

**CITY OF DENTON  
PARKS AND RECREATION DEPARTMENT  
2018 FACILITY UTILIZATION AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Annual Facility Utilization Agreement, herein called "Agreement" is made and entered this \_\_\_\_ day of \_\_\_\_\_, between the City of Denton, herein called "City", and the Denton Soccer Association, herein called "Association."

For and in consideration of the mutual undertakings herein set out, the parties agree as follows:

**The Association utilizes public athletic facilities that are provided and maintained by, and at the cost of, the City. In return for the use of those facilities, the Association hereby agrees to abide by the following standards, requirements, and guidelines set by the City for all recreational youth sports. Failure to abide by these standards and guidelines could result in restriction of facility use or the cancellation of the Agreement.**

**Section 1. FIELD ALLOCATION**

Both the City and the Association agree that these allocated fields are owned by the City and provided for the benefit of all citizens of Denton. The City shall maintain final approval over the use of these fields at all times. The City reserves the right to use any field for other events or programs if notice is given to the appropriate Association at least one month prior to registration for the next season, or if the Association's schedule allows for additional field usage by the City. The City reserves the right to change field or concession assignments.

Associations will report enrollment numbers to the Athletics Office at least one week prior to practices beginning for each season in order to receive their field allocation for that season. Associations should accurately estimate their enrollment for the season. At minimum, fees will be based on this reported enrollment. The allocation chart is attached to this Agreement as Exhibit A. The City may utilize any fields not allocated.

Based on enrollment numbers:

- Denton All-Star Youth Football League (DAYFL) will use North Lakes Football Complex and its concession stand Monday – Saturday during its season, as defined in Exhibit A.
- Denton Boys Baseball (DBBI) will use Evers Baseball Complex and Mack Baseball Complex along with the concession stands at each complex during its seasons, as defined in Exhibit A.
- Denton Soccer Association (DSA) will use North Lakes Soccer Complex and the building/concession stand during its seasons, as defined in Exhibit A.

North Lakes Soccer and Football Complex, Evers Baseball Complex, and Mack Baseball Complex are herein called "Premises" in accordance with the terms of this Agreement.

Requests for additional field space will follow the same guidelines and fees outlined in the City's regular Field Agreement.

## Section 2. SEASON DATES, HOURS, AND SCHEDULES

Fields will be made available for practice and games to Associations anytime between the dates outlined in Exhibit A.

1. All fields must be reserved through the Athletics Office for practices and games.
2. All practice and game schedules must be submitted to the Athletics Office in calendar form no later than one week prior to practices and games beginning. In addition to the calendar schedules, a copy of the full practice and game schedule must be provided. A link to the online schedules is acceptable.
3. Each Association will need to provide the City two business days' notice for any make-up games needed.
4. Weekend games may not start prior to 8 a.m. to allow enough time for maintenance to evaluate playing conditions.
5. All games on the Athletic fields must end by 10 p.m.
6. Athletic fields are closed between the hours of 7 a.m. – 3:30 p.m. Monday – Friday to allow City crews to maintain fields.
7. No team should be allowed more than four hours of field use per week.

## Section 3. TOURNAMENTS AND CAMPS

Due to the increase in requests for field allocations to host tournaments and camps, and the added impact on personnel and operational budgets, the City will determine the types of tournaments and camps that will be selected and the responsibility of the requesting groups when hosting these activities. Selected tournaments may require additional maintenance costs such as labor and field preparation supplies, at the discretion of the City.

Tournaments within the Parameters of League Play:

Intra-league tournaments for Associations that have one pre- or post-season tournament as part of the recreational league will be allowed by the City.

Invitational Tournaments and Camps:

The City will allow one invitational tournament and one camp per season at no cost. The City will also allow one fundraising tournament per calendar year. All tournaments allowed hereunder must provide the opportunity for the Association's teams to participate in the tournament.

Requests for additional tournaments will follow the same guidelines outlined in the City's regular Field Agreement.

Requirements for all tournaments:

1. Tournaments may only take place within the allowable season dates per the Agreement, except for pre-season tournaments. Pre-season tournaments may be held the weekend before games begin, at the discretion of the City.

2. The Association will be responsible for picking up trash. The City will provide extra trash bags, if needed. A fee of \$38/man-hour will be charged if the Parks Maintenance must pick up trash on Monday.
3. Fields will be marked on Friday for the weekend. Additional field prep will be the responsibility of the Association.
4. Games may not begin prior to 8 a.m. on weekends.
5. If the Association requests weekend maintenance, a fee of \$38 per man-hour will be charged for preparation of the fields, trash pick-up, restocking and cleaning of restrooms, etc.
6. A fee of \$150 per field will be charged for additional temporary fencing or installation.
7. Additional port-a-lets will be at the expense of the Association and must be by a City approved company.
8. Additional bleacher placement (rental or City transfer) will be at the expense of the Association and must be by a City approved company.
9. Tent rentals will be at the expense of the Association and must be by a City approved company and meet fire code guidelines.
10. A detailed financial report (conforming to a template supplied by the City) must be submitted within two weeks of the conclusion of the tournament, detailing the following information: revenue and expenses for the tournament (including concessions), listing of team names and the city they represent, average number of players per team, host hotel(s) name, number of hotel nights generated from the tournament, and any sponsors involved with the tournament.

#### Section 4. ATHLETIC FIELD USAGE REQUIREMENTS AND ROGUE PLAY

1. Associations are prohibited from subletting fields. Teams must be a registered member of the Association to receive game and practice privileges. Teams, whether recreational or select, are never permitted "practice only" privileges as this would be considered subletting the fields. Recreational teams in leagues that have combined with other associations and/or leagues are permitted up to two games in Denton before having to register with the Association and pay all applicable fees. Select teams are exempt from this game limit rule since they travel more often and pay select impact fees.
2. Athletic fields may be closed due to fields being too wet for play, safety concerns, require maintenance, renovation, or construction.
3. The City will have the final say on field playability, in its sole discretion. The athletics field condition line is (940) 349-8276 and will be updated by 4 p.m. on weekdays and by 8 a.m. on weekends when conditions are questionable. The only time it is up to the Association's discretion for play is if inclement weather occurs after 4 p.m. on weekdays or 8 a.m. on weekends and no determination has been made by the City.

4. It is a violation of Section 22-26 of the Code of Ordinances of the City of Denton, Texas to enter a field that has a closed sign posted, unless such person is a City employee, or contractor, performing maintenance.
5. It is a violation of Section 22-26 of the Code of Ordinances of the City of Denton, Texas to enter a field without having a reservation that has a "field use with permit only" sign posted.
6. It is a violation of Section 22-30 of the Code of Ordinances of the City of Denton, Texas to park any vehicle in a park after 10 p.m. or before 6 a.m. Overnight camping and parking is not permitted.
7. All parking must be done in the parking lots. No parking is allowed on any grass area, unless the area has been designated for overflow parking by the City.
8. Driving inside the athletic complexes should only be completed for loading or unloading of supplies. Vehicles must remain on paved areas. Immediately after loading and unloading, vehicles must return to designated parking areas.
9. If a tent larger than 400 square feet or a canopy larger than 700 square feet will be used, the Association must contact the Fire Marshall at (940) 349-8360 to secure a Fire Code Permit. A fire extinguisher is required for these tents.
10. No alcohol is permitted in any park area, including parking lots.
11. It is not permitted to smoke or possess a lit tobacco product within the Premises, or other plant product, or to smoke electronic cigarettes (e-cigarette) except in designated areas. The designated smoking area is the parking lot, unless otherwise noted by a specific "designated smoking area" sign.
12. The Association will adhere to all City Ordinances and regulations that regulate use of City athletic facilities, including, but not limited to, compliance with the Sign Ordinance.

#### Rogue Play:

Association board members, commissioners, and staff are expected to enforce the City of Denton's ordinance regarding playing on fields without a reservation. If rogue play is seen, the violators should be asked to leave and told they are not able to use fields without a reservation as it is a violation of City Ordinance. Please provide the (940) 349-PARK number for them to call for rental availability. If the violators refuse to leave or they are repeat offenders, the Denton Police Department should be called and told that people are using the field(s) illegally in violation of City Ordinance 22-26. Depending on the severity of the situation, the non-emergency Police number can be called (940) 349-8181, or please use 911 if it is an emergency or escalated situation. The Police have the authority to write tickets for violations. Denton Parks and Recreation (DPARD) staff is not able to write tickets. If an Association experiences rogue play, follow above steps and report the rogue play to the Athletics Office by email. Specify the date, time, number of violators, and field(s) on which the rogue play occurred. The Athletics Office will keep a record of all reported rogue play.

## Section 5. TEAM FORMATION AND LEAGUE MANAGEMENT

Each Association must have a fair and detailed selection process for recreational teams in an effort to evenly distribute talent. This process must be documented in the Association's By Laws, Manual of Procedures, or similar document.

1. A minimum of 50 percent of the Association's active membership must reside within the City of Denton limits. Please note, not all Denton ISD boundaries are within the City of Denton.
2. Teams from outside the City of Denton may join the Association's recreational league play, providing they register through the Association and pay all applicable fees.
3. Combining of leagues with other cities or programs is sometimes necessary in order to have enough teams to play. However, if non-Association teams play more than two of their games on Denton fields, they must register with the Association and pay all fees. This rule does not apply to select leagues, in which the Denton teams have registered and paid the select impact fees.
4. Before practices or games can begin, the Association must have a mandatory background check completed on all coaches by a reputable organization. (New coaches added during the year must also have this completed prior to performing coaching duties.) Background checks need to be completed on all coaches annually.
5. It is recommended that all coaches complete a sport specific certification program through a reputable organization.
6. Under no circumstance should parents be used as umpires or officials unless they are affiliated with an insured umpires/officials/referees' organization.
7. All participants of recreational teams will receive the same uniform in respect to parts and quality of material.
8. All teams in an age division shall be provided the same playing equipment in respect to number of items and quality of materials.
9. In naming divisions/teams, no derogatory or controversial name may be used unless the name is a trademark of a nationally franchised organization.
10. The Athletics Office must approve allocation for any expansion or changes in the Association's programming that may affect field preparation or league programming. Requests must be in writing, received, and approved prior to signing of the Agreement. Decisions will be based on overall benefit to the participants.
11. Every effort shall be made to allow participants to play regardless of his/her inability to pay. A scholarship program must be established with criteria evaluating the participant's ability to pay. Fees are to be set on a sliding scale, installment, or grant basis. The City Council mandated impact and nonresident fee per child per season will apply to scholarship players.

## Section 6. SELECT/CLUB TEAMS

All Select/Club Teams must register with the Association and pay all fees outlined by the Agreement. These teams must then coordinate all scheduling (practice and games) through the Association member league that will have final approval as it relates to scheduling.

1. Recreational league play must receive top priority when scheduling field allotments.
2. Select/Club Team field usage cannot have a negative impact upon Recreational League Play or generate excessive field maintenance, as determined by the City.

## Section 7. BUDGET AND FISCAL CONTROLS

The Association will submit a projected budget prior to season registration. Associations will be required to submit financial documents, which include bank statements, cash flow report and check register (such as Quicken) on January 10 for the previous year. The financial reports need to show income, expenses, and all fund balances for all league play and any tournaments or camps.

To assure fiscal control, the Association will:

1. Keep all financial records in accordance with IRS regulations for 501C (3).
2. Submit documentation that verifies valid nonprofit or 501C (3) status. If an Association loses their nonprofit status from the IRS or State of Texas, the City must be immediately notified in writing. The Association must get reinstated no later than one month prior to the start of the upcoming season, or the Agreement will be terminated.
3. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken.
4. Immediately notify the City, in writing, of any financial difficulty.
5. Immediately notify the City, in writing, if any sanctions, probations, or warnings have been given to the Association by their governing body.
6. If the Association's accounting practices are found to be fraudulent or mismanaged, the City reserves the right to suspend or cancel the Agreement.
7. The Association's budget and financial documentation as defined in this section may be requested at any time and will be due to the Athletics Office within three business days of the request.
8. To ensure the City is being good stewards with publically funded fields, an independent financial audit may be conducted once per year of each Association's financial records.

## Section 8. ASSOCIATION BOARD MEMBER GUIDELINES

1. Must notify the Athletics Office of all upcoming board meetings.
2. The minutes from all board meetings must be submitted to the Athletics Office no later than the last day of the month following each meeting. For example, if a board meeting was held

on July 25, the meeting minutes will be due by August 31.

3. The Athletics Office reserves the right to attend any board meetings without notice.

Each association is allowed to book one free meeting room per month at one of the City's recreation centers, pending availability. These free meetings are to be used for the Association's board meetings, umpire meetings, or coaches' meetings. The meetings are not to be used for individual team meetings, team parties, or practices. One primary contact from the Association should e-mail meeting room requests to the Athletics Office.

#### Section 9. DENTON YOUTH SPORTS ASSOCIATION MEETINGS

The Denton Youth Sports Association (DYSA) is a combination of representatives from each Association with a Facility Utilization Agreement in place with the City. The DYSA and City staff will meet the first Thursday of February, May, September, and November at 6:30 p.m. at a location to be announced by the City. At least one representative from each Association must be present at each scheduled general board meeting. Any Association missing more than one meeting will be subject to dismissal, and have their Agreement with the City terminated. The City may cancel a meeting if there are not sufficient items on the agenda to warrant holding a meeting. The City will notify that Associations if a meeting is canceled.

#### Section 10. ON-SITE COMMISSIONER

The Association agrees to provide a league representative on-site at each practice, game, or tournament held at the Athletic Fields.

#### Section 11. DOCUMENTATION AND FEES

The Association shall submit to the City a copy of their bylaws, fair play time and team formation statement, minimum and maximum roster requirements, 501C (3) status, projected budget, projected start dates, insurance, light deposit, game and practice schedules in calendar form, health permit, schedule of board meetings, board meeting minutes, applicable fees, final player rosters, end of season summary report, and financial statements. Associations will also submit names, position title, best contact number, and email address of all officers and board members within two weeks after election or appointment. A listing of these documents and fees with due dates is attached to this Agreement as Exhibit B.

The following fees will apply to the Association:

1. The Association will be assessed an Impact Fee of \$15 per child per season for recreational players and \$25 per child per season for select players that will be submitted to the City of Denton. This fee will be due on June 15 for the spring season and September 15 for the fall season.
2. A Nonresident Fee shall be collected in addition to all fees required to participate. The Association must pay a \$5 fee for each player who is a nonresident of the City of Denton, each season. Rosters must show the city of residence for each player, so residency can be verified. This fee will be due on June 15 for the spring season and September 15 for the fall season.

## Section 12. INSURANCE AND INDEMNIFICATION

The Association shall be required to carry commercial general liability insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$250,000 for each occurrence, and not less than \$500,000 in the aggregate. It is also recommended that the Association purchases an accident policy with \$5,000 coverage to assist participants with minor medical bills.

During the performance of the Agreement, the Association shall maintain the above insurance with an insurance company licensed to do business in the State of Texas and must have an AM Best rating of at least A-.

The Association shall furnish the insurance certificate no later than one week before practice begins. The insurance policies shall name the City of Denton as an additional insured on all such policies, and shall contain a provision that such insurance shall not be canceled or modified without 30 days written notice to the City and the Association. In such event, the Association shall, prior to the effective date of the change or cancelation, serve substitute policies furnishing the same coverage.

THE ASSOCIATION SHALL DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, CONTRACTORS, SUBCONTRACTORS, ASSIGNS, SPONSORS, AND VOLUNTEERS ASSISTING IN CITY ACTIVITIES FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEMANDS, LOSS, LIABILITY, COST (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANTS' FEES, ENGINEERS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES), EXPENSE, DAMAGE, AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AGENTS, COACHES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, AND PARTICIPANTS IN ASSOCIATION ACTIVITIES.

## Section 13. CONCESSIONS STANDS AND VENDORS

The Association may operate concession stands under the following guidelines:

1. Only in regular season league play and tournaments allowed by the City under this Agreement.
2. If permanent City stands are available on the Premises, they will be available to the Association that have games scheduled at the location.
3. All food or drink prepared, served, sold, or stored shall be done so in strict conformity with all city, county, state, and federal law. It shall be the Association's responsibility to coordinate all health inspections and licensing for their concession operations. All associations will be required to present their health permit one week prior to the concession stand opening.
4. All associations will be required to submit the name of their concession representative to the Athletics Office. This contact information will be given to the City health inspector. The concession representative must obtain their food handling card and present a copy of this



card to the Athletics Office one week prior to the concession stand opening.

5. The Association must pick up litter in the area of its stand on a daily basis, including the breakdown of all boxes to be placed in the dumpsters (not in the trash barrels) located at each site. The Association will tie and remove all trash bags from cans that are three fourths full or more and put said trash bags in the dumpster. Non-compliance with concession and litter collection will result in forfeiture of concession privileges by the Association.
6. The Association is only permitted to run a concession stand if it has a current signed Agreement in place with the City.
7. The Association may subcontract this operation. However, the City must be given written notice 14 days in advance indicating the desire for the Association to have a third party operate the concession stand and must also be provided with the details of the agreement between the Association and third party concessionaire. The Athletics Office must review any proposed agreement between the Association and the third-party concessionaire and provide written approval of the agreement to both parties. The third-party concessionaire must provide proof of insurance to the City and must assume all liability for vandalism, theft, etc.
8. The Association will not be required to pay an additional fee for the privilege of operating a concession stand.

If vendors sell at the Athletic Fields, the following guidelines must be met:

1. The City must be notified at least two business days in advance if any vendors will be selling at the Athletic Fields. Associations must give the dates and times the vendor will be on the Premises, as well as what goods are being sold.
2. Anyone selling an item at the Athletic Fields must purchase a vendor permit. This permit can be purchased at the Denton Civic Center. The fees are: \$15 per day for nonprofit or \$25 per day for profit.
3. If food items are being sold, the vendor must present a valid health permit in order to purchase a vendor permit.

#### Section 14. FIELD LIGHTS

The Association will pay the City a \$200 deposit at least two weeks prior to using lights. The Association will only use athletic field lights necessary for the fields in use (i.e. if play is only on field 1, then lights should be on only for this field, not the entire complex.) When play concludes on any field for the night, the Association is responsible for turning off the lights within 15 minutes after the conclusion of play per field.

If the Association fails to turn off lights, it will forfeit its deposit and a new \$200 deposit must be paid within one week. The \$200 deposit will be returned to the Association at the end of its last season, or rolled over to the next year at the request of the Association.

Light codes will be given to the Association. There is a code to the push button box and the bypass box. Bypass boxes should only be used if there is a malfunction with the push button box. Any light malfunctions should be reported to the City the next business day.

Failure to abide by these policies may result in loss of light privileges.

#### Section 15. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE

The Association shall submit to the Athletics Office any proposal to install, construct, or modify temporary or permanent structures, signs, equipment, or other related items prior to the commencement of any work. All communication regarding maintenance and/or field improvements may only be submitted with the Association's president's approval. All applicable City codes, including the City's Sign Ordinance, must be followed. Approval of the proposal shall rest solely with the City. Permanent structures shall become the property of the City. These requests must be submitted to the Athletics Office at least 30 days in advance.

Prior to placing anything in the ground (stakes, t-posts, etc.) the Association must call 811 to schedule a dig survey. Additionally, the Association must secure written approval from the City.

#### Section 16. TEMPORARY REGISTRATION SIGNS

Temporary "real estate" style yard signs which announce registration information for the upcoming season may be placed on park property with the following guidelines:

1. Signs must adhere to all City codes, including the Sign Ordinance.
2. Signs may not be placed in the right of ways.
3. Signs must display the approved City of Denton logo.
4. Signs must be taken down by the Association no longer than two weeks after initial posting.

#### Section 17. STORAGE UNITS

The Association may purchase storage units and place them at a site in the park that has been designated by the City. Units must meet standards set by the Parks Superintendent, or designee. Requests to purchase and place storage units be submitted to the Athletics Office at least 30 days in advance.

#### Section 18. MAINTENANCE STANDARDS FOR PREMISES

1. City shall maintain quality turf areas, including mowing, weed control, fertilizing, and herbicide spraying as allowed by budget.
2. The City shall prepare and line fields for weekday games. All fields will be marked on Fridays for weekend games. Additional field prep over the weekend will be the responsibility of the Associations. Fields will be maintained periodically as needed for practice purposes.
3. The City shall maintain all City-supplied bleachers in a safe and secure condition.
4. The City shall provide and maintain all area and field lighting systems.
5. The City shall be responsible for the maintenance of all irrigation systems on the Premises.

6. The City shall be responsible for the maintenance of adjacent park irrigation systems and the watering of athletic turf areas.
7. The City shall maintain the restrooms in a safe and sanitary condition during the approved season(s). Restrooms will be closed from November 15 – March 15 for winterization. If the Association requests restrooms open prior to March 15, then the Association will be responsible for all costs associated with any repairs as a result of opening the restrooms during winter, such as busted pipes, etc.
8. Associations shall be responsible for daily practice and game day collection of all litter on the Athletic Fields, including playing areas, fences, bleachers, concession stands, and adjacent grounds. (See section 13 for collection of litter at concessions.) All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles. If within the City's judgment the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further non-compliance by the Association will result in a fee of \$38 per hour/per staff member for litter clean up.
9. The Association shall be prohibited from performing any maintenance to any turf or infield areas on the Premises, without written permission from the City.
10. The Association shall ensure that all secured areas remain locked and/or locked at the completion of each activity.
11. No "ball toss" or "soft pitch" batting practice is allowed into any chain link fence fabric on the premises.
12. No kicking or hitting balls against the Denton Soccer Association Building.
13. Metal cleats will be permitted at Mack and Roberts baseball fields only.
14. Associations must pay for the repair or replacement of score board controllers.

#### Section 19. UNLAWFUL ACTIVITIES

The Association shall not engage in any activities on the Premises which are in violation of any existing state, federal, local law, or use the Premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

#### Section 20. EXHIBITS

The City and the Association agree that the exhibits attached to the Agreement are incorporated into the Agreement as if set out in their entirety. Such exhibits may be modified in accordance with the terms and conditions stated herein. A revised copy shall be provided to all parties. Exhibits included are:

- Exhibit A – Field Allocation and Season Dates
- Exhibit B – Schedule of Required Documents and Deadlines

#### Section 21. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

There will be a \$5 per business day late fee assessed on all late documentation and fees. Late fees must be paid within 30 days of invoice or the City will deny access to fields, lights, restrooms, and concessions until documentation is received.

Exhibit B summarizes the deadlines of required documentation and fees which are due to the City of Denton, Parks and Recreation Department. All forms are to be submitted to the Athletics Office at the following address:

Athletics Manager  
Denton Parks and Recreation Department  
321 E. McKinney Street  
Denton, Texas 76201

Phone (940) 349-7218  
Fax (940) 349-8384  
e-mail: [heather.gray@cityofdenton.com](mailto:heather.gray@cityofdenton.com)

## Section 22. TERM

This Facility Utilization Agreement will be in effect from January 2018 through December 2018.

## Section 23. AGREEMENT APPROVAL

The person executing the Agreement on behalf of the Association, or representing themselves as executing the Agreement on behalf of the Association, warrants that they have been fully authorized by the Association to execute the Agreement and that it will comply and uphold all terms and provisions contained herein.

If the Association violates any term of the Agreement, and/or provides false documentation (i.e. enrollment numbers reported are inaccurate or do not match numbers reported to governing body), the City may find it in default and terminate or suspend the Agreement. If required documents are not submitted in a timely manner, the City reserves the right to deny access to fields, lights, restrooms, and concessions until documentation is received. If this Agreement is terminated, the Association will forfeit all rights to allowed use of all athletic fields, concession privileges, and field lights.

Signature:\_\_\_\_\_

City Representative:\_\_\_\_\_

Association:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Exhibit "A"  
FIELD ALLOCATION AND SEASON DATES

<b>Denton All-Star Youth Football League – North Lakes Football Complex (Mon.-Sat.)</b>							
<p><b>2018 Season and Event Dates</b></p> <p>Coach Look – second weekend of July Practice Dates – July 9 – Nov. 17 Game Dates – Sep. 8 – Nov. 17 Camp &amp; Tournament dates – TBA</p>	<p><b>2018 Field Allocation Based on Enrollment</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td><b>1 field</b></td><td><b>Up to 170</b></td></tr> <tr> <td><b>2 fields</b></td><td><b>171 - 339</b></td></tr> <tr> <td><b>3 fields</b></td><td><b>340 or more</b></td></tr> </table> <p><i>Additional use of this complex or other City fields will be at regular rental rates.</i></p>	<b>1 field</b>	<b>Up to 170</b>	<b>2 fields</b>	<b>171 - 339</b>	<b>3 fields</b>	<b>340 or more</b>
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<b>3 fields</b>	<b>340 or more</b>						
<p style="text-align: center;"><b>DAYFL Exceptions to Allocation:</b></p> <ul style="list-style-type: none"> <li>• DAYFL will have the opportunity to operate the North Lakes Football concession stand during DPARD programs and rentals from Feb. – Nov. with schedule and event approval by the City.</li> <li>• If enrollment does not meet the 2 fields allocation requirement, DAYFL may request a second field on Mondays and/or Wednesdays (without additional fees) to help with practice load. Based on current availability at time of request and demand for the season.</li> <li>• If enrollment does not meet the 3 fields allocation requirement, DAYFL may request a third field on Mondays and/or Wednesdays (without additional fees) to help with practice load. Based on current availability at time of request and demand for the season.</li> <li>• The City will use all three football fields on Sundays and reserves the right to use the fields on Saturdays around DAYFL's existing game schedule.</li> </ul>							

<b>Denton Boys Baseball – Evers and Mack Baseball Complex</b>																											
<p><b>2018 Season and Event Dates</b></p> <p>Spr. Coach Look – last weekend of Jan. <b>Spr. Practice Dates – Feb. 12 – March 16</b> Spr. Game Dates – March 17 – June 30 Tourn. date for spring – May 5-6 Tourn. date for summer – June 2-3</p> <p>Fall Coach Look – first weekend of Aug. <b>Fall Practice Dates – Aug. 13 – Sep 3</b> Fall Game Dates – Sep. 4 – Oct. 31 Tourn. date for fall – Sep. 22-23</p>	<p><b>2018 Field Allocation Based on Enrollment</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td><b>1 field</b></td><td><b>Up to 55</b></td></tr> <tr> <td><b>2 fields</b></td><td><b>56 - 110</b></td></tr> <tr> <td><b>3 fields</b></td><td><b>111 -165</b></td></tr> <tr> <td><b>4 fields</b></td><td><b>166 - 220</b></td></tr> <tr> <td><b>5 fields</b></td><td><b>221 - 275</b></td></tr> <tr> <td><b>6 fields</b></td><td><b>276 - 330</b></td></tr> <tr> <td><b>7 fields</b></td><td><b>331 - 385</b></td></tr> <tr> <td><b>8 fields</b></td><td><b>386 - 440</b></td></tr> <tr> <td><b>9 fields</b></td><td><b>441 - 495</b></td></tr> <tr> <td><b>10 fields</b></td><td><b>496 - 550</b></td></tr> <tr> <td><b>11 fields</b></td><td><b>551 - 605</b></td></tr> <tr> <td><b>12 fields</b></td><td><b>606 - 660</b></td></tr> <tr> <td><b>13 fields</b></td><td><b>661 or more</b></td></tr> </table> <p><i>Additional use of these complexes or other City fields will be at regular rental rates.</i></p>	<b>1 field</b>	<b>Up to 55</b>	<b>2 fields</b>	<b>56 - 110</b>	<b>3 fields</b>	<b>111 -165</b>	<b>4 fields</b>	<b>166 - 220</b>	<b>5 fields</b>	<b>221 - 275</b>	<b>6 fields</b>	<b>276 - 330</b>	<b>7 fields</b>	<b>331 - 385</b>	<b>8 fields</b>	<b>386 - 440</b>	<b>9 fields</b>	<b>441 - 495</b>	<b>10 fields</b>	<b>496 - 550</b>	<b>11 fields</b>	<b>551 - 605</b>	<b>12 fields</b>	<b>606 - 660</b>	<b>13 fields</b>	<b>661 or more</b>
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### DBBI Exceptions to Allocation:

- Regardless of enrollment, DBBI will have access to all fields during defined practice dates above, to help with practice load. After such time, the allocation will apply. Note, Mack 1 will only be available after 6 p.m. during the spring season.
- During the spring season, the City will use Mack 1 for weekday practice rentals from 4-6 p.m. and up to six game dates until 7:30 p.m. for local schools. Game dates will be communicated to DBBI in advance of its spring season schedule creation. Rainout/make-up of game dates may be scheduled around DBBI's existing spring season game schedule.
- The City will open up Evers 6 for rentals on Wednesdays and Sundays in the spring and fall seasons once the defined practice dates have concluded, even if full allocation is reached. Additional days and fields will be opened up if full allocation is not reached.

### Denton Soccer Association - North Lakes Soccer Complex

#### 2018 Season and Event Dates

Spr. Practice Dates – Feb. 5 – May 31  
Spr. Game Dates – Feb. 17 – May 31

Fall Practice Dates – Aug. 6 – Nov. 24  
Fall Game Dates – Aug. 18 – Nov. 24  
Tourn. Practice – Nov. 25-30 (no goals)  
Camp & Tournament Dates – TBA

#### 2018 Field Allocation Based on Enrollment Percentage of Soccer Pad Allocated

<b>25 %</b>	<b>Up to 350</b>
<b>50 %</b>	<b>351 - 700</b>
<b>75 %</b>	<b>701 - 1059</b>
<b>100 %</b>	<b>1060 or more</b>

*Additional use at this complex or other City fields will be at regular rental rates.*

### DSA Exceptions to Allocation:

- If enrollment does not meet the 75% of the pad allocation requirement, DSA may request use of one additional field on Tuesdays and/or Thursdays (without additional fees) to help with practice load. Based on current availability at time of request and demand for the season.
- If enrollment does not meet the 100% of the pad allocation requirement, DSA may request use of field #11 on Tuesdays and/or Thursdays (without additional fees) to help with practice load. Based on current availability at time of request and demand for the season.

Exhibit "B"  
SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

**2018**

- **January 10** – Signed Facility Utilization Agreement due
- **January 10** - Submit documentation that verifies valid nonprofit or 501C (3) status
- **January 10** - Association bylaws, which include statements regarding minimum/maximum roster requirements, team formation, and fair playing time (player participation) due
- **January 10** - Projected budget due
- **January 10** - Projected season start dates and concession opening date due
- **January 10** - Schedule of upcoming board meetings, or notice given within 48 hours of a called meeting
- **January 10** - Financial statements from previous year
- **Two weeks prior to first practice of the year (or when board member changes occur)** – Board member name, position title, best contact phone number, and email address
- **Two weeks prior to first practice of the year** – \$200 Light Deposit due (unless rolled over)
- **One week prior to first practice of the year** - Insurance due
- **One week prior to first practice each season** – Report enrollment numbers to receive field allocations
- **One week prior to first practice each season** - Practice schedule (calendar form and link to full schedule)
- **One week prior to first game each season** – Game schedule (calendar form and link to full schedule)
- **One week prior to concession stand opening** – Valid health permit and food handling card
- **No later than the last day of the month following each meeting** - Board/Officers meeting minutes due (Example, July 25 minutes are due by August 31.)
- **June 15** – Spring Season Impact, Nonresident Fees and End of Season Summary Report due
- **September 15** – Fall Season Impact, Nonresident Fees and End of Season Summary Report due
- **45 days after the last scheduled game** - Final Player Rosters due

There will be a \$5 per business day late fee assessed on all late documentation and fees. Late fees must be paid within 30 days of invoice or the City will deny access to fields, lights, restrooms and concessions until documentation is received.