

**Plante's Ferry Park
Application and Usage Agreement
For Non-Tournament Activities
June 1st 2018 - May 31st 2019**

I. APPLICATION

Name of Applicant/Organization: _____
(Hereinafter referred to as "User")

Contact Person(s): _____

Contact Phone(s): _____

Organization Phone (if different from contact phone): _____

Contact Email(s): _____

Organization Email (if different from contact e-mail): _____

Address: _____

Field Request open for all Users on the below dates for the below months. All requests must be submitted in electronic format to fieldrental@spvjsa.org starting at 8:00 am on the date(s) below:

- Submission open 5/14/18 for June 1st-August 31st
- Submission open 8/13/18 for September 1st- November 30st
- Submission open 2/11/19 for March 1st-May 31st

Outline Specific Date(s) and/or Day(s), and hours of use (must include start time and end time for each Date/Day and Age Group for each usage Date/Day)*:

*field requests will be accommodated to the best of our ability however are not guaranteed until confirmed in writing by our office, Spokane Valley Junior Soccer Association ("SpVJSA").

II. RENTAL AND USAGE FEE SCHEDULE

_____ (Initial)

Field Rental:

Practice Field	\$20.00 per hour
U12 and below: Game Field	\$60.00 per game
U13 and above/Full Size Game Field	\$80.00 per game

Snow Removal Charge
(See Exhibit A for snow removal policy) \$125.00 per removal per field

Facilities Rental:

Media Room	\$15.00 per hour (\$100 maximum per day)
Referee Room	\$20.00 per hour (\$100 maximum per day)

Other Charges as Applicable:

Lost Key Fee	\$300.00 (Covers cost to re-key entire facility)
Schedule Change Fee: 7 days in advance of scheduled use	\$15.00 per change
Schedule Change Fee: Within 7 days of scheduled use	\$20- \$80 (entire price for scheduled game or practice)
Late Payment Fee	10% (30 days after invoice date)

This Plante’s Ferry Park Application and Usage Agreement (this "Agreement") is made this ____ day of _____, 2018 (the "Effective Date"), by and between Spokane Valley Junior Soccer Association ("SpVJSA") and User (as defined in the "Application" section above). SpVJSA and User may herein individually be referred to as a "Party" and collectively as the "Parties."

SpVJSA operates and maintains soccer-related fields and facilities and programs at Plante’s Ferry Park which is now known as Plante’s Ferry Sport Complex ("Plante’s Ferry").

User desires to use Plante’s Ferry for soccer related activities on the terms conditions set forth in this Agreement and the Rental and Usage Fee Schedule set forth above.

NOW, THEREFORE, for and in consideration of the Usage Fee (described below) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SpVJSA grants User the right to use Plante’s Ferry on the following terms.

1. Usage Fee. User agrees to pay to SpVJSA a rental and/or usage fee (collectively, "Usage Fee") in accordance with the Rental and Usage Fee Schedule set forth above and incorporated herein by this reference (the "Fee Schedule"). The Usage Fee is due and payable upon receipt of an invoice from SpVJSA at 12320 E. Upriver Drive, Spokane, WA 99216. A late fee of ten percent (10.00%) will be assessed on any sums outstanding thirty (30) days from the date of the invoice. Full Usage fee, or partial deposit, may be required to be paid in advance of use of Plante’s Ferry, at the discretion of the SpVJSA Board of Directors, due to late payment history. _____ (Initial).

2. **No Dogs or Pets.** It is the responsibility of the user to inform members & guests that no dogs, or pets, are allowed at Plante's Ferry Park during practices, games, tournaments or events unless they are a registered service animal.

3. **Usage Term.** SpVJSA hereby grants user a non-exclusive, limited license to use Plante's Ferry from the Effective Date through May 31, 2019 ("Usage Term"). In no event, shall this Agreement or the usage of Plante's Ferry by User be construed to create the relationship of landlord and tenant between SpVJSA and User. User acknowledges that without the express written approval of SpVJSA, no rights exist or may be implied to extend the use of Plante's Ferry beyond the Usage Term.

4. **Use.** User accepts Plante's Ferry in its as-is, where-is condition. User shall use Plante's Ferry during the Usage Term for the sole purposes of conducting soccer related activities, including, but not limited to, soccer games, soccer tryouts, soccer camps/clinics, soccer training, and/or referee training. No more than two sports teams may utilize any one soccer field at a time (maximum of 40 people). _____ **(Initial)** User shall not cause or permit any action to be taken by User or any of its agents, contractors, employees, servants, concessionaires, invitees, licensees, guests or customers ("User's Employees and Guests") that may damage or deface Plante's Ferry, including, but not limited to, any landscaping, fixtures, equipment, or furnishings contained thereon or therein, or otherwise decrease the value of the same. User shall be solely responsible for any and all damages to Plante's Ferry arising from User's and User's Employees and Guests' use thereof except normal wear and tear.

5. **Notice.** User is required to give SpVJSA upfront notice when usage is scheduled, if scheduled use of Plante's Ferry is for the following: soccer tryouts, soccer clinics, and soccer camps. This will help SpVJSA ensure all facilities are adequately prepared for potential increased use. _____ **(Initial)**

6. **Scheduling and Availability.** User shall email fieldrental@spvjsa.org to schedule the use of Plante's Ferry, including the soccer fields and facilities, during the Usage Term. All scheduling requests and schedule changes shall occur at least 7 days prior to User's intended use. Any schedule requests and/or schedule changes made with less than 7 days' notice of User's intended use will require an additional schedule change fee _____ **(Initial)**. All User's requests will be accommodated as reasonable possible. User acknowledges and agrees that the User's use of Plante's Ferry may be modified by SpVJSA in SpVJSA's sole and absolute discretion based upon field and facility availability and conditions. In the event field conditions warrant no use as determined by SpVJSA in its sole and absolute discretion, User agrees to not use Plante's Ferry during the period of no use and no Usage Fee shall be due SpVJSA by User for the period of no use.

7. **Priority of Use.** The Parties acknowledge that Plante's Ferry shall be used primarily for soccer play. With this goal in mind and keeping in mind field maintenance, field wear and tear and cost of recovery thereof, SpVJSA has developed, through an open, public process, a scheduling policy for use of Plante's Ferry taking into account the following priorities in the following order: (a) youth soccer services for boys and girls within SpVJSA; (b) other youth soccer organizations; (c) Spokane County recreation program use; and (d) community events and sporting activities that may be compatible with Plante's Ferry. The rental of the facilities and fields will be subject to the priorities set forth in this paragraph.

8. **Maintenance.** Except as otherwise provided herein, SpVJSA shall maintain Plante's Ferry for public use.

9. **Cancellation.** Cancellation must be submitted in writing via email to fieldrental@spvjsa.org. In the event User cancels (full or partial cancellation) the use of Plante's Ferry, User shall be responsible for

the Usage Fee relating to such cancellation unless such cancellation occurs within the following timelines: 7 days prior to the reserved time (change fee may still apply). _____ **(Initial)**

10. Termination. SpVJSA reserves the right to terminate this Agreement at any time, including, without limitation, after the commencement of the Usage Term, if SpVJSA determines that User has violated any of the terms or provisions of this Agreement.

11. Trash. User is responsible for picking up all trash and litter from the playing field and/or facility and surrounding area after each use.

12. No Assignment. This Agreement nor the use of Plante's Ferry by User may be assigned or sublet to any other party without the express written consent of SpVJSA which consent will not be unreasonably withheld.

13. Parking. User acknowledges and agrees that the designated parking areas are operated and maintained by SpVJSA. No parking fees may be assessed by User.

14. Snow Removal. User is responsible for the cost of snow removal from any of its designated soccer fields during the Usage Term in accordance with the Fee Schedule and the Snow Removal Policy set forth in Exhibit A attached hereto and by this reference incorporated herein.

15. Alcoholic Beverages. User acknowledges and agrees that alcoholic beverages are not permitted at Plante's Ferry (including the parking areas).

16. Adult Supervision. User must designate representative adult(s) to be present during any and all practices and/or games for groups under the age of eighteen (18).

17. Loudspeakers. Loudspeakers and/or amplified sound equipment must be reasonably used and be compatible with the residential neighborhood. All public-address system use for athletic events must pertain to the game being played. "Play-by-play" announcing is prohibited.

18. Advertising and Solicitation. User shall not place any permanent advertising signs or banners on or about Plante's Ferry without SpVJSA's prior written consent which consent may be withheld in SpVJSA's sole and absolute discretion. Any temporary signage or banners shall be immediately removed following completion of each use by User of Plante's Ferry.

19. Compliance with Laws. User shall comply with all laws, statutes, ordinances, rules and regulations of any applicable federal, state, county or municipal governmental authorities and agencies ("Laws") and User shall obtain, at its own cost and expense, all federal, state, county or municipal approvals, licenses, permits and certificates ("Permits") necessary for User's proposed use of Plante's Ferry. User acknowledges that it is User's sole responsibility to determine which, if any, Laws and/or Permits may apply to User's proposed use and SpVJSA undertakes no responsibility or liability to User in connection with such determination. In the event that SpVJSA notifies User of any particular additional rules or regulations of SpVJSA that may apply to User's proposed use and that are not otherwise set forth in this Agreement, User will comply fully with any such additional rules and regulations.

20. Insurance. User shall not use Plante's Ferry in any manner whatsoever that would violate SpVJSA's insurance policies or would cause SpVJSA's insurance premiums to be increased. Without limiting any of the foregoing, User expressly acknowledges and agrees that the possession, use or

distribution of any of the following is expressly prohibited within Plante's Ferry: (a) narcotics, marijuana or other illegal drugs or substances; (b) pornographic movies, magazines, newspapers or other pornographic media; (c) cigars or cigarettes; (d) fire or any type of fireworks and/or explosives; or (e) alcoholic beverages. It is understood and acknowledged that SpVJSA is not required to supply any insurance coverage or any security or protection services whatsoever to User. Accordingly, SpVJSA shall not be liable to User or any of User's Employees and Guests who may enter Plante's Ferry in connection with User's use of Plante's Ferry. To the extent that User considers any security services, protection services, or any casualty or liability insurance coverage to be appropriate, User shall supply the same at its sole cost and expense.

21. Entire Agreement. This Agreement represents the entire agreement among the Parties, and there is no agreement, either oral or in writing, which modifies the terms of this Agreement. No statement, promises, or inducements made by any Party to this Agreement or any agent of any Party that is not contained in this written Agreement shall be valid or binding. Any enlargement, modification or alteration of this Agreement is binding only if executed in writing and signed by the Parties.

22. Authority. Each of the individuals signing this Agreement specifically represents and warrants that they have authority to bind the Parties to this Agreement.

23. Governing Law; Jurisdiction and Venue. This Agreement is entered into in Spokane County, State of Washington and shall be construed and interpreted in accordance with its laws without regard to its conflict of law provisions. This Agreement and any dispute relating thereto is exclusively subject to the jurisdiction of the state and federal courts located in Spokane County, Washington.

24. Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

25. Attorneys' Fees. In the event this Agreement is placed with an attorney for collection of fees and charges, including but not limited to Usage Fees, due hereunder, SpVJSA shall be entitled to its attorneys' fees and costs incurred for such collection whether or not suit is initiated. In the event it is necessary for any Party hereto, or its authorized representative, successor or assign, to institute suit in connection with this Agreement or the breach thereof, the prevailing party in such suit or proceeding shall be entitled to reimbursement for its reasonable costs, out of pocket expenses, and attorneys' fees incurred, including costs, expenses and attorneys' fees incurred on appeal.

26. Counterparts and Execution. This Agreement may be executed in counterparts which, when taken together, shall constitute one agreement. The Parties may use facsimile or electronically scanned signatures to expedite the transactions contemplated by this Agreement and to execute this Agreement. Each Party agrees to be bound by his/hers/its facsimile or electronically scanned signature. Each Party waives any defense to the enforcement of this Agreement, along with the enforcement of any other document related to or affecting this Agreement, which is based upon the fact that a signature was sent via facsimile or via electronic means.

27. Indemnification. To the fullest extent permitted by law, User agrees to indemnify and hold harmless SpVJSA (including SpVJSA's employees, volunteers, officers, directors and board members) from any and all claims, liabilities, expenses or obligations of every kind and description, contingent or otherwise, including but not limited to, all cost of defense of such claims, liabilities, expenses or obligations of every kind, arising from or in any way relating to any claim made against SpVJSA (including

SpVJSA's employees, volunteers, officers, directors and board members) by any person or entity for personal injury or property damage that results directly or indirectly from any act, incident or accident occurring in, upon or about Plante's Ferry as a result of the usage of Plante's Ferry by User or User's Employees or User's Volunteers, User's teams, User's participants/players, User's guests or spectators, or as a result of acts, errors or omissions of User or User's Employees or User's Volunteers, User's teams, User's participants/players, User's guests or spectators, or arising in connection with the operations, use and occupancy of the Plante's Ferry by User or User's Employees or User's Volunteers, User's teams, User's participants/players, User's guests or spectators. To the fullest extent permitted by law, User further waives all User's claims against SpVJSA (including SpVJSA's employees, volunteers, officers, directors and board members) on the account of any loss, damage, or injury from whatever cause which may occur to User or User's property in the use and occupancy of the premises, except for User's claims arising solely out of SpVJSA's (including SpVJSA's employees, volunteers, officers, directors and board members) negligence, the delivery of this waiver being one of the considerations upon which this Agreement is accepted. This **indemnification** provision shall survive termination of this Agreement and/or completion of the Usage Term.

The undersigned hereby makes application to the Spokane Valley Jr. Soccer Association for the use of the facilities and policy described above and certifies that the information given in the application is correct. The undersigned further states that he/she has the authority to make this application for the organization and agrees that the organization will observe all the rules and the applicant agrees to accept the facilities in their present condition, and to exercise the utmost care in the use of said facilities. The applicant agrees to use those facilities as specified above. The applicant further agrees to reimburse the SpVJSA for any damage arising from the applicant's use of said facility.

**Payments of fees are due and payable upon receipt of billing. Please remit payment to:
SpVJSA, 12320 E. Upriver Dr., Spokane, WA 99216.**

The Parties agree to be bound by the Indemnification provision in Paragraph 25 of this Agreement. The User has reviewed and agrees to the Snow Removal Policy in Exhibit A. The Parties have executed this Agreement as of the Effective Date listed above.

SpVJSA:	User*:
Spokane Valley Junior Soccer Association	_____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

*User is required to provide a signed resolution, signed board minutes, or fully executed bylaws showing the signer above is authorized to enter into binding contracts for the organization.

EXHIBIT A
Snow Removal Policy

Fields will be prepared as normal unless there is snow. In the event of snow on the fields, at the sole discretion of SpVJSA, the game(s) may be cancelled without providing the User with an option for snow removal. If SpVJSA provides the User with the option of snow removal, then the following policy will be enforced:

1. Only SpVJSA will remove snow from the fields. If snow removal is required, a fee of \$125 per removal, per field for preparation of game day will be split between all user's groups/teams scheduled to use the fields each weekend at the time we plow. All regular fields' rental fees will still apply.
2. The fields will have clear lines if the snow is under an inch. If the snow is over an inch, then the fields will be plowed. User groups/teams are permitted to clear additional snow by manual labor with snow shovels. No heavy equipment including but not limited to snow blowers, plows, four wheelers, tractors, etc. shall be permitted.
3. Snow removal from the parking lot is the responsibility of SpVJSA
4. Field Marking will be done by SpVJSA weather permitting: weather may make it difficult to provide newly lined fields but we will make an effort to have them to the standards of the regular season.
5. If your game is canceled or rescheduled, you are still liable for your portion of the accumulated snow removal fees.
6. SpVJSA reserves the right to cancel games due to weather causing the fields to be unplayable.