



Come Play on Our Team!

Tri-Cities Youth Soccer Association Application and Usage Agreement for Tournament Activities

Approved:
Yes: _____ No: _____
Date: _____

Tournament Organizer/Host: _____
 Address: _____
 Cell Phone: _____
 E-Mail: _____

Tournament Directors Name: _____
 Address: _____
 Cell Phone: _____
 E-Mail: _____

Alternate Contact: _____
 Cell Phone: _____
 E-Mail: _____

Tournament Name: _____

Tournament Dates: _____

Hours of Use: Start time: _____ End Time: _____

Setup/Take down dates and times: _____

Tournament Description:

Age Groups of Tournament Teams: _____

Number of teams participating: _____

If unknown list maximum number of teams which can register in tournament: _____

Number of people expected (per day): Participants: _____ Spectators: _____

Insurance Policy Information for Tournament Organizer/Host:
 Insurer: _____
 (provide a copy of insurance certificate)

This Tri-Cities Youth Soccer Association (T-CYSA) Application and Usage Agreement for Tournament Activities (this "Agreement" or "Tournament Agreement" or "Application") is made this ____ day of _____, 2____ (the "Effective Date"), by and between T-CYSA and User (as defined in the application section above as the Tournament

Organizer/Host). T-CYSA and User may herein individually be referred to as a "Party" and collectively as the "Parties."

T-CYSA operates and maintains soccer-related fields, facilities and programs at T-CYSA which is now known as T-CYSA Soccer Complex

User desires to use T-CYSA Soccer Complex for soccer related activities on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Usage Fee (described below) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, T-CYSA grants User the right to use T-CYSA Soccer Complex on the following terms.

1. **Usage Fee:** User agrees to pay to T-CYSA a usage fee in accordance with the usage fees set forth below.

Single Field: \$700 per field, per tournament day (six fields or less)

\$500, per SET-UP day* and/or TAKE-DOWN day**

Included in Single Field Usage Fee:

- Field setup
- Restrooms and Port a potties
- Trash disposal

Entire Complex: \$7,000 per tournament day with a 2 day tournament

\$500, per SET-UP day* and/or TAKE-DOWN day**

(Applicable if set up/take down interferes with other field rentals)

Included in Entire Complex Usage Fee:

- Field setup
- Conference Room
- Restrooms and Port a potties
- Trash disposal

*SET-UP fee will be charged for any day that User is at the facility to get the tournament set up.

**TAKE-DOWN will be charged for any and all days that User is here for take down, and also for any and all days that T-CYSA stores equipment for User's tournament.

Please help keep the fields, sidelines and premises clean during the tournament. Additional disposal and/or cleanup fees may be billed to User if excess garbage is left on the premises (not in garbage receptacles) at the conclusion of the tournament. Prior to User being charged any disposal and/or cleanup fees, T-CYSA will notify, or attempt to notify, the Tournament Director and provide the User with the immediate opportunity to clean up the premises. As a last resort, User will be billed up to \$50.00 per man-hour plus any disposal costs for cleanup performed by, or on behalf of, T-CYSA at the conclusion of the tournament.

Unless directed otherwise, T-CYSA will email and mail the final invoice to the address provided for the Tournament Organizer/Host and Tournament Director.

The Usage Fee is due and payable upon receipt of an invoice from T-CYSA at 6160 Burden Blvd, Pasco, Washington, 99301. A late fee of ten percent (10%) will be assessed on any sums outstanding fourteen (14) days from the date of the final invoice. In addition, T-CYSA may require pre-payment of up to 75% of the expected total invoice amount for those leagues/associations/clubs which do not have an established payment history with T-CYSA, or alternatively, do have a delinquent payment history with T-CYSA.

Additional Requirements for Entire Complex Usage

Golf Carts: Up to 8 golf carts and overnight storage

Security: Pasco Police Reserves

Please initial one option below:

_____ Tournament Director will schedule and pay for services directly from T-CYSA vendors and/or contacts.

_____ Tournament Director elects to have T-CYSA provide extra services. User will be billed vendor costs +20% by T-CYSA.

Qualified medical personnel are required to be on site if User is renting the entire complex. The type of medical personnel shall be at the discretion of the User and/or Tournament Director.

Please initial one option below:

_____ Tournament Director will ensure that a certified athletic trainer is on site during the entire tournament. Tournament Director will schedule and pay provider for any and all costs incurred.

_____ Tournament Director will ensure that an EMT is on site during the tournament. Tournament Director will schedule and pay provider for any and all costs incurred.

_____ Tournament Director will ensure that a medical professional qualified as a/an is on site during the tournament. Tournament Director will schedule and pay provider for any and all costs incurred.

_____ Tournament Director elects to have T-CYSA provide medical personnel during the tournament. User will be billed by T-CYSA for the cost of the medical personnel +20%. Please state which level of medical personnel you will require: If this option is selected, T-CYSA reserves the right to require User to pre-pay for the anticipated cost (i.e. cost +20%) of the medical personnel services at least ten (10) days in advance of the scheduled tournament.

2. **Usage Term:** T-CYSA hereby grants user a non-exclusive, limited license to use T-CYSA Soccer Complex during the Tournament Date(s) listed above ("Usage Term"). In no event shall this Agreement or the usage of T-CYSA Soccer Complex by User be

construed to create the relationship of landlord and tenant between T-CYSA and User. User acknowledges that without the express written approval of T-CYSA, no rights exist or may be implied to extend the use of T-CYSA Soccer Complex beyond the Usage Term.

3. **Use:** User accepts T-CYSA Soccer Complex in its as-is, where-is condition. User shall use T-CYSA Soccer Complex during the Usage Term for the sole purposes of conducting soccer related activities, including, but not limited to, soccer games, soccer clinics, soccer training, and/or referee training. No more than two sports teams may utilize any one soccer field at a time. 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 T-CYSA Soccer Complex, 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 T-CYSA Soccer Complex arising from User's and User's Employees/Coaches or Volunteers and User's Guests' use thereof except normal wear and tear.

The Maximum number of teams that T-CYSA Soccer Complex can accommodate is 250. If the tournament has more teams than this, it is the responsibility of the Tournament Director to secure other locations to accommodate the additional teams.

T-CYSA staff will be available during the tournament to open the facility, for facility maintenance, trash compacting, and locking facilities. T-CYSA will provide a 24 hour emergency phone number for User to utilize during the tournament and Tournament Director will be available for T-CYSA to contact via cell phone during the entire tournament.

The Tournament Director or a representative designated by User will be required to attend a pre-event walk through and a post-event walk through of the facility with a T-CYSA staff member.

Dogs/Animals are NOT allowed at T-CYSA Soccer Complex at any time. Service animals ONLY are allowed. This restriction must be advertised and posted by the User and/or the Tournament Director.

Concession Stand: T-CYSA will have the choice of opening/operating the concession stand during the tournament. Whether or not the concession stand is operated will depend on the size and scope of the tournament. In advance of the tournament, T-CYSA will notify the Tournament Director as to whether or not the concession stand will be open.

Additional Vendors: The use of additional vendors and/or merchants at the tournament shall be subject to review and approval by T-CYSA and can be submitted in writing at a later date to T-CYSA. If at the time of submitting this Application the User would like T-CYSA to consider allowing additional vendors or merchants at the tournament, please identify the vendor/merchant and describe what goods and/or services that they would be providing.

4. **Scheduling and Availability:** User shall contact the Director of T-CYSA to schedule the use of T-CYSA Soccer Complex, including the soccer fields and facilities, during the Usage Term. User acknowledges and agrees that the User's use of T-CYSA Soccer Complex may be modified by T-CYSA in T-CYSA's sole and absolute discretion based upon field and facility availability and conditions. In the event field conditions warrant no use as determined by T-CYSA in its sole and absolute discretion, User agrees to not use T-CYSA Soccer Complex during the period of no use and no Usage Fee shall be due T-CYSA by User for the period of no use.
5. **Referees:** The Tournament Director is responsible for obtaining certified referees for all tournament games. The Tournament Director and/or the User are responsible for payment of the referees.
6. **Priority of Use:** The Parties acknowledge that Plantes 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, T-CYSA has developed, through an open, public process, a scheduling policy for use of T-CYSA Soccer Complex taking into account the following priorities in the following order: (a) youth soccer services for boys and girls within T-CYSA; (b) other youth soccer organizations; (c) middle school soccer program use; and (d) community events and sporting activities that may be compatible with T-CYSA Soccer Complex. The rental of the facilities and fields will be subject to the priorities set forth in this paragraph.
7. **Maintenance:** Except as otherwise provided herein, T-CYSA shall manage and schedule the T-CYSA Soccer Complex.
8. **Reservations:** Tournament reservation requests must be made sixty (60) days in advance. Weekend usage will be based on availability and Board approval.
9. **Deposit:** A \$1,000.00 non-refundable deposit is due with submission of this application. The balance is due upon receipt of the final invoice. A late fee of ten percent (10%) will be assessed on any sums outstanding fourteen (14) days from the date of the final invoice.
10. **Cancellations:** A minimum thirty (30) day notice is required on any cancellations once the tournament has been confirmed as scheduled. There is no refund of the deposit. If cancellation occurs less than 30 days before the event, all fees are still owed.
11. **Termination:** T-CYSA reserves the right to terminate this Agreement at any time, including, without limitation, after the commencement of the Usage Term, if T-CYSA determines that User has violated any of the terms or provisions of this Agreement.
12. **Trash:** User is responsible for picking up all trash and litter from the playing field and/or facility and surrounding area after each use. User is responsible for bringing all trash cans/recycle bins to the trash container during the tournament and after wrap-up of the tournament. User will be responsible for replacing all trash cans/recycle bins to the fields after compacting has been completed each day.
13. **No Assignment:** This Agreement nor the use of T-CYSA Soccer Complex by User may be assigned or sublet to any other party without the express written consent of T-CYSA which consent will not be unreasonably withheld, provided that the User's assignee agrees to comply with and be bound to the same terms and conditions set forth in this Agreement.
14. **Parking:** User acknowledges and agrees that the designated parking areas are operated and maintained by T-CYSA. No parking fees may be assessed or collected by User. T-CYSA will collect parking fees of \$10 per weekend for the tournament. T-CYSA is entitled to retain all parking revenue collected during the tournament.

15. **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.
16. **Alcoholic Beverages:** User acknowledges and agrees that alcoholic beverages are not permitted at the T-CYSA Soccer Complex (including the parking areas) without prior approval of the T-CYSA.
17. **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).
18. **Advertising and Solicitation:** User shall not place any permanent advertising signs or banners on or about T-CYSA Soccer Complex without T-CYSA's prior written consent which consent may be withheld in T-CYSA's sole and absolute discretion. Any temporary signage or banners shall be immediately removed following completion of each use by User of T-CYSA Soccer Complex.
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 T-CYSA Soccer Complex. 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 T-CYSA undertakes no responsibility or liability to User in connection with such determination. In the event that T-CYSA notifies User of any particular additional rules or regulations of T-CYSA that may apply to User's proposed use, rules that are not otherwise set forth in this Agreement, User will comply fully with any such additional rules and regulations.
20. **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.
21. **Authority:** Each of the individuals signing this Agreement specifically represents and warrants that they have authority to bind the Parties to this Agreement.
22. **Governing Law; Jurisdiction and Venue:** This Agreement is entered into in Franklin 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 Franklin County, Washington.
23. **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.
24. **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, T-CYSA 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.

25. **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.

The undersigned hereby makes application to the Tri-Cities Youth 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 T-CYSA for any damage arising from the applicant's use of said facility.

26. **Insurance:** User shall not use T-CYSA Soccer Complex in any manner whatsoever that would violate T-CYSA's insurance policies or would cause T-CYSA'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 T-CYSA Soccer Complex: (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; (e) guns and/or firearms or knives, machetes, swords, weapons of any kind; or (f) alcoholic beverages. It is understood and acknowledged that T-CYSA is not required to supply any insurance coverage or any security or protection services whatsoever to User. Accordingly, T-CYSA shall not be liable to User or any of User's Employees and Guests who may enter T-CYSA Soccer Complex in connection with User's use of T-CYSA Soccer Complex. 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. **User must provide a certificate of liability insurance with this Agreement with a \$1,000,000.00 per occurrence coverage and hold the T-CYSA and City of Pasco as co-insured in the coverage. User shall provide T-CYSA with a copy of User's insurance policy covering User's use of T-CYSA Soccer Complex. If User's insurance policy/coverage is in any way modified, cancelled, amended or suspended after the certificate of liability insurance is submitted with this Agreement, User must provide immediate notice to T-CYSA and User must immediately provide an updated certificate of liability insurance to T-CYSA.**
27. **Indemnification:** To the fullest extent permitted by law, User agrees to indemnify and hold harmless T-CYSA (including T-CYSA's employees, volunteers, officers, directors and board members) and the City of Pasco 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 T-CYSA (including

T-CYSA'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 T-CYSA Soccer Complex as a result of the usage of T-CYSA Soccer Complex by User, User's Employees and Guest or User's volunteers/coaches, or participating players and their guests or spectators, or as a result of acts, errors or omissions of User, User's Employees and Guest or User's volunteers, or participating players and their guests or spectators, or arising in connection with the operations, use and occupancy of the T-CYSA Soccer Complex by User, User's Employees and Guest or User's volunteers, or participating players and their guests or spectators. To the fullest extent permitted by law, User further waives all User's claims against T-CYSA (including T-CYSA'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 T-CYSA Soccer Complex, except for User's claims arising solely out of T-CYSA's (including T-CYSA's employees, volunteers, officers, directors and board members) gross 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.

Payments of fees are due and payable upon receipt of billing to: T-CYSA, 6160 Burden Blvd, Pasco, Washington, 99301. In addition, T-CYSA may require pre-payment of up to 75% of the expected total invoice amount for those leagues/associations/clubs which do not have an established payment history with T-CYSA, or alternatively, do have a delinquent payment history with T-CYSA.

The undersigned hereby submits the foregoing Application and Agreement to T-CYSA for the use of T-CYSA Soccer Complex as 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 the Application and execute this Agreement on behalf of the User. **User further acknowledges and agrees that the Agreement shall not be binding upon T-CYSA unless and until (1) a copy hereof shall be executed by User and delivered to T-CYSA and (2) a duly authorized officer of T-CYSA shall have dated and executed a copy hereof (the "Effective Date").**

Tri-Cities Youth Soccer Association (T-CYSA)

Name: Print and Sign

Title and Date

User

Name: Print and Sign
