

**CITY OF SHOREWOOD
ANNUAL ATHLETIC FACILITIES
MEMORANDUM AGREEMENT**

THIS MEMORANDUM AGREEMENT, entered into this _____ day of _____, 20_____, by and between the _____, hereinafter called the “Athletic Association”, and the City of Shorewood, a Minnesota Municipal Corporation, hereinafter referred to as the “City”;

- 1) The City agrees to provide to the Athletic Association the use of the facilities located at _____ (the facilities) for those date and times specifically set forth in the schedule approved by the City.

The Athletic Association shall submit a ‘sports data request’ schedule form to the City for field scheduling. The schedule should show a 15 minute break between games or warm-up sessions. Such submission shall be made within five days of execution of this agreement, or prior to the Sports Information Meeting. Said ‘requested’ schedule shall be reviewed by the City who may change the dates and times and amend the ‘requested’ schedule as it deems in the best interest of the City. After approval by the City, the schedule shall become ‘final’, and no changes shall be made without written notice to the City. The Athletic Association shall contact the City if it moves, postpones, and cancels and event if it reasonably appears that damage to the facility will result from its use. The City shall have the right to require that an event be moved, postponed, or cancelled if it spears that damage to the facility might result from its use due to inclement weather or other unsuitable conditions.

- 2) The Athletic Association shall use the fields in the manner in which the fields were designed and for their intended purpose only. If the Athletic Association wishes to use additional fields other than previously scheduled times for practices, tournaments, or any other event, it will contact the City for approval before using the fields.
- 3) The Athletic Association shall be solely responsible for any required markings, or lining of field facilities. It shall also be responsible for the proper parking of spectators cars in designated areas and for proper crowd control; no cars or vehicles shall be permitted to park on grassy areas, in ‘no parking zones’, or to obstruct/interfere in any way access to any City building/property in case emergency vehicles are called out. As outlined in the Facility Use Agreement.
- 4) After each use of the facilities, the Athletic Association agrees to clean up all trash and rubbish and leave the premises in a clean and orderly condition.
- 5) The Athletic Association shall file a copy of a liability insurance policy naming the City as insured in the amount of \$500,000 with the Administrator, together with a signed copy of this agreement and a copy of the approved schedule before using the facilities for any purpose.
- 6) This agreement shall be in existence for the balance of one year subject to its being revoked on 10 days notice. In case of vandalism, of lack of control of the spectators, or violation of any terms of this contract by the Association, the City shall be entitled to revoke use of the field by the Athletic Association with a written notice. The Association has the right to appeal to the City Council if it so desires during the 10 day notice period from date of this notice.

- 7) Tournaments without special consideration may be approved by the City, although any change on Park property requires written authorization by the City. All policies, rules, and regulations for City parks will be in effect. The sponsors will be entirely responsible for the operation of the tournament, and will be expected to assume financial responsibility in case of damage, loss, etc.
- 8) If the Athletic Association wishes to hold a tournament, it shall comply with the tournament policy by submitting a tournament application detailing the field(s) or rink(s) requested, tournament dates, tournament times, events, participants, insurance coverage, responsible party/contact (name/address/phone-work and home), availability of medical assistance, and any other pertinent information to the City. The City will verify if tournament date(s) requested conflict with any other City event(s) before approval is given. The Athletic Association must provide a final schedule of events to the City one week prior to the tournament.
- 9) Any use of the facilities by the Athletic Association other than that authorized herein shall result in an immediate forfeiture of further rights to use the facilities.
- 10) The Athletic Association shall review the restrictive provisions of this agreement with each of its coaches and provide them with copies thereof.
- 11) Communication: Use/Groups will meet annually with Public Works, to discuss safety concerns/improvements of previously donated improvements to the parks.
- 12) City commits to providing a Base Level of Service – for example; Maintaining Fields which includes, but is not limited to, mowing the grass, dragging the fields daily, lining fields, aerating and fertilizing fields annually.

CITY OF SHOREWOOD

ATHLETIC ASSOCIATION

By: _____

By: _____

Title: _____

Title: _____