

**MEMORANDUM OF UNDERSTANDING**

**Spring 2018**

RENO YOUTH SPORTS ASSOCIATION MEMBERS

This Agreement made this **Month\_\_\_\_\_\_\_\_\_\_\_\_Day\_\_\_\_\_\_\_\_\_\_\_\_\_, YEAR\_\_\_\_\_\_\_\_\_\_\_\_**by and between the RENO YOUTH SPORTS ASSOCIATION, INC. hereinafter referred to as ‘THE ASSOCIATION” and the youth/adult league entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to “THE LEAGUE”.

WHEREAS, THE ASSOCIATION is empowered by the governmental body of the City of Reno to govern the use of certain youth/adult sports facilities,

WHEREAS, THE ASSOCIATION is desirous to provide the use of said facilities to youth/adult organizations meeting the requirements of membership within THE ASSOCIATION provided that certain requirements are met,

WHEREAS, THE LEAGUE being a member of THE ASSOCIATION and desirous of utilizing certain facilities hereinafter more precisely described with the understanding that THE LEAGUE must meet certain covenants and conditions,

NOW, therefore in consideration of the use and control of said facilities and the mutual covenants hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. The facilities to be used pursuant to the AGREEMENT are commonly known as:
2. The terms of this Agreement shall be from the \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_20 \_\_

 **To expire on the 31st day of DECEMBER, 20\_\_. Season ends November 1 of each year.**
The facilities to be used will be listed on the active field permit. The field permit will list the days, dates, and times the locations are permitted for use by THE LEAGUE.

1. Field Permits will not be issued for members that are current with all player fees and designated fees.Members late in fees could be denied field permits.The above describe premises shall only be used for recreational programs.
2. THE LEAGUE shall use the premises only in conjunction with and according to the rules, regulations and Bylaws adopted by THE ASSOCIATION, a copy of which is attached hereto and incorporated herein.
3. THE LEAGUE must establish a budget, have a “Board of Directors” and select one (1) member to represent them on the RYSA board; they will have a SINGLE vote on the Board of Directors. All nonprofit members have a single vote on the Board of Directors. *–* Members that operate as a “For Profit” will have NO VOTES on the Board of Directors; they are Ex-Officio Members only.
4. THE LEAGUE shall not allow waste or nuisance on the neither above-described premises, nor use or allow the premises to be used for any unlawful purpose.
5. THE LEAGUE shall abide by any and all applicable ordinances, laws and/or statues.
6. THE LEAGUE agrees to be bound by the POLICIES of the ASSOCIATION; see the By-Laws and Rules of THE ASSOCIATION.
7. THE LEAGUE may not further assign the use of this/these facility (ies) to any individual, or organization without the express written permission of THE ASSOCIATION. Such permission shall not be consent to subsequent assignment by THE LEAGUE. Permits are issued to member/LEAGUE of RYSA and “sub-leasing” is not permitted. If the member/LEAGUE is found “sub-leasing” field their permit and membership could be revoked.
8. THE LEAGUE hereby agrees to pay THE ASSOCIATION a fee of $10 per youth player and $20 per adult player it registers **PER** season. The **two** seasons are as follows;

**Spring-January 1 through July 31,
Fall-August 1 through October 31.** (Field close 11/1 as per City of Reno, Parks and Recreation Manager)
9. The Executive Board has developed an IMPACT FEE based on wear and tear of each individual sport. Money will be used at each field for rehabilitation.

**Football, youth rugby and high impact fees-$3.50 per player per season**

**Soccer, Lacrosse, flag football-$2.00 per player per season**

Payments are due May 1 for the spring season and October 1 for the fall season. Failure to pay on time will result in a **$50** per month late fee for the first three months late and then **$100** for each month after. THE LEAGUE being placed in a PROBTIONARY STATUS. No permits will be issued to the next season until all current fees are paid. The LEAGUE agrees to follow *and pay* *any designated fees and rules adopted by the board as described in the RYSA rules*. Any carry over will be consider a full season. THE LEAGUE agrees to all fees; this includes player fees *and any designated fees as described in the RYSA rules.* RYSA will bill quarterly, it is the responsibility of THE LEAGUE to understand all fees, payment dates and other information.

1. THE LEAGUE hereby agrees to keep and perform all the covenants and obligations imposed upon THE ASSOCIATION and does further agree to save and indemnify THE ASSOCIATION from any and all liability arising out of, because of, or by reason of THE LEAGUE’S operation under the Agreement and to hold the owner of the premises harmless from all claims for injury to persons or damage to property resulting from THE LEAGUE’S operations on the premises under the Agreement.
2. THE LEAGUE agrees to provide an audited copy of the total and final number of registered players that they file with their national affiliated office.  Any discrepancies must be filed, in writing, with RYSA within 60 days after initial bill, after 60 days all invoices will be considered final and payable.
3. THE LEAGUE agrees that any unpaid bills will result in the THE LEAGUE being placed *on probation* and **no permits will be *issued until all overdue fees are paid or payment arrangements have been addressed with the RYSA EXECUTIVE BOARD***. THE LEAGUE agrees to the late fees established in the RULES and BYLAWS of RYSA.
4. THE LEAGUE agrees to pay in full *any designated fees* assessed to THE LEAGUE; *are pass- through fees* from the City of Reno. **NO league will be allowed to contract or clean bathrooms on their own without written permission from the City of Reno Parks and Recreation Director and/or Manager, no EXECPTIONS. No LEAGUE will be allowed to privately contract for bathrooms facilities without written approval from the City of Reno Parks and Recreation Director and/or Manager.**
5. THE LEAGUE agrees that the permits issued by RYSA are for the members and NO sub-leasing of permits shall be permitted. Any league found sharing permits with non-members shall have their permit placed on PROBATION and shall be called before the EXECUTIVE BOARD for explanation.
6. Any LEAGUE wishing make repairs, maintenance issues, changes to fields must submit a letter with detailed plans to the Vice President of Fields who will forward them on to the City of Reno Parks and Recreation Manager for final approval. Any unauthorized work could result in loss of permit for the LEAGUE.
7. THE LEAGUE expressly agrees to be bound by any and all amendments and rules that may be enacted by THE ASSOCIATION subsequent to this agreement. The undersigned agrees that information (rostered players) is accurate and any falsification shall be considered fraud and subject to legal actions.
8. THE LEAGUE will submit electronic copies of their field requests, rosters, MOU, and proof of insurance each season. These can be emailed to scoogy@sbcglobal.net. The subject line must have league name, year, and document name. (example- Reno Soccer league spring 2017 insurance)

**FOR THE ASSOCIATION** **FOR THE LEAGUE**

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Chairman President

VOTING DESIGNEE FOR THE YEAR-NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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