



City of Athens, Tennessee

TOURNAMENT CONTRACT AGREEMENT

Contact Person _____ Company/Association _____

Phone _____ Fax _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Tournament Name _____

This agreement is made this _____ day of _____, _____ between the City of Athens, Tennessee and company/association or individual noted above hereinafter referred to as LESSEE.

WITNESSTH:

In consideration of the mutual covenants contained in this Agreement, City of Athens, Tennessee and LESSEE agree as follows:

1. LEASED SPACE: City of Athens, Tennessee grants to LESSEE permission to use the portion (s) of the City of Athens, Tennessee, Athens Regional Park, hereinafter referred to as "Premises."

2. PURPOSE: LESSEE shall use softball/baseball complex for the sole purpose of hosting a _____ tournament, hereinafter referred to as Tournament.

3. USE DATES: LESSEE'S use of the Premises shall be limited to the following dates:

Tournament date(s) and times _____

Starting date(s) and times _____

Completion date(s) and times _____

4. FEE, TERMS, AND EXPENSES AND CHARGES: LESSEE shall pay to the City of Athens, Tennessee the cumulative total of all expenses, fees and charges which may arise out of the LESSEE's use of the Premises, including, without limitation, the "Basic Tournament Fee" and "Additional Expenses" as defined hereafter:

BASIC TOURNAMENT FEES

Deposit	\$ <u>100.00</u>	Date Due _____	
Number of teams:	_____ X \$ _____	per team	Total Due \$ _____
Foundation fee: Number of teams:	_____ X \$ <u>\$2</u>	per team	Total Due \$ _____
(\$25 minimum fee, \$100 maximum fee)			
Field lights # hour(s) at \$10.00 per hour	_____		Total Due \$ _____
Additional Field Preparation # of fields at \$35 per field	_____		Total Due \$ _____
Meeting room # days at \$20.00 per day	_____		Total Due \$ _____
TOTAL FEES DUE	\$ _____	Estimated balance due upon completion	\$ _____

Number of teams, light hours and field preparations will be verified at Tournament.

FEE CHART

State/National Qualifier, Local or Invitational Tournament:

1-10 Teams	\$25.00 Per Team
11 – 20 Teams	\$20.00 Per Team
21 and up	\$15.00 Per Team

State/National Championship Tournaments, which include the meeting room at no charge, are:

1 – 10 Teams	\$20.00 Per Team
11 – 20 Teams	\$10.00 Per Team
21 and up	\$5.00 Per Team

Use of field lights are \$10.00 per hour/per field

A 10% late charge of the total fees due shall be paid as additional rent for any payment or portion thereof not received by the City of Athens, Tennessee by the due date.

B. ADDITIONAL EXPENSES PER TEAM: LESSEE agrees to pay the City of Athens, Tennessee any and all "Additional Expenses" incurred in connection with the Tournament. Additional Expenses shall be defined as any and all expenses advanced by the City of Athens, Tennessee on behalf of LESSEE in connection with the Tournament. In no way does this paragraph contemplate an obligation on behalf of the City of Athens, Tennessee to advance any funding whatsoever, including, but without limitation, expenditures for payment of ticket sellers, ticket takers, maintenance personnel, attendants, casual labor, security, building or property damage, catering services, trash removal, equipment rental, decorating services, and contract services.

5. EXPENSE SETTLEMENT: Any additional known expenses must be paid in full by LESSEE on or before work is begun or service is activated. Additional expenses incurred after start of Tournament are due and payable upon completion of the Tournament and prior to completion.

6. **INSURANCE:** LESSEE shall obtain and maintain, until the completion of the Tournament, a one million dollar (\$1,000,000) general liability insurance coverage with respect to claims arising out of the subject matter of this Agreement.

LESSEE shall name the City of Athens, Tennessee as an additional insured as its interests may appear on the above policies.

LESSEE shall furnish the City of Athens, Tennessee at least fourteen (14) days prior to Tournament, certificates evidencing the required insurance coverage and expressly providing that such coverage shall not be cancelled or materially altered except after thirty (30) days prior written notice of such cancellation or material alteration to the City of Athens, Tennessee at the address set forth in paragraph 30 of this Agreement. In the event that proper evidence of such insurance is not so provided to the City of Athens, Tennessee, the City reserves the unqualified right to deny LESSEE use of Premises and/or cancel the Tournament. LESSEE expressly acknowledges that any failure to obtain such insurance is a material breach of the Agreement.

7. **INDEMNIFICATION AND ALLOCATION OF RISK:** LESSEE agrees to be responsible for and pay, indemnify and hold harmless the City of Athens, Tennessee, its officers, agents and employees against any and all loss, cost or expenses, including reasonable attorney's fees, resulting from any claim or legal action of any nature whatsoever, whether or not reduced to a judgment for any liability of any nature whatsoever that may arise against the City of Athens, Tennessee in connection with the Tournament or in connection with any of the rights or privileges granted by the City of Athens, Tennessee to LESSEE in this Agreement, including, without limitation, any patent, trademark, franchise, copyright, libel or defamation claim or suit and any claim or suit based upon LESSEE's or LESSEE's agents, servants, employees', or invitees' intentional or negligent acts or omissions. Rental and storage equipment or property of the LESSEE or its owners, dealers, or agents shall be at LESSEE's sole risk and expense. LESSEE agrees to hold the City of Athens, Tennessee harmless for any damage to or loss of any property of the LESSEE however such damage or loss shall occur, including damage due to the City of Athens, Tennessee's negligence.

8. **COMPLIANCE WITH LAWS AND REGULATIONS:** LESSEE and its agents, employees, contractors and subcontractors shall comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies and with all the City of Athens, Tennessee rules and regulations adopted or established by federal, state or local governmental agencies or bodies and with all the City of Athens, Tennessee rules and regulations applicable to the Premises and as amended during the term of the lease.

9. **LICENSES AND PERMITS:** LESSEE shall pay promptly all applicable taxes and fees, obtain all licenses or permits for use for the Premises required by federal, state or local laws and ordinances and LESSEE shall provide evidence of compliance with such federal, state or local laws and ordinances upon demand therefore by the City of Athens, Tennessee.

10. **TOURNAMENT REQUIREMENTS:** Without the prior approval of the City of Athens, Tennessee, LESSEE shall not bring onto the Premises any material substance, equipment or object which may endanger the life of, or may cause bodily injury to any person on the Premises or which may constitute a hazard to property thereon as reasonably determined by the City of Athens, Tennessee and LESSEE. The City of Athens, Tennessee reserves the right with LESSEE, to refuse to allow any such material, substance, equipment or object to be brought on the Premises and further right to require its immediate removal there from.

11. **BASIC FACILITY:** The City of Athens, Tennessee shall provide to LESSEE all public areas cleaned and restrooms stocked. All other services required by LESSEE shall be at the expense of LESSEE. The City of Athens, Tennessee retains the right in consultation with LESSEE to specify the number of personnel utilized by LESSEE, at LESSEE's sole cost and expense including, without limitation, ticket sellers, ticket takers, admission attendants, parking lot personnel and security. Only the City of Athens, Tennessee authorized personnel or their agents may serve as security. All security must be arranged through the City of Athens, Tennessee.

12. **ADDITIONAL FACILITY EXPENSES:** Shall include without limitation, services and facilities in addition to Basic Facilities as specifically required by LESSEE including, without limitation, the following: equipment or service, staff overtime, ticket services, security, phone service, quick dry and tractors.

13. **UTILITY CONNECTION:** Contracts for usage, installation or alteration of additional electricity, gas, or plumbing shall be at the expense of LESSEE and must be contracted directly through the City of Athens, Tennessee solely. All such connections and related work will be at the expense of the LESSEE, including any related costs incurred by the City of Athens, Tennessee, which shall be considered as out-of-pocket expenses.

14. **TECHNICIANS:** All lighting, sound and technical equipment must be operated by personnel authorized by the City of Athens, Tennessee. Such authorization shall not be unreasonably withheld.

15. **FOOD AND MERCHANDISE SALES:** Food and beverages shall be served through the City of Athens, Tennessee or the City's duly licensed caterer exclusively. No food or beverages of any type may be sold on the Premises by LESSEE. Alcoholic beverages of all types and descriptions are prohibited from being brought onto the Premises by anyone and LESSEE agrees to enforce this rule with its teams and workers. LESSEE agrees not to permit any of its dealers or agents to sell any type of food, drinks or snacks of any kind that may be consumed on Premises.

16. **PARKING PROCEDURES:** All loading and unloading shall be conducted in the presence of an employee of the City of Athens, Tennessee. No loading or unloading of any type will be permitted in the plaza area 30 minutes prior to first game start time or 15 minutes after the end of the last game. All Tournament personnel, service contractors, exhibitors, and other Tournament participants are required to park in the parking area provided. Do not drive on the plaza area unless directed to do so and in the presence of an employee of the City of Athens.

17. **CONTROL OF FACILITY AND RIGHT TO ENTER:** In permitting the use of the Premises, the City of Athens, Tennessee does not relinquish the right to enforce all necessary and proper rules and laws for the management and operation of the Premises and the safety of the citizens. Duly authorized representatives of the City may enter the Premises at any time and on any occasion without restriction, for the enforcement of any such rules and laws and to oversee management of the Premises. The City reserves the right to remove or cause to be ejected from the Premises any person engaging in dangerous, unsafe, or illegal conduct and neither the City nor its agents, officers, or employees shall be liable to LESSEE for any damages that may be incurred by LESSEE as a result of the exercise by the City of such right. The City in consultation with LESSEE reserves and maintains the right to stop or prevent the Tournament and evacuate the Premises, where in the City's and LESSEE's discretion such action is required for public safety, without limitation on the part of the City. Gates to the Premises shall be opened for such times and in the manner solely prescribed by the City.

18. **ACTION IN PUBLIC INTEREST:** LESSEE agrees that it is the policy of the City to serve the public in the best possible manner and LESSEE agrees that it, and its employees and agents shall at all times cooperate with the City in effecting this policy and maintaining the public faith.

19. BROADCAST AND/OR RECORDING RIGHTS: CITY reserves the rights and privileges for radio and television broadcasts, and recording, either visual or audio, originating from the Facility during the term of this Agreement. Should the City grant to LESSEE such privilege, this grant must be in writing prior to broadcast and to recording date and City has the right to require advance payment of any estimated related costs to the City and may also require payment for said privilege in addition to other fees.

20. SEATING CAPACITY: At no time shall the LESSEE sell or otherwise dispose of, or permit to be sold or otherwise dispose of, tickets in excess of the capacity of that area of the Premises covered by this Agreement. Further, in areas where seating is not provided, the LESSEE shall at no time admit a large number of persons than can safely and freely move about. LESSEE will not permit chairs or other objects to be or remain in the sidewalks or exit ways and will keep all sidewalks and exit ways clear at all times. Sidewalks, grounds, entries, passages, abutting streets and all ways of access to public utilities of said Premises shall not be obstructed by the LESSEE, his agents or employees, or used for any purpose other than ingress to and egress from the Premises.

21. LOST ARTICLES: The City shall have the sole right to collect and have custody of articles left in the Facility by persons attending any Tournament given or held at the Premises, and LESSEE or any person in LESSEE's employ shall not collect or interfere with the collection or custody of such articles.

22. DISCRETIONARY MATTERS: Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the City management.

23. PERFORMANCE APPROVAL: City retains approval right of performance, exhibition or entertainment to be offered under this Agreement, and LESSEE agrees that no such activity or party thereof shall be given or held if City provides written objection on the grounds of character offensive to public morals, failure to uphold Tournament advertising claims or violation of Tournament content. These restrictions are agreed upon by both parties at the time of completion of this Agreement.

24. NON-DISCRIMINATION: In its use and occupancy of the Premises, LESSEE shall not discriminate against any person or class by reason of age, sex, handicap, color, race, creed, religion or national origin.

25. OBJECTIONABLE PERSONS: City reserves the right to eject from the Premises any objectionable person or persons, and neither City, its officers, agents, or employees shall be liable to LESSEE for any damages that may be sustained by LESSEE through the exercise by City of such right.

26. PARKING: All parking rights and privileges are reserved by City of Athens, Tennessee with respect to any parking on the Premises and at the Facility except as otherwise specifically agreed in writing executed by the parties hereto. LESSEE and its patrons shall be provided with full access to the parking available at the Facility at no charge to LESSEE or its patrons. At no time shall LESSEE charge a parking fee to any person or persons.

27. ADVERTISING: LESSEE agrees that all advertising of the Tournament will be honest and true and will include accurate information concerning Tournament dates, entry fees, and any other proposed changes.

28. AGREEMENT TO QUIT PREMISES: LESSEE agrees to quit the Premises at the end of this Agreement and leave the Premises and any other City property in the same condition as the commencement of the Tournament. In the event the Premises are not vacated by LESSEE when herein specified at the end of the term, City is hereby authorized to remove from the property, at the expense of LESSEE, all goods, wares, merchandise and property of any and all kinds and description placed therein by the LESSEE and LESSEE agrees to hold the City harmless and free of all liability for damages or loss which may be sustained either by reason of such removal or of the place to which it may be removed, and the LESSEE is hereby expressly released from any and all such claims for damages of whatsoever kind or nature. Any equipment or effect of the LESSEE remaining on the leased Premises or having been removed to other Premises as provided herein for more than ten (10) days after the expiration of the lease shall be deemed abandoned and disposed of by City in accordance with law.

LESSEE shall remove all of its material from the Premises at the termination time of this Agreement. City may remove at the expense of LESSEE all materials remaining on the Premises at the termination time of this Agreement. LESSEE shall be responsible for payment of storage costs for such material and city in no way is responsible for and LESSEE agrees to hold City harmless from loss, damage, or claims with respect to material removed or stored under the terms of the Agreement.

29. ASSIGNMENT: LESSEE shall not assign or transfer any right of interest under this Agreement without City's prior written approval of satisfactory evidence of such assignment and LESSEE agrees that such assignment without prior written approval of City shall be null and void. This lease may be canceled and LESSEE agrees that this lease may be considered null and void should there be any material change in ownership of LESSEE.

30. NOTICE: Notice to City required by this Agreement shall be sent by certified mail, return receipt requested, to Athens Parks and Recreation Department, P.O. Box 849, Athens, TN 37371-0849; notice to LESSEE hereunder may be sent by regular mail or certified mail, return receipt requested, to LESSEE's address as set out in the first paragraph of this Agreement.

31. CERTIFICATION: The undersigned hereby certifies that he or she is legally authorized to enter into this Agreement on behalf of LESSEE and to bind LESSEE to the terms and conditions contained herein and that LESSEE is legally authorized to enter into this Agreement.

32. RELATION TO OTHER PARTIES: It is not intended by ANY of the provisions of ANY part of this Agreement to confer a benefit upon any other person or entity not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement, including without limitation, any claim or suit for personal injuries, property damage or loss of profits or expenses.

33. GOVERNING LAW: This Agreement shall be construed and enforced under the laws of the State of Tennessee.

34. SEPARATE PROVISIONS: If any provisions of this Agreement should be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

35. CANCELLATION POLICY: If LESSEE cancels this Agreement in writing 45-days or more prior to Tournament date, the City shall refund 50% of any deposit paid by LESSEE to City. If LESSEE cancels this Agreement 30-days prior to Tournament date, the City will refund 25% of any deposit paid by LESSEE. If LESSEE cancels this Agreement 14-days, or less, prior to Tournament, then LESSEE shall forfeit any deposit and the unpaid balance of the Tournament fee shall immediately become due and payable in full.

36. COMPLETE AGREEMENT: This Agreement constitutes the final complete and exclusive statement of the terms of the understanding between City of Athens, Tennessee and LESSEE. All terms and conditions of this Agreement shall be binding upon City and LESSEE, their heirs, successors or assigns, and cannot be modified by any oral representation or promise of any agent or other representative by either City or LESSEE. This Agreement may be modified only by written instruments properly executed by City and LESSEE.

LESSEE agrees to utilize the services of and honor any Agreements that City may have entered into on behalf of City with any private contractors or suppliers of services to the Premises.

LESSEE

LANDLORD: City of Athens, Tennessee

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

Thorguard Information:

Thor is a system that is designed for detection and protection against lightning strikes.

Thor works by releasing 1 loud blast and flashing the amber light located on top of the concession building. Once the single blast is made, please go to your vehicle, roll up your windows and wait for conditions to return to safe.

Safe conditions are signaled by 3 short blasts and the amber light will stop flashing. Once you hear the 3 short blasts, you may return to the playing field.