

CITY OF DENTON

**FIRST AMENDMENT TO THE 2018 FACILITY UTILIZATION AGREEMENT FOR
YOUTH SPORTS ASSOCIATIONS**

WHEREAS, the City of Denton (“City”) and _____ (“Association”) entered into a 2018 Facility Utilization Agreement for Youth Sports Associations on or about _____, 2018 (herein the “Agreement”); and

WHEREAS, the Association has requested the City to amend the Agreement to allow the placement of advertising signs within the athletic facilities; and

WHEREAS, the City is amenable to the Associations request, subject to the following conditions set out below, and

WHEREAS, the City has amended the sign ordinance to allow for the placement of signs on City property under certain circumstances;

NOW THEREFORE, the City and the Association agree to amend the Agreement as follows, confirming all provisions of the Agreement not herein amended to remain in full force and effect.

The Agreement is hereby amended to include the following:

SECTION 24: ATHLETIC FIELD SPONSOR SIGNS

The Association will be permitted to post sponsor signs on allocated fields with the following guidelines:

Sign Specifications and Location

1. Signs must adhere to all City codes, including the Sign Ordinance.
2. Signs must be four feet tall and eight feet long.
3. Graphics on the sign front must face inward toward the field of play. (Signs on fences at baseball and softball fields must face inward towards home plate. Signs on football or soccer fields must face inward toward the field of play.)
4. No sign shall contain any electronic messages, internal or external lightning, or moving parts of any kind.
5. Signs must be professionally lettered and generally of a neat and attractive nature.

Sign Installation and Maintenance

1. All sign installation methods must be approved by the Parks Manager and will be performed by the Association.

2. The Association shall regularly inspect all signs for necessary repairs. Broken signs shall be repaired, replaced, or removed by the Association within two business days of discovery of the needed repair.
3. The City shall have the right to immediately remove any sign determined to pose an imminent risk of injury to a person, damage to property, or is deemed inappropriate.

Sign Content

1. City will review proposed sign content and have final approval prior to production of the sign.
2. Sign content must reflect only individuals, groups, or businesses that are donating funds or other means of direct sponsorship support to the Association.
3. No sign shall include advertising for the following: political campaigns, alcoholic beverages, establishments or businesses where the majority of gross income is obtained from the sale of alcoholic beverages, tobacco products of any type, sexually oriented businesses, or products or services sold by sexually oriented businesses, and/or express views that may be considered defamatory or discriminatory.
4. Sign content and graphics shall not be of such content, color, or design as to create an unreasonable distraction to players, officials, other game participants, or spectators as determined in the sole discretion of the City.

Revenue from Sign Sales and Fees

1. Revenue from the sale of signs shall be used by the Association to offset registration fees for participants, field improvements, or other equipment or supplies directly needed to operate the league (such as uniforms, sports equipment and/or player awards.)
2. The Association will include the revenue and expenses from sign sales in its financial reports, as required per the Facility Utilization Agreement for Youth Sports.
3. For the privilege of placing the sign on City property, a fee of \$10 per sign displayed during the term of the Agreement is due by December 1 each year.
4. The Association will maintain an inventory of currently displayed signs on each field with expiration date of each sign. This list will be submitted within 45 days after each season along with the applicable fee per sign.

All other provisions of the Agreement not amended herein shall remain in full force and effect.

AGREED:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CITY OF DENTON:

BY: _____
TODD HILEMAN, CITY MANAGER

DATE: _____

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____