

LICENSE AGREEMENT AUTHORIZING USE OF ATHLETIC FIELDS FOR SPORTING EVENTS

Effective Date: August 2022



Parks ♦ Rec ♦ Arts

LICENSE AGREEMENT AUTHORIZING USE OF ATHLETIC FIELDS FOR SPORTING EVENTS

This LICENSE AGREEMENT AUTHORIZING THE USE OF ATHLETIC FIELDS FOR SPORTING EVENTS (this "Agreement") is made and entered into as of the date signed by both parties to this Agreement, by and between the CITY OF LAS VEGAS acting by and through its Parks and Recreation Department (the "City"), a municipal corporation within the State of Nevada (the "City") and

(the "Organization"), in connection with the Sporting Event (defined below in the Fee Schedule and also in the "Field Use Policies"), commonly known and referred to as

scheduled for

1.0 GRANT OF LICENSE. With issuance of the Parks and Recreation Department Field Use Permit (the "Field Use Permit"), the City authorizes exclusive use by the Organization of each municipal athletic field (collectively the "Athletic Fields") identified in the Field Use Permit on the dates and at the times set forth therein subject to the terms and conditions set forth in this Agreement. The City shall have the sole discretion to determine which Athletic Fields are authorized for use by the Organization, which may differ from the Athletic Fields requested in the Sporting Event Reservation Application (the "Application") submitted by the Organization to the City.

The license granted herein to the Organization is solely for use of the Athletic Fields in connection with the sporting event more fully described in the Application (the "Sporting Event") and for no other purpose, and is made in consideration for payment of the security deposit and sporting event fees set forth in Section 3.0 SECURITY DEPOSIT AND SPORTING EVENT FEES below, and performance of all its obligations set forth in this Agreement by the Organization. The license granted herein does not constitute any future commitment by the City, or guarantee the approval of any future request submitted by the Organization, for use of the Athletic Fields at the same times and on the same dates set forth in the Field Use Permit. Any future request by the Organization to use the Athletic Fields will be subject to the discretion of the City, and the fees, deposit requirements, and policies and procedures in effect at that time.

2.0 TERM OF AGREEMENT. This Agreement shall commence on the date set forth in the first paragraph above and shall continue in full force and effect until the Organization has performed all of the obligations imposed under this Agreement. Subject to the inclement weather or Force Majeure provisions set forth in Section 5.0 CANCELLATION FOR FORCE MAJEURE below, there shall be no change to the times, dates or the Athletic Fields identified in the Field Use Permit unless the Organization gives the City written notice no later than two (2) business days in advance of proposed change, and the City agrees, in writing, to the requested change. The City may accept or deny the requested change in its sole discretion. E-mail communications to the address set forth in Section 10.20 NOTICES below shall be an acceptable form of writing notice for purposes of this Section 2.0.

3.0 SECURITY DEPOSIT AND SPORTING EVENT FEES. In consideration for issuance of the Field Use Permit, the Organization agrees to pay the security deposit and sporting event fees, if indicated as applicable on the Athletic Field Use Fee Schedule (the "Fee Schedule"), Exhibit A attached hereto and incorporated herein as a part of this Agreement. The security deposit and the sporting event fees shall be paid in the manner indicated on the Fee Schedule. For purposes of payment as required herein, the Organization acknowledges that the City is open for business only on Monday through Thursday of each week and closed on certain Federal and State of Nevada holidays.

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4.0 CANCELLATION BY ORGANIZATION. If the Organization desires to cancel the Sporting Event, or the use of any of the Athletic Fields, the request must be made in writing to the City. E-mail communications to the address set forth in Section 10.20 NOTICES below shall be an acceptable form of writing notice for purposes of this Section 4.0. In the event that such request is approved by the City, the refund of any security deposit or sporting event fees previously paid by the Organization shall be subject to the provisions set forth in the Fee Schedule or the Field Use Policies defined in Section 10.7 FIELD USE POLICIES below.

5.0 CANCELLATION FOR FORCE MAJEURE. In addition to right of termination set forth in Section 10.1 TERMINATION FOR CONVENIENCE below, the City reserves the right, in its sole discretion, to cancel the use of any Athletic Field authorized by the Field Use Permit if the Athletic Field is destroyed, damaged or rendered unsafe or unplayable due to a cause beyond the control of the City including, by way of example and not limitation, closure due to governmental restrictions due to pandemic or epidemic, inclement weather, fire, flood, earthquake, act of god, public disobedience, terrorism, action of police or military authorities or any other casualty of unforeseen circumstances. In the event of such cancellation, the City shall not be held liable or responsible under any circumstances to the Organization for any damage caused by the cancellation. Any claims made against the City shall be subject to the indemnity provision set forth in Section 9.0 INDEMNITY below.

In the event of cancellation as provided herein, the security deposit and sporting event fees previously paid for use of the Athletic Fields cancelled by the City shall be refunded to the Organization as provided in the Field Use Policies.

6.0 VENDORS. If vendors are going to be present at the Sporting Event, the Organization is responsible for ensuring that each vendor has obtained the necessary licenses and permits in order for the vendor to properly conduct its activity including, without limitation, obtaining the required licenses from the Business Licensing Division of the Planning Department of the City. Additionally, all vending which is to occur at the Sporting Event is subject to the City's prior approval and control as to location, equipment, access and hours of operation. The Organization shall be responsible for ensuring that the vendors meet the insurance requirements set forth in the Field Use Policies.

7.0 RESPONSIBILITY FOR MAINTENANCE AND CLEAN-UP. During the occurrence of the Sporting Event, the Organization will be responsible for maintaining the Athletic Field in clean and aesthetic condition acceptable to the City, and for their clean-up following completion of the Sporting Event. The Organization agrees to comply with the maintenance and clean-up requirements set forth in the Field Use Policies.

8.0 INSURANCE. The Organization shall provide and maintain for the duration of the Field Use Permit, the insurance required pursuant to the Field Use Policies.

9.0 INDEMNITY. In addition to the insurance requirements set forth in Section 8.0 INSURANCE above, and not in lieu thereof, the Organization shall protect, defend, indemnify, and hold harmless the City, its officers, employees, agents and volunteers (the "Indemnified Parties") from and against any and all claims, liability, damages, demands, losses, expenses, suits, liens, judgment, attorney's fees, or court costs, or any other form of liability (collectively the "Claims"), including, without limitation, Claims for injuries to or death of any person or persons or damage or loss to City's real or personal property or any part thereof, which the Indemnified Parties, or any of them, may suffer as a result of, by reason of, or in consequence of, the action or omissions of the Organization, its employees, agents or anyone employed in performing or failing to perform the provisions of this Agreement.

As part of this obligation hereunder, the Organization shall, at their own expense, defend the Indemnified Parties against the Claims which may be brought against them, or any of them. If the Organization fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Organization. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

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10.0 MISCELLANEOUS PROVISIONS.

10.1 Termination for Convenience. The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be implemented by written notice from the City to the Organization specifying the extent and effective date of the termination, which date shall be a minimum of thirty (30) days from the date that the letter is mailed as provided in Section 10.20 below. On the effective date of the termination, the City shall be relieved of any further performance or liability under this Agreement.

If the Organization has paid any of the Sporting Event Fees or Security Deposit set forth in Section 3.0 SECURITY DEPOSIT & SPORTING EVENT FEES, the Organization shall be entitled to refund based on the following:

A. If the Sporting Event has not commenced, the Organization shall be entitled to a full refund of the Sporting Event Fees and Security Deposit paid to the City, or

B. If the Sporting Event has commenced, the Organization shall be entitled to a pro-rata refund of the Sporting Event Fees determined by the percentage of athletic fields that were not used as a result of the cancellation in relation to the total number of athletic fields reserved under the Field Use Permit, and the Security Deposit shall be refunded in the manner set forth in Section 3.0 SECURITY DEPOSIT & SPORTING EVENT FEES above.

The City's sole liability to the Organization for termination pursuant to this Section shall be limited to refunding the Sporting Event Fees paid to the City pursuant to Section 3.0 above in the manner provided herein. Any claims made against the City as a result of the City exercising the right of cancellation granted herein shall be subject to the indemnity provision set forth in Section 9 INDEMNITY above.

10.2 Termination for Default. The City may, by written notice of default to the Organization, terminate this Agreement, in whole or in part, if the Organization fails to perform any of the obligations of this Agreement, and the Organization does not cure such failure within seven (7) calendar days (or more if authorized by the City) after notice, specifying the failure is provided pursuant to Section 10.20 NOTICES of this Agreement.

The City retains the right to terminate for default immediately if the Organization fails to maintain the required levels of insurance required under Section 8.0 INSURANCE above, or fails to comply with applicable local, state, and federal statutes governing performance of its obligations, including, without limitation, statutes involving health or safety.

10.3 Assignment. The City and the Organization each bind itself and its partners, successors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement, except neither the City nor the Organization shall assign, sublet or transfer its interest in this Agreement without prior written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, by contract or otherwise.

10.4 Waiver. No consent or waiver, express or implied, by either party to this Agreement or any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act on the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

10.5 Designation of City Representative. The City hereby designates the Community Programs Manager of the Parks and Recreation Department, or his or her authorized representative, as the City representative under this Agreement. Such representative shall have complete authority to transmit instructions, receive information, interpret and define City policies and decisions with respect to performance by the Organization.

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10.6 Designation of Organization Representative. The Organization hereby designates

as its representative and coordinator having responsible charge performed by the Organization under this Agreement. Such representative or coordinator shall have complete authority to act for and on behalf of the Organization, including but not limited to signing this Agreement for Organization.

10.7 Field Use Policies. With the execution of this Agreement by the Organization, the Organization hereby acknowledges and represents to the City that it obtained or been provided with a copy of the Parks and Recreation Department Athletic Field Use Handbook ("Field Use Policies") and that its designated representative has read and understood the requirements of the Field Use Policies and this Agreement. The Field Use Policies are hereby incorporated by this reference as a part of this Agreement. The Organization agrees to abide by the requirements of the Field Use Policies. The Organization shall use its best efforts to provide, educate, implement, and otherwise enforce the Field Use Policies as it pertains to all employees, coaches, officials, managers, equipment personnel, players, participants, spectators, and other persons involved in the Sporting Event sponsored or operated by the Organization. Pursuant to the termination provision herein, the Organization understands that the City reserves the right to suspend or terminate the Sporting Event if the Field Use Policies are not followed by the Organization, its employees, coaches, officials, managers, equipment personnel, players, participants, spectators, and other persons affiliated with the Sporting Event operated or sponsored by the Organization.

10.8 Organization Representations. The Organization represents that it is financially solvent, able to pay its debts as they mature, and possesses of sufficient working capital to complete this Agreement and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

10.9 Required Ownership Disclosure. If so requested by the City subsequent to the execution of this Agreement, the Organization agrees to provide the City a current and complete list of all, members, business associates, partners, agents or other business entity(s) who hold 1% or greater interest in the Organization's proprietorship, partnership, corporation or operating business entity.

10.10 Audit of Records and Books. The Organization agrees to comply with the provisions of Section 4.3, Record Maintenance and Auditing Requirements of the Field Use Policies, and any subsequent amendments thereto adopted by the City, which permits the City, or its designated representative(s) (including an independent auditor), to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning the Organization's performance hereunder.

10.11 Third-Party Beneficiary. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.12 Independent Contractor. It is expressly understood that the Organization is an independent contractor and that its officers, employees, contractors, and agents are not employees of, or have any contractual relationship with the City. The Organization shall be responsible for the payment of all necessary taxes workers' compensation insurance and unemployment insurance.

10.13 Compliance with Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada. The Organization shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to the discrimination by reason of race, sex, age, religion, national origin, disability, sexual orientation, and gender identity or expression.

10.14 BLM Compliance. All American Park, Bettye Wilson Soccer Complex, Buckskin Basin Park, Centennial Hills Park, Doc Romeo Park, Kellogg-Zaher Sports Complex, Majestic Park, Mountain Ridge Park, Rainbow Family Park, Teton Trails Park, and Thunderbird Sports Complex in Las Vegas, Nevada were leased and/or developed by the City pursuant to the Recreation and Public Purposes Act, 43 USC Section 869. The Sporting Event shall be conducted in compliance with the provisions of the Recreation and Public Purpose Act if field use includes the locations listed above.

10.15 Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.16 Prohibition against Contingent Fees. The Organization warrants that no person or entity has been employed or retained to solicit or secure this Agreement based on an agreement or understanding involving payment of a commission, brokerage fee or contingent fee. For breach or violation of this warrant, the City shall have the right to cancel this Agreement without liability or, in its discretion, to recover from the Organization the full sum of such commission, brokerage fee or contingent fee.

10.17 Publicity. The Organization shall submit to the City for its approval, all publicity concerning the naming of or use of City owned facilities with respect to the performance of the Agreement.

10.18 Claims and Disputes. All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or in relation to this Agreement, or the breach thereof, will be decided at the sole discretion of the Department of Parks and Recreation Director.

10.19 Notices. Any notice required under this Agreement shall be sent to the following:

to City: City of Las Vegas
Department of Parks and Recreation
Attn: Community Programs Manager
451 E. Bonanza Rd.
Las Vegas, Nevada 89101
E-Mail: municipalsportsunit@lasvegasnevada.gov

to Organization: Name of Organization: _____
Attn: _____
Address: _____

E-Mail: _____

10.20 Modifications. All modifications or amendments to this Agreement are null and void unless reduced to writing and signed by the parties hereto. This Agreement can be modified or amended only by a document duly executed by authorized representatives of the parties hereto.

10.21 Execution in Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

10.22 Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties hereto with respect to the matters covered herein. All prior negotiations, representations and agreements with respect to the matters covered in this Agreement are hereby canceled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

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IN WITNESS WHEREOF the parties hereto have each executed this Agreement effective as of the date set forth in the first paragraph of this Agreement.

CITY OF LAS VEGAS

By: _____

Printed Name: _____

Title: _____

Date: _____

ORGANIZATION:

By: _____

Printed Name: _____

Title: _____

Date: _____

Coordinator

Supervisor



EXHIBIT A
CITY OF LAS VEGAS
PARKS AND RECREATION

SPORTING EVENT FIELD USE FEE SCHEDULE
(EFFECTIVE AUGUST 15, 2022)

- 1. SPORTING EVENT FIELD USE PERMITS.** Sporting event field use permits are for any field use permits that do not qualify under the short term definition. A Short Term field use permit is defined as follows: recreational events that do not require participants to pay a fee or make a donation to participate. Scoreboards, concessions or vendors are not allowed for short term permits.

Sporting event field use permits are issued for a minimum of 4 hours per field, per day, on the hour or the half hour, in 60 or 30 minute increments. No quarter hour permit start or end times.

		Box Fields: Football, Lacrosse, or Soccer Fields	Box-Short Sided Fields: Each additional field within a box field (approval required)	Diamond Fields: Baseball or Softball Fields
<input checked="" type="checkbox"/>	Sporting Event Field Use Fee	\$70/hr/field	\$35 /hr/field	\$35/hr/field

- 2. SHORT SIDED FIELDS.** Each City Box Field is designed as a single field. Approval must be received to modify field sizes or temporarily convert to multiple fields. Modifying field sizes may result in additional charges. All painting and modifying of fields (small sided) **MUST** be approved by the Parks and Recreation Department in writing prior to such modification. Failure to obtain such approval may result in disciplinary action and assessment of additional fees.

- 3. COMPLEX SECURITY DEPOSIT.** A Security Deposit is required to secure fields for a sporting event. The deposit is \$100.00 per field with a minimum of \$300.00 per facility. Security Deposits are **NON-REFUNDABLE** if the sporting event is cancelled by the organization for any reason. Deposits are due as follows:

Month of Sporting Event	Due Date
January, February	May 1 st of previous year of event
March	December 1 st of previous year of event
April, May, June, July	January 1 st same year of event
August, September, October, November, December	May 1 st same year of event

Examples to determine Security Deposit Amounts:

Facilities Reserved	Number of Fields Reserved at Facility	Total Security Deposit to be paid
Thunderbird/Viper	Two (2)	\$300.00 (minimum)
Kellogg Zaher	Six (6)	\$600.00 (\$100.00 per field, minimum met)

The Security Deposit may be retained by the City until the Organization has performed its obligations to the City, including without limitation, submission of all required documents, after the City has determined that there is no damage of any kind suffered by the sports complex or athletic fields used in conjunction with the Sporting Event and all outstanding fees have been

paid in full. If the Organization has performed all of its obligations required under this Agreement, and there is no damage to the sport complexes or Athletic Fields used for the Sporting Event, the Security Deposit will be refunded by the City. Approved refunds will take approximately 4-6 weeks to be processed.

Prior to final payment for the field use permit, the Organization must submit all documentation, licenses, permits, and fulfill any other requirements and deadlines set forth in the Policies Handbook or the field use permit reservation will be cancelled and any fees or deposits paid by the Organization to the City will be forfeited. If the Organization fails to perform its obligations to the City, including without limitation, submission of all required post event documents no later than thirty (30) days following the date of the Sporting Event, the Complex Security Deposit may be forfeited and additional fees may apply.

4. CANCELLATION FEES.

A. Security Deposits. Once the security deposit has been paid, entire events that are cancelled forfeit the entire security deposit. If individual fields are cancelled, each field would forfeit \$100.00 of the Security Deposit.

Example to determine forfeited amount of Security Deposit:

Facilities Reserved and Total Number of Fields Reserved	Number of Individual Fields Cancelled	Amount of Deposit Forfeited if Individual Field is Cancelled
Thunderbird/Viper (2)	One (1)	\$100.00
Kellogg Zaher (6)	Two (2)	\$200.00

B. Field Usage Fees. Updating a field use reservation to include less than the reserved number of fields or hours will be considered a cancellation. Field use reservations cancelled with more than thirty (30) calendar days prior to the date of the Sporting Event will receive full refunds of field fees paid to the City of Las Vegas. Approved refunds will take approximately four to six (4-6) weeks to be processed. A thirty percent (30%) cancellation fee of the applicable field use rate will apply to field use reservations if cancellation notice is received with thirty (30) calendar days or less but more than fifteen (15) calendar days prior to the date of the Sporting Event. A fifty percent (50%) cancellation fee of the applicable field rate will apply to field use reservations if cancellation notice is received with fifteen (15) calendar days or less prior to the date of the Sporting Event.

Example to determine forfeited amount of Security Deposit:

Field Reserved	Hours Reserved	Hours Changed to	30% Cancellation Would Be: (received 30-16 days prior to event)	50% Cancellation Would Be: (received 15 or less days prior to event)
Box Field (\$70/hr)	8:00 am to 5:00 pm	9:00 am to 4:00 pm (cancelled 2 hours)	\$70 x 2 hours = \$140 \$140 x 30% = \$42	\$70 x 2 hours = \$140 \$140 x 50% = \$70
Diamond Field (\$35/hr)			\$35 x 2 hours = \$70 \$70 x 30% = \$21	\$35 x 2 hours = \$70 \$70 x 50% = \$35

5. **LATE NOTICE PROCESSING FEE.** Requests to add additional field time to a sporting permit within thirty (30) calendar days of the event date will be assessed a One Hundred Dollar (\$100) processing fee per request.

6. **PARKING VIOLATION FEE.** Pursuant to section 9.2 of the Policies Handbook, charging fees for facility parking or otherwise restricting access for those wishing to perform non-event activities at the facility is strictly prohibited at parks on City and Bureau of Land Management land. A fee of One Thousand Dollars (\$1,000) will be assessed if an organization is determined to be charging for parking without prior written authorization from the City.

7. **ADDITIONAL SPORTING EVENT FEES.** In addition to the fees payable above, the following fees are payable if utilized for the sporting event.

<input checked="" type="checkbox"/>	Pre- and Post- Event Set-Up/Field Prep and Tear Down Times Light fees will apply when set-up and/or tear down times occur after sunset.	\$10 / hour / facility
<input checked="" type="checkbox"/>	Lighting Fee: For the purpose of assessing the Lighting Fee, partial hours of use are rounded up to the next whole hour. The Lighting Fee will be assessed and is due prior to the issuance of a field use permit. Based on the field use permit, the time lights will be billed from is according to the following monthly schedule: March–April: 6:00 pm; May-August: 7:00 pm; September: 6 pm; October: 5 pm; November–January: 4 pm; February: 5:00 pm.	\$10 / hour / field
<input checked="" type="checkbox"/>	Scoreboard Controller Rental Fee (as available) Controller rental period will be the duration of the sporting event. Renter will be responsible for the repair/replacement expense if damage of any kind is suffered by the scoreboard controller(s) used in conjunction with the Sporting Event.	\$100 / controller
<input checked="" type="checkbox"/>	Scoreboard Use Permit	No charge if scoreboard controller is owned or rented.
<input checked="" type="checkbox"/>	Concession/Vendor Fee: Applies for any Sporting Event organizer or 3 rd –party organizations and businesses serving/sampling/selling food, beverages, products, merchandise and/or services to event attendants.	\$500 flat fee / event Per Location

Department of Parks and Recreation Athletic Field Use Fee Schedule
Effective 08.15.22 until Replaced