

**OWASSO SPORTS PARK COMPLEX YOUTH BASEBALL MANAGEMENT**  
**USER AGREEMENT**

The parties to this Agreement shall be the City of Owasso, Oklahoma, a municipal corporation, (“the City”) and Champions Baseball Owasso (“Champions”).

1. USER LICENSE: The City hereby grants a User License to Champions for the administration and management of baseball activities and for the use and maintenance of all baseball facilities at the Owasso Sports Park Complex located between 106<sup>th</sup> Street North and 116<sup>th</sup> Street North in the City of Owasso. In consideration for such User License, Champions hereby agrees to the provisions of this Agreement. This Agreement may be terminated at any time by the City if Champions materially breaches the terms of this Agreement.

2. SCHEDULE: Champions shall submit a written schedule of the times and dates of all recreational and competitive league and tournament baseball games and practices to the City prior to the beginning of the baseball season. Schedule changes shall be submitted to the City and placed on its website at least one (1) day before the scheduled game or practice.

3. PERSONNEL: Champions shall provide its own umpires or referees and other necessary personnel.

4. WEBSITE: Champions shall create and maintain a website providing current information to the public regarding Owasso youth baseball recreational and competitive league and tournament information. The website shall be updated as necessary throughout the year to contain accurate and timely information.

5. LOCAL BUSINESSES: Champions agrees to utilize to the extent possible, communicate with, and support Owasso businesses. Champions agrees further to encourage its teams, tournament teams, and their families to utilize Owasso businesses in a mutually supportive relationship.

6. USER LEASE FEE:

A) Champions shall pay to the City a field lease fee consisting of the following:

- i) Five percent (5%) of the total of team entry fees collected from all ages in Owasso baseball league play in spring, summer or fall seasons.
- ii) Five percent (5%) of the total collected from all baseball tournament team entry fees for tournaments played at the Owasso Sports Park Complex

B) Payment shall be made to the City by Champions at the end of each season in the following manner:

- i) Payment for the spring season shall be made on or before June 1<sup>st</sup> of that calendar year.
  - ii) Payment for the summer season shall be made on or before September 1<sup>st</sup> of that calendar year.
  - iii) Payment for the fall season shall be made on or before November 1<sup>st</sup> of that calendar year.
  - iv) Payment for tournament fees shall be made on or before November 1<sup>st</sup> of that calendar year or within seven (7) days following completion of a tournament, whichever shall be longer.
- C) Failure to timely remit field lease fees shall be a material breach of this Agreement and may result in termination of the Agreement by the City.

7. CONCESSION FEE: Champions shall provide concessions during baseball league season and at all tournaments at the Owasso Sports Park Complex. Champions shall pay to the City a concession use fee equal to five percent (5%) of the total of all gross concession revenue received by Champions. Champions shall make payment to the City a monthly basis and the concession fee shall be paid to the City no later than the 15<sup>th</sup> of the month following the month in which the concession income was received. Failure to do so shall be a material breach of this Agreement and may result in termination of the Agreement by the City.

8. RECREATIONAL AND COMPETITIVE LEAGUES: Champions shall at all times administer, manage and offer an appropriate diversity of both recreational and competitive youth baseball leagues. Champions shall likewise appropriately allocate resources to both recreational and competitive youth baseball leagues and tournaments. Documentation sufficient to establish an equitable distribution and appropriate diversity between the scheduling of recreational and competitive leagues and tournaments shall be provided to the City by Champions prior to the beginning of baseball season. There will be no limitation on the number of players participating in either recreational or competitive leagues, and the number of recreational and competitive teams formed will be determined by the number of players. Failure by Champions to satisfy the provisions within this section shall be a material breach of the contract and may result in termination of the Agreement.

9. PLAYER FEES: Champions agrees to maintain its current 2010 player fees for the duration of this Agreement with the exception of six (6) year old and under leagues which shall be free. Scholarships shall be provided by Champions to players who meet that organization's criteria for financial hardship and need. Champions shall annually provide to the City a list of all league and tournament player fees as well as the number of scholarships awarded by Champions for that year.

10. ANNUAL FINANCIAL REPORTS: Champions shall provide an annual financial report or third party audit to the City detailing the organization's revenues,

expenses and disbursements for that year. In addition, Champions agrees to provide all tax returns and other financial documents as requested by the City's Finance Department staff. All financial documents, records, and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit with reasonable notice given that such review or audit will occur. Failure by Champions to provide annual financial reports in compliance with the provisions within this section shall constitute a material breach of the contract and may result in termination of the Agreement.

11. TERM: This Agreement shall become effective on the \_\_\_\_ day of \_\_\_\_, 20\_\_, for a period of two (2) years.

12. GENERAL MAINTNANCE: Champions shall be responsible for all routine maintenance and repairs, and specifically excluding major repairs as provided in section fifteen (15) herein which shall be the responsibility of the City, of baseball fields, bleachers, concession areas and any other facilities utilized during youth baseball season at the Owasso Sports Park Complex with no charge to the City. Champions shall also be responsible for the general clean-up and collection of trash and debris in and around all buildings, inside fenced areas of baseball fields and parking lots at the end of the last game each day and before the beginning of the first game on the following day.

13. MAINTENANCE STANDARDS: Champions agrees to maintain the high quality of playing surfaces on all baseball fields at the Owasso Sports Park Complex in good working order sufficient to ensure safety of the players, spectators, coaches, managers and all other officials and personnel at all times. All fields and facilities will be maintained to the same standards and conditions they are in when turned over to Champions by the City. Each baseball field, as often as is needed, will have dirt added, will be sprayed for weeds, will be aerated and fertilized, will have dirt lips and buildups cut out, and will be mowed and swept. Champions will mow all outfields and grass areas inside the fenced areas of the baseball fields.

In addition, Champions agrees to comply with each of the following specified maintenance standards:

- A) Playing surfaces will be kept uniform and level to allow for proper drainage and player safety. All soil areas will be maintained with a quality baseball mix soil. Regular field maintenance will be performed in such a way to avoid lip or ridge formation resulting from loose dirt being dragged or pushed into grass areas.
- B) Home plate circle diameters will be maintained between ten and fifteen feet, depending on age group, and will be maintained with baseball dirt added as needed to avoid depressions or low spots.
- C) Base circle diameters will be maintained between fifteen and eighteen feet, depending on age group, and will be maintained with baseball dirt added as needed to avoid depressions or low spots.

- D) Pitcher's mound diameters will be maintained between fifteen and eighteen feet, depending on age group, and will be maintained with baseball dirt added as needed to maintain a uniformly mounded smooth surface and avoid depressions or low spots.
- E) Pitcher's mound heights will be maintained with pitching rubber ten to eleven inches above home plate.
- F) Mowing heights will be maintained between ¾ inches and 2 ½ inches depending on season and variety of grass.
- G) Edging should be performed on a regular basis as needed to provide consistent edges and lines.
- H) Outfield fences will be kept free of any thatch that might impede drainage.

14. INSPECTION: All baseball facilities will be in good working order on the date this contract becomes effective and will be inspected by both the City and Champions before this Agreement shall be executed. The City retains the right to enter upon the baseball fields and facilities at any time for inspection, maintenance, repairs or any other purpose related to this Agreement. The City will have the baseball fields and facilities inspected two (2) times each year by a third party possessing the requisite abilities, experience and technology to determine whether or not the baseball fields and facilities are being maintained by Champions in compliance with the specified maintenance standards. A written report detailing the results of each inspection shall be provided to the City and Champions by the person performing the inspection. In the event any baseball fields or facilities are not in compliance with the maintenance standards specified by this Agreement, the City shall provide an additional written Notice of Noncompliance to Champions within five (5) business days from the date the inspection report is received by the City. The Notice of Noncompliance will state the specific nature and extent of each area of noncompliance and shall require Champions to remedy the violation and become compliant in each area within a reasonable period of time to be determined by the City. Failure to do so shall be a material breach of this Agreement and may result in termination of the Agreement by the City.

15. IMPROVEMENTS OR EMERGENCY REPAIRS: The baseball fields and facilities at the Owasso Sports Park Complex shall at all times remain the property of the City and no improvements or structures may be built upon the fields or facilities without written permission from the City. The City shall be responsible for all major repairs necessary at the Owasso Sports Park Complex including, but not limited to, rest rooms, plumbing, parking lots surfaces, fencing, general electrical issues, field lighting and poles. Monies from the Lease Fees or Concession Fees paid by Champions to the City shall be recorded by the City in a budget line item designated for repairs, maintenance, and improvements solely for baseball fields at the Owasso Sports Park Complex. Champions shall inspect the fields and facilities regularly during league and tournament play and shall immediately notify the City of any damages or repairs that are the responsibility of the City and that may be necessary.

16. RESTROOMS: The City will provide ample restroom supplies for each restroom at the Owasso Sports Park Complex. Champions will stock and clean the baseball facility restrooms prior to each day a baseball game, including both league and tournament play, is scheduled to be played.

17. INSURANCE: Champions shall maintain general liability insurance covering the premises and activities of the baseball facilities and program at the Owasso Sports Park Complex in an amount not less than One Million Dollars (\$1,000,000) and shall name the City as a co-insured. A copy of the policy shall be provided to the City Manager of the City of Owasso at the time this Agreement is executed. Champions shall maintain the required insurance with an insurer carrying a Best's "A" or equivalent rating that is licensed and admitted to write and issue insurance policies in the State of Oklahoma.

18. INDEMNIFICATION: As partial consideration for this Agreement, Champions agrees to indemnify, defend (at the City's option), and hold harmless the City, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of Champions, its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of the fields and facilities, any injury or damage that occurs on or about the fields or facilities relating to baseball activities, or Champions performance or failure to perform the terms and conditions of this Agreement. Champions shall promptly notify the City of any serious injuries occurring on the fields or facilities and of any claim asserted by any individual.

19. LAWS: This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Tulsa County, Oklahoma.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, or other communications between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions herein, and the provisions of this Agreement are intended to be and shall be deemed severable.

21. MODIFICATION ONLY BY WRITTEN AGREEMENT: This Agreement may only be modified by further written agreement between the parties. However, this Agreement may be terminated by the City for any reason upon sixty (60) days written notice to Champions.

Any such modifications shall not be effective unless executed by both parties.

**IN WITNESS HEREOF**, the parties have caused this Agreement to be executed on the date set forth below.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF OWASSO:

\_\_\_\_\_  
Doug Bonebrake, Mayor

Attest:

\_\_\_\_\_  
Sherry Bishop  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Julie Lombardi  
City Attorney and General Counsel

CHAMPIONS BASEBALL OWASSO:

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