

**CITY OF SOUTH FULTON  
DEPARTMENT OF PARKS & RECREATION  
FACILITY USE AGREEMENT**

This agreement made and entered into this 11<sup>th</sup> day of June by and between **City of South Fulton, Georgia** hereinafter called "**City**" and **Welcome All Park Athletic Association** a non-profit organization, hereinafter referred to as "**Association.**" The term of this agreement is for the 2019 youth football season, effective June 11, 2019 through November 30, 2019.

**WITNESSETH:**

Whereas, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of City of South Fulton, Georgia; and

Whereas, the City operates the property and facilities located at 4255 Will Lee Road, South Fulton, Georgia 30349 and

Whereas, the Association desires to conduct youth athletic activities and make improvements as approved by the City.

NOW, THEREFORE, it is mutually understood and agreed as follows:

**1. The City agrees to:**

- (a) Allow the use of the existing facility to said Athletic Association under expressed terms and conditions set forth by City of South Fulton.
- (b) Provide a prepared field at the beginning of the season. Repair all fences, gates, backstops, park buildings and structures as needed.
- (c) Clean rest rooms on Monday, Wednesday, Friday (daily when time and schedules allow).
- (d) Empty all trash cans a minimum of once a week (twice a week when work load permits).
- (e) Mow the grass on the playing field once a week when weather allows.
- (f) The payment of all utility bills on athletic fields.

**2. The Association agrees to:**

(a) Provide a youth sports program as a service to the City in accordance with all guidelines set forth by the Policies & Procedures for Youth Athletic Associations Operating on City of South Fulton Property. The Association will adhere to and abide by Sections I through IV of the Policies and Procedures for Athletic Associations Operating on City of South Fulton Property which is incorporated and made a part of this Facility Use Agreement.

(b) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.

(c) Reinvest the following services and/or provisions into the City of South Fulton facility listed above:

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...).

3. The Association does hereby agree to indemnify and to hold the City harmless from any and all claims or liability which results from the use by the Association of the above described premises and facilities.

**YOUTH ATHLETIC ASSOCIATION'S MAINTENANCE  
RESPONSIBILITIES**

a. The Association is responsible for daily clean-up, placing litter in the proper containers, for cleaning the concession stand. At the end of the season, (ending date on the Facility Use Permit) the Association is required to remove all supplies and equipment from the concession stand and storage buildings within seven (7) days unless permission to do otherwise is given in writing by the Department of Parks & Recreation.

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the

proper trash receptacles at the conclusion of each activity (practice, games, etc...).

- b. The Association must receive written permission from the City to use association locks on buildings, light boxes, and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.
- c. The Association shall obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions, or alterations which may be approved and shall become the property of the County and remain upon the said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for immediate termination of this agreement.
- d. The Association will maintain any and all improvements that in the opinion of the City are for the primary benefit of the user.
- e. The Association is responsible for reporting all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.
- f. The Association shall not use the said premises for any purpose other than that of youth athletic practices, games, meetings, clinics, and demonstrations for the promotion of the sport, community interest and welfare.
- g. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.
- h. The City or any of its agents or employees shall have the right to enter on the said premise at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.

## YOUTH ATHLETIC ASSOCIATION'S SAFETY PRECAUTIONS

- a. The Association agrees to administer activities at said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first young person arrives until the last one departs. No practice or games during the school year may begin past 6:30 p.m.
- b. A designated adult shall be placed in charge of operating the field lights each night and must be sure all such lights are out before departing the area.
- c. The City has the right to cancel any scheduled activity on an athletic field during bad weather when it is determined that such activity would damage the field. Persistent damage to City facilities by an Association will result in the Association being prohibited from using City facilities.
- d. In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed away from all metal objects, equipment, backstops, fences, etc.

## **CONDITIONS FOR RESOLUTION**


- a. The rights of the City under this agreement shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- b. If the Association defaults on any obligation under this agreement or violates any term hereof, the City may terminate the agreement.
- c. Each party may terminate this agreement without further obligation by giving the other thirty (30) days' notice in writing.
- d. This agreement may be modified only by a written agreement, signed by both the Association President the City Manager and City Council.
- e. The Association agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City because of the violation or alleged violation of any terms or provisions of this agreement.
- f. For the purpose of this agreement, any notices required to be sent to the Association shall be hand delivered or mailed to the President of the Association at the following address: **P.O. Box 935, Red Oak Georgia 30272**


Any notices required to be sent to the City shall be hand delivered or mailed to the City of South Fulton Department of Parks & Recreation, at 5565 Stonewall Tell Rd, College Park, GA 30349

I, Gregory Browning, President of the **Welcome All Park Association**, have read and hereby agree that the Association will abide by the terms and conditions of this Facility Use Agreement. I also understand that failure to abide by these policies could result in loss of the athletic fields permit(s) and that I may be held personally liable as President of the Association.

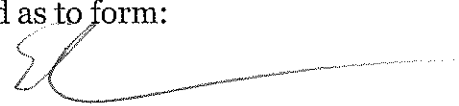
In Witness Thereof, the parties hereto have set their hands and seals.

Approved:

  
\_\_\_\_\_  
Odie Donald, City Manger  
City of South Fulton


  
\_\_\_\_\_  
Tony Phillips, Director  
Department of Parks and Recreation

Approved as to form:

  
\_\_\_\_\_  
Emilia C. Walker, City Attorney

  
\_\_\_\_\_  
Gregory Browning, President  
Welcome All Park Association

Attest:

  
\_\_\_\_\_  
S. Diane White  
Clerk of the City Council

