

TERMS AND CONDITIONS
OVERLAND PARK SOCCER COMPLEX USE AGREEMENT

1. **AGREEMENT:** Any and all references to "this Agreement" shall mean and include the application to which these Terms and Conditions are attached, these Terms and Conditions, and the attached Rules and Regulations.

2. **NO REFUND and DEPOSIT:** In no event shall the Applicant be entitled to any refund of any User Fee or Deposit should any practice, game, tournament, camp or clinic, activity, engagement or other use of the Soccer Complex (hereinafter referred to as an "Event") be cancelled for any reason (unless the soccer fields on which the Event is to be held are closed due to maintenance or repair by the City and the City does not make available to the Applicant a substitute field within the Soccer Complex); provided, however, that if cancellation is due to inclement weather, and such Event is rescheduled by agreement of the parties, such Deposit and/or User Fee shall be applied to the Deposit and/or User Fee for such rescheduled event. The Deposit required hereunder shall otherwise be applied to reduce the amount of the User Fee due on the date specified above.

3. **OTHER UTILIZATION OF FIELDS:** The Applicant acknowledges that the Soccer Complex, various parts thereof and areas therein may or will be used for other non-soccer activities, events and engagements and that in order for the Soccer Complex to operate as efficiently as practicable, it may or will be necessary for the use or availability of services and facilities of the Soccer Complex to be scheduled or shared. The Applicant agrees that the City shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with the Applicant's use of the Soccer Complex, and the Applicant agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. Without limiting the generality of the foregoing, soccer fields not otherwise identified for use by the Applicant pursuant to the schedules referenced in this Section 3 above may be utilized by the City, in its sole discretion, for soccer practices and games as well as for other recreational uses, including without limitation, use by other applicants, associates or teams or by football, lacrosse or other similar sports clubs, associations or teams.

4. **CONCESSIONS:** In no event shall the Applicant be entitled to use of the concession facilities unless by written agreement between the City and the Applicant.

5. **SPONSORSHIP:** The City reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotion of the Soccer Complex. In the event that this Agreement relates to the scheduling of a tournament, a camp or clinic, Applicant shall provide to the City written notice (including the name of the sponsor and other information as may be requested by the City) of any event sponsorships ("Event Sponsorships") at the time of signing this Agreement. Event Sponsorships will be permitted unless it/they conflicts with any other sponsorships of the Soccer Complex.

6. APPLICANT DUTIES AND OBLIGATIONS:

A. The Applicant shall comply with all rules and regulations now or hereinafter established by the City with respect to use of the Soccer Complex, including the Rules and Regulations attached to this Agreement and by this reference made a part hereof (hereinafter, as the same may be amended from time to time, the "Rules and Regulations"). The City shall provide written notice to the Applicant of any rules and regulations or amendments thereof relating to the Soccer Complex established after the execution of this Agreement.

B. The Applicant shall have the sole responsibility of managing and supervising its soccer games, practices, tournaments, camps and clinics (as applicable) and other Events to be conducted at the Soccer Complex, including the rules and regulations attached to this Agreement. Such games, practices and tournaments shall be conducted pursuant to rules, policies, guidelines and/or procedures adopted by the Applicant, consistent with the terms of this Agreement and all Rules and Regulations. The Applicant shall have the sole responsibility for the safety of participants, spectators and players, including responsibility for clearing the fields in the event of lightning or other inclement weather conditions.

C. The Applicant shall not permit or allow any vendors, sales or solicitations at the Soccer Complex during any Event without the prior written approval of the City, which approval may be withheld by the City in its sole discretion.

D. The Applicant shall not discriminate on account of race, sex, religion, color, national origin, ancestry or age, in the employment of persons, use of facilities or participants associated with its programs, and shall comply with all requirements of the Americans with Disabilities Act.

E. The Applicant shall comply with all applicable local, state and federal laws and regulations in connection with its use of the Soccer Complex.

F. After each Event the Applicant shall leave the soccer fields and Soccer Complex in the same condition as such fields and Soccer Complex were in at the beginning of such Event and shall remove from the soccer fields and Soccer Complex all equipment, trash and other property of any players, coaches or other participants in any Event activities held by the Applicant at the Soccer Complex. If the Applicant fails to remove any equipment or other property after any game, practice or other event, the City shall have the right to remove such equipment or property and dispose of such property in its sole discretion.

G. The Applicant shall be responsible for any damage to the Soccer Complex caused by the Applicant or any member or participant in any Event sponsored or conducted by the Applicant at the Soccer Complex.

H. Alcoholic beverages of all types and descriptions are prohibited from being brought onto the Soccer Complex premises by anyone and Applicant agrees to enforce this rule with its teams, volunteers, and fans. The Applicant shall not permit any vendor or other person to sell any type of food, drinks or snacks of any kind that may be consumed on the Soccer Complex premises.

I. The Applicant agrees to indemnify the City in connection with all losses, claims, demands, judgments, loss, liabilities, damages, costs, and expenses (including attorneys' fees) in connection with, on account of or arising from (i) any failure by the Applicant to perform its obligations hereunder, or (ii) any accident, injury, or damage to person or property on or about the Soccer Complex or otherwise arising out of or relating to the use of the Soccer Complex by the Applicant, or any of its members, employees, participants or invitees. In no event shall the City be liable for an accident, injury or damage to person or property in, on or about the Soccer Complex or otherwise relating to use of the Soccer Complex by the Applicant or any of its members, employees, participants, or invitees.

J. The Applicant shall have available at all times the permit issued to Applicant for use of the fields specified in this Agreement.

K. The Applicant or coaches of the team(s) using the fields pursuant to this Agreement shall review with all participants all rules and regulations attached to this Agreement in advance of any Event or any use of the fields.

7. FACILITIES AVAILABLE FOR USE: The City hereby grants to the Applicant the right to use the fields designated in this Agreement and related parking areas, restrooms and other common facilities within the Soccer Complex.

8. DEFAULT: The following shall constitute an event of default ("Event of Default") by the Applicant under this Agreement.

A. The Applicant fails to timely pay to the City the amounts required to be paid to the City hereunder; or

B. The Applicant shall fail to observe, keep or perform any other provisions of this Agreement, including the Rules and Regulations attached hereto; or

C. The Applicant shall fail to obtain and maintain the insurance coverage required hereunder; or

D. The filing of any bankruptcy action by or against the Applicant, the insolvency of the Applicant, or the general assignment by the Applicant of its assets for the benefit of its creditors.

9. REMEDIES: Upon the occurrence of an Event of Default hereunder, the City shall have the right to exercise any one or more the following remedies, concurrently or separately, and within any election of remedies being deemed to have been made:

A. The City may terminate this Agreement;

B. The City may pursue any other right or remedy available at law or in equity, including damages for the failure by the Applicant to perform its obligations under this Agreement.

No right or remedy herein conferred upon or reserved to the City is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by the City of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

10. NO ASSIGNMENT: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that the Applicant shall have no right to assign or transfer its rights under this Agreement without the prior written consent of the City, which consent may be withheld by the City in its sole discretion.

11. NO LEASE; CONTROL OF SOCCER COMPLEX: This Agreement is solely an agreement permitting the Applicant's use of the Soccer Complex as herein provided; no possessory rights are granted to the Applicant hereunder and in no event shall this Agreement be deemed to be a lease between the City and the Applicant. In permitting the use of the Soccer Complex as provided in this Agreement, the City does not relinquish the right to enforce all necessary and proper rules and laws for the efficient and effective operation of the Soccer Complex and the safety of the public. Duly authorized representatives of the City may enter the Soccer Complex at any time and on any occasion without restriction, for the enforcement of any such rules and laws.

12. FINANCING OF THE SOCCER COMPLEX: The City intends to issue tax-exempt general obligation bonds to provide financing for the construction of the Soccer Complex. If the Applicant is a 501(c)(3) corporation, it agrees, throughout the term of this Agreement, to maintain its status as a 501(c)(3) corporation.

13. NOTICES AND OTHER COMMUNICATIONS AMONG THE PARTIES: All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed (i) IF TO THE CITY: City of Overland Park, City Hall, 8500 Santa Fe Drive, Overland Park, KS 66212, Attention: Manager, Soccer Park Operations or (ii) IF TO THE APPLICANT: to the address set forth on application, or at such other address as any party shall have furnished to the other parties in writing.

14. DUE AUTHORIZATION: Each person executing this Agreement on behalf of the Applicant certify that he or she has authority to act on behalf of such party and that this Agreement has been duly and properly authorized and approved.

15. COSTS AND EXPENSES: Each party hereto agrees to be responsible for its own costs and expenses, and those of such party's attorneys, accountants and other consultants, with respect to this Agreement.

16. SEPARABLE PROVISIONS: If any provision herein is found to be in conflict any applicable laws or regulations of the State of Kansas or any other applicable law or regulation, it is the intent of the parties that such provision shall have no force or effect, and the remainder of the agreement set forth herein shall be valid as though such conflicting provision had not been written or made a part hereof.

17. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

SOCCER COMPLEX USE AGREEMENT RULES AND REGULATIONS

- No person shall engage in any sale of merchandise, services or operate any concessions without prior approval.
- The Applicant must provide adequate supervision of all players on the fields. Misuse of the facility or failure to conform to the regulations will be sufficient reason to deny any future application.
- Alcoholic Beverages and/or illegal substances are prohibited on City property. Appropriate law enforcement agencies will be notified when violations occur and appropriate action against all involved parties will apply.
- Players are prohibited from chewing gum while on the fields. Gum may damage the surface of the field and the Applicant shall be responsible for any and all costs incurred by the City for proper removal of gum found on any field(s) used by Applicant.
- Players are prohibited from bringing any food onto the fields, including sunflower seeds.
- Lighted areas close at 11:00 p.m., unlighted areas are closed at dusk.
- Specific prior permission is required for decorations or alterations to fixtures, walls, etc. or posting of signs for the purpose of advertising or decorating that facility or for any other purpose without first having obtained the written permission of the City. A reasonable charge may be assessed to remove any such items (if not promptly removed by the Applicant). Applicant shall be required to repair any damage caused by such advertising or decorations.
- No grills or cookers allowed indoors or on playing surfaces or land adjoining the playing surfaces.
- No amplifiers or devices that produce loud noises shall be permitted.
- Glass containers are prohibited in all areas.
- Pets, skates of any kind, skateboards, and bicycles are prohibited in all areas (excepting, as to skates and skateboards, the skateboard park area).
- Only appropriate footwear (no track spikes or track shoes that may damage the soccer fields) may be used on the soccer fields.
- No golf carts (excepting Soccer Complex vehicles) unless or other similar motorized vehicles shall be permitted on any portion of the complex without the written approval of the City.
- No firearms, air rifles, BB guns, spring guns, bow and arrows, slings or any other form of weapon dangerous to human safety are allowed on the facility grounds at any time.
- It is prohibited for any person to engage in boisterous, threatening, abusive, insulting, indecent or profane language or to engage in any disorderly conduct or behavior leading to a breach of the public peace and enjoyment of the facility. The City reserves the right to remove, or have removed, any person(s) due to abusive conduct or a non-cooperative attitude.
- No person or group shall store, leave or otherwise allow remaining at the facility, any materials, supplies, equipment or other physical accessories without written permission of the City. A reasonable charge may be assessed by the City to remove any such items.
- The City reserves the right to remove, or have removed, any person(s) due to a violation of any of these rules.
- No smoking shall be permitted within the Soccer Complex.
- Overnight parking is prohibited, including overnight parking of any motor homes or other recreational vehicle.