used for, and all cost associated with the proposed enhancements. Participants on scholarship are not required to pay this fee.
4. The impact and nonresident fees are due by June 15th for the spring season and November 15th for the fall season. The Enhancement Fee will be due on June 15th if the Association's primary season is in the spring and due on November 15th if the Association's primary season is in the fall. All checks must be made payable to the City of Denton.

Section 12. INSURANCE AND INDEMNIFICATION

THE ASSOCIATION SHALL BE REQUIRED TO CARRY COMMERCIAL GENERAL LIABILITY INSURANCE WITH BODILY INJURY LIMITS OF NOT LESS THAN \$1,000,000 FOR EACH OCCURRENCE, AND NOT LESS THAN \$1,000,000 IN THE AGGREGATE, AND WITH PROPERTY DAMAGE LIMITS OF NOT LESS THAN \$250,000 FOR EACH OCCURRENCE, AND NOT LESS THAN \$500,000 IN THE AGGREGATE. IT IS ALSO RECOMMENDED THAT THE ASSOCIATION PURCHASES AN ACCIDENT POLICY WITH \$5,000 COVERAGE TO ASSIST PARTICIPANTS WITH MINOR MEDICAL BILLS.

DURING THE PERFORMANCE OF THE AGREEMENT, THE ASSOCIATION SHALL MAINTAIN THE ABOVE INSURANCE WITH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF TEXAS AND MUST HAVE AN AM BEST RATING OF AT LEAST A-.

THE ASSOCIATION SHALL FURNISH THE INSURANCE CERTIFICATE NO LATER THAN ONE WEEK BEFORE PRACTICE BEGINS. THE INSURANCE POLICIES SHALL NAME THE CITY OF DENTON AS AN ADDITIONAL INSURED ON ALL SUCH POLICIES, AND SHALL CONTAIN A PROVISION THAT SUCH INSURANCE SHALL NOT BE CANCELED OR MODIFIED WITHOUT 30

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written approval of the agreement to both parties prior to the concession being operated by a third-party. Additionally, prior to operation of the concession stand by a third-party, the third-party concessionaire must provide proof of insurance to the City and must assume all liability for vandalism, theft, etc.

8. The Association will not be required to pay an additional fee for the privilege of operating a concession stand.
9. Styrofoam cups/plates will be allowed to be used. The Association must also provide healthy food options.

If vendors sell at the Athletic Fields, the following guidelines must be met:

1. The City must be notified at least two (2) business days in advance if any vendors will be selling at the Athletic Fields. Associations must give the dates and times the vendor will be on the Premises, as well as what goods are being sold.
2. Anyone selling an item at the Athletic Fields must purchase a vendor permit. This permit can be purchased at by contacting the Athletics Office at 940-349-7218. The fees are: \$15 per day if proceeds go to non-profit purposes or \$25 per day if proceeds go to profit purposes.
3. If food items are being sold, the vendor must present a valid health permit in order to purchase a vendor permit.
4. Food vendors must also refrain from the use of non-ecofriendly serving materials, including Styrofoam.

Section 14. FIELD LIGHTS

The Association will pay the City a \$200 deposit at least (2) two weeks prior to using lights. The Association will only use athletic field lights necessary for the fields in use (i.e. if play is only on field 1, then lights should be on only for this field, not the entire complex.) When play concludes on any field for the night, the Association is responsible for turning off the lights within fifteen (15) minutes after the conclusion of play per field.

If the Association fails to timely turn off lights, it will forfeit its deposit in full and a new \$200 deposit must be paid within one (1) week. Any remaining portion of the \$200 deposit will be returned to the Association at the end of its last season or rolled over to the next year at the request of the Association.

Light codes will be given to the Association. There is a code to the push button box and the bypass box. Bypass boxes should only be used if there is a malfunction with the push button box. Any light malfunctions should be reported to the City the next business day.

Failure to abide by these policies may result in loss of light privileges.

Section 15. PERMISSION FOR INSTALLATION, CONSTRUCTION, OR MAINTENANCE

The Association shall submit to the Athletics Office any proposal to install, construct, or modify temporary or permanent structures, signs, equipment, or other related items prior to the commencement of any work. All communication regarding maintenance and/or field improvements may

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only be submitted with the Association's president's approval. All applicable laws, such as the City's Sign Ordinance, must be followed. Further, the Association agrees to comply with the Athletic Field Sponsor Sign Guidelines in Section 24 of this Agreement. Discretion over approval of the proposal shall rest solely with the City. Permanent structures shall become the property of the City. Requests must be submitted to the Athletics Office at least thirty (30) days in advance.

Prior to placing anything in the ground (stakes, t-posts, etc.) the Association must call 811 to schedule a dig survey. Additionally, the Association must secure prior written approval from the City.

Section 16. TEMPORARY REGISTRATION SIGNS

Temporary "real estate" style yard signs which announce registration information for the upcoming season may be placed on park property with the following guidelines:

1. Signs must adhere to all City codes, including the Sign Ordinance.
2. Signs may not be placed in the right of ways.
3. Signs must display the approved City of Denton logo.
4. Signs must be taken down by the Association no later than two (2) weeks after initial posting.

Section 17. STORAGE UNITS

The Association may purchase storage units and place them at a site in the park that has been designated by the City. Units must meet standards set by the Parks and Recreation Department and approved by the Director of Parks and Recreation, or designee. Requests to purchase and place storage units must be submitted to the Athletics Office at least thirty (30) days in advance.

Section 18. MAINTENANCE STANDARDS FOR PREMISES

1. City shall maintain turf areas, including mowing, weed control, fertilizing, and herbicide spraying as allowed by budget and policies.
2. The City shall prepare and line fields for weekday games. All fields will be marked on Fridays for weekend games. Additional field prep over the weekend will be the responsibility of the Associations. Fields will be maintained periodically as needed for practice purposes.
3. The City shall maintain all City-supplied bleachers.
4. The City shall maintain all field lighting systems.
5. The City shall be responsible for the maintenance of all irrigation systems on the Premises and the watering of athletic turf areas.
6. The City shall maintain the restrooms during the approved season(s). Restrooms will be closed from November 15th – March 15th for winterization. If the Association requests restrooms open prior to March 15th, then the Association will be responsible for all costs associated with any repairs as a result of opening the restrooms during winter, such as broken pipes, etc.

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7. Associations shall be responsible for daily practice and game day collection of all litter on the Athletic Fields, including playing areas, fences, bleachers, concession stands, and adjacent grounds. (See Section 13 for collection of litter at concessions.) All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles. If within the City's judgment, the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further non-compliance by the Association will result in a fee of \$38 per hour/per staff member for litter clean up.
8. The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without prior written permission from the City.
9. The Association shall ensure that all secured areas remain locked and/or locked at the completion of each activity.
10. No "ball toss" or "soft pitch" batting practice is allowed into any chain link fence fabric on the premises.
11. No kicking or hitting balls against the Denton Soccer Association Building.
12. Metal cleats will be permitted at Mack and Roberts baseball fields only.

Section 19. UNLAWFUL ACTIVITIES

The Association shall not engage in any activities on the Premises which are in violation of any existing state, federal, local law, or use the Premises in such a manner as to constitute a nuisance or hindrance for other park patrons engaged in lawful activities.

Section 20. EXHIBITS

The City and the Association agree that the exhibits attached to the Agreement are incorporated into the Agreement as if set out in their entirety. Such exhibits may only be modified in accordance with the terms and conditions stated herein. A revised copy shall be provided to all parties. Exhibits included are:

- **Exhibit A** – Field Allocation and Season Dates
- **Exhibit B** – Schedule of Required Documents and Deadlines

Section 21. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

There will be a \$5 per business day late fee assessed on all late documentation and fees. Late fees must be paid within thirty (30) days of receipt of invoice or the City will deny access to fields, lights, restrooms, and concessions until documentation is received.

Any such communication or fee shall be deemed to have been received on (i) the day such notice or fee is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically. A party may, for purposes of this Agreement, change his, her, or its address, fax number, email address, or the

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person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party at the address indicated in this Section.

Exhibit B summarizes the deadlines of required documentation and fees which are due to the City of Denton, Parks and Recreation Department. Unless otherwise indicated in this Agreement, all forms, fees, or communications shall be submitted to the Athletics Office at the following address:

City of Denton:

Athletics Manager
Denton Parks and Recreation Department
901-A Texas Street
Denton, Texas 76209

Phone (940) 349-7218
Fax (940) 349-8384
e-mail: jason.barrow@cityofdenton.com

For purposes of this Agreement, the Association agrees any communications shall be deemed received if sent to the below address, unless said address is otherwise updated in accordance with this Section prior to the communication being sent.

Association:

Association Name: Denton Boys Baseball, Inc

Name: Garrett Hutchison-Lester

Title: President

Address: 316 E Oak St Denton, TX

Phone: 9403837669

Fax: N/A

Email: Garrett.Hutchison@paccar.com

Section 22. TERM

This Facility Utilization Agreement will be in effect from January 1st, 2022 through the end of December 2022.

Section 23. AGREEMENT APPROVAL

The person executing the Agreement on behalf of the Association or representing themselves as executing the Agreement on behalf of the Association, warrants that they have been fully authorized by the Association to execute the Agreement and that the individual and Association will comply and uphold all terms and provisions contained herein.

If the Association violates any term of the Agreement, and/or provides false documentation (i.e. enrollment numbers reported are inaccurate or do not match numbers reported to governing body), the City may, in its sole discretion, find the Association has materially breached this Agreement and the

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City may terminate or suspend the Agreement. If required documents are not submitted in a timely manner, the City reserves the right to deny access to fields, lights, restrooms, and concessions until all required or requested documentation is received. If this Agreement is terminated, the Association forfeits all rights granted under this Agreement, including but not limited to use of all athletic fields, concession privileges, and field lights.

Section 24. ATHLETIC FIELD SPONSOR SIGNS

1. **Sign Specifications and Location** Signs must adhere to all applicable laws, including but not limited to City codes such as the Sign Ordinance
2. Signs must be exactly four (4) feet tall and eight (8) feet long.
3. Graphics on the sign front must face inward toward the field of play. (Signs on fences at baseball and softball fields must face inward towards home plate. Signs on football or soccer fields must face inward toward the field of play.)
4. No sign shall contain any electronic messages, internal or external lighting, or moving parts of any kind.
5. Signs must be professionally lettered and generally of a neat and attractive nature.

Sign Installation and Maintenance

1. All sign installation methods must be approved by the Director of Parks and Recreation, or designee and must be performed by the Association.
2. The Association shall regularly inspect all signs for necessary repairs. Broken signs shall be repaired, replaced, or removed by the Association within two (2) business days of discovery of the needed repair.
3. The City shall have the right to immediately remove any sign determined to pose an imminent risk of injury to a person, damage to property, or which is deemed inappropriate, with no compensation owed to the Association or the advertiser on the sign.

Sign Content

1. City must review proposed sign content and have final approval prior to production of the sign.
2. Sign content must reflect only individuals, groups, or businesses that are donating funds or other means of direct sponsorship support to the Association.
3. No sign shall include advertising for the following: political campaigns, alcoholic beverages, establishments or businesses where the majority of gross income is obtained from the sale of alcoholic beverages, tobacco products of any type, sexually oriented businesses, or products or services sold by sexually oriented businesses, and/or express views that may be considered defamatory or discriminatory.

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4. Sign content and graphics shall not be of such content, color, or design as to create an unreasonable distraction to players, officials, other game participants, or spectators as determined in the sole discretion of the City.

Revenue from Sign Sales and Fees

1. Revenue from the sale of signs shall be used by the Association to offset registration fees for participants, field improvements, or other equipment or supplies directly needed to operate the league (such as uniforms, sports equipment, and/or player awards.)
2. The Association must include the revenue and expenses from sign sales in its financial reports, as required per the Facility Utilization Agreement for Youth Sports.3. For the privilege of placing each sign on City property, a fee of \$10 per sign displayed during the term of the Agreement is due by December 1st each year.
4. The Association will maintain an inventory of currently displayed signs on each field with expiration date of each sign. This list will be submitted within forty-five (45) days after each season along with the applicable fee per sign.

Section 25. AVAILABILITY OF FUNDING

The Association acknowledges and agrees that the awarding or continuation of this Agreement is dependent upon the availability of funding. The City's obligations rely solely on funds being appropriated and available. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available.

Section 26. MODIFICATIONS

The Agreement can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

Section 27. INVALID PROVISIONS

The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

Section 28. NON-WAIVER OF RIGHTS

Failure of a Party to require performance by another Party under the Agreement will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Agreement will not be construed as a waiver of any continuing or succeeding breach.

Association Representative Initials

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Section 29. DAMAGE TO GOVERNMENT PROPERTY

The Association shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Association and its members, players, agents, and subcontractors. The Association shall notify the Athletics Office in writing of any such damage within one (1) calendar day.

Section 29. JURISDICTION AND VENUE

The Agreement is made under and shall be governed by the laws of the State of Texas. All issues arising from this Agreement shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek relief from any competent authority.

Association Representative Initials

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AGREED:

BY: DocuSigned by:
Garrett Hutchison-Lester
BAB03153BDB84FC...
NAME: Garrett Hutchison-Lester
TITLE: President
DATE: 3/23/2022

CITY OF DENTON:

BY: DocuSigned by:
Sara Hensley
5236DB286270423...
SARA HENSLEY, CITY MANAGER
DATE: 3/23/2022

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: DocuSigned by:
Rosa Rios
1G5CA865E175493...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

DocuSigned by:
Gary Packan
AC6AE9F7A4264A9...
Signature
Director of Parks and Recreation
Title
Parks and Recreation
Department
Date Signed: 3/23/2022

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by:
Mack Reinwand
7F9D328BF0204E5...
Association Representative Initials DS
MR

Exhibit "A"
FIELD ALLOCATION AND SEASON DATES

Youth Baseball Evers and Mack Baseball Complex

2022 Season and Event Dates

Spr. Coach Look – last weekend of Jan.

Spr. Practice Dates – Feb. 5 – March 13

Spr. Game Dates – March 14 – June 30

Tournament date for spring – April 30-May 1

Tournament date for summer – June 4-5

Fall Coach Look – first weekend of Aug.

Fall Practice Dates – Aug. 8 – Sep 3

Fall Game Dates – Sep. 5 – Oct. 31

Tournament date for fall – Sep. 17-18

2022 Field Allocation Based on Enrollment

1 field	Up to 55
2 fields	56 - 110
3 fields	111 -165
4 fields	166 - 220
5 fields	221 - 275
6 fields	276 - 330
7 fields	331 - 385
8 fields	386 - 440
9 fields	441 - 495
10 fields	496 - 550
11 fields	551 - 605
12 fields	606 - 660
13 fields	661 or more

Additional use of these complexes or other City fields will be at regular rental rates.

Exceptions to Allocation:

- Regardless of enrollment, the Association will have access to all fields during defined practice dates above, to help with practice load. After such time, the allocation will apply.
- During the spring season, the City will use Mack 1 for weekday practice rentals from 4-6 p.m. and up to six game dates until 7:30 p.m. for local schools. Game dates will be communicated to the Association in advance of its spring season schedule creation. Rainout/make-up of game dates may be scheduled around the Association's existing spring season game schedule.
- The City will open Evers 6 for rentals on Wednesdays and Sundays in the spring and fall seasons once the defined practice dates have concluded, even if full allocation is reached. Additional days and fields will be opened up if full allocation is not reached.
- During the Fall season, the Association and City of Denton will look at age groupings and decide upon an additional field for practices only.
- The City of Denton may require use of the fields for tournament rentals so long as the Association is notified of dates prior to the start of the season. The Association may operate the concession stand; however, the fields will not be available during such events.
- **Please see Exhibit "C" for additional exceptions.**

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Association Representative Initials _____

Exhibit "B"

2022 SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

- **January 10** – Signed Facility Utilization Agreement due
- **January 10** - Submit documentation that verifies valid nonprofit or 501C (3) status
- **January 10** - Association bylaws, which include statements regarding minimum/maximum roster requirements, team formation, and fair playing time (player participation) due
- **January 10** - Projected budget due
- **January 10** - Projected season start dates and concession opening date due
- **January 10** - Schedule of upcoming board meetings, or notice given within 48 hours of a called meeting
- **January 10** - Financial statements from previous year
- **Two weeks prior to first practice of the year (or when board member changes occur)** – Board member name, position title, best contact phone number, and email address
- **Two weeks prior to first practice of the year** – \$200 Light Deposit due (unless rolled over)
- **One week prior to first practice of the year** - Insurance due
- **One week prior to first practice each season** – Report enrollment numbers to receive field allocations
- **One week prior to first practice each season** - Practice schedule (calendar form and link to full schedule)
- **One week prior to first game each season** – Game schedule (calendar form and link to full schedule)
- **One week prior to concession stand opening** – Valid health permit and food handling card
- **No later than the last day of the month following each meeting** - Board/Officers meeting minutes due (Example, July 25 minutes are due by August 31.)
- **June 15** – Spring Season Impact, Nonresident Fees and End of Season Summary Report due
- **November 15** – Fall Season Impact, Nonresident Fees and End of Season Summary Report due
- **45 days after the last scheduled game** - Final Player Rosters due

There will be a \$5 per business day late fee assessed on all late documentation and fees. Late fees must be paid within 30 days of invoice or the City will deny access to fields, lights, restrooms and concessions until documentation is received.


Association Representative Initials 

Exhibit "C"

SPECIAL AMENDMENTS TO THE 2022 FACILITY UTILIZATION AGREEMENT – BASEBALL

- **Field Allocation** – DBBI will have use of all fields at Evers Park and Mack Park for the Spring 2022 season.
- **Additional Practice Fields** – DBBI will have opportunity to use the softball fields located at Denia Park in the event they need additional practice space during tournaments or late season games if necessary.
- **T-Ball Fields** – DBBI will have use of the T-ball fields 7, 8, and 9 at Evers Park during contracted tournaments.
- **Gate Fee** – Should a renter charge a gate fee for a tournament at Evers Park, DBBI will receive the 25% that is customarily owed to the City of Denton.
- **Tournament Team Fees** – The City of Denton receives \$50 per team from rental groups for tournaments. This fee will be split \$20 City of Denton/\$30 DBBI.
- **Field Prep** – City of Denton will line and prep fields for all tournaments not hosted by DBBI.

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