

**City of Laredo**  
**Temporary License Agreement**  
**Baseball/Softball/Soccer**

This Temporary License Agreement (“Agreement”) for field use is entered into by and between the City of Laredo, Texas (“CITY”), a home-rule municipal corporation situated in Webb County, and \_\_\_\_\_ (“LICENSEE”), a **Baseball/Softball and/or Soccer** Youth Sports Association, acting as their authorized officers and representatives.

**WHEREAS**, the services provided by LICENSEE benefit the public by providing recreational opportunities to the youth of Laredo; and

**WHEREAS**, the City and Licensee wish to enter into an agreement for the use of city-owned athletic fields for Baseball/Softball and/or Soccer youth recreation programs;

**NOW, THEREFORE**, in consideration of the promises, covenants, terms, and conditions herein contained, the parties agree as follows:

**I. REQUEST FOR FACILITIES**

**A.** To obtain use of a city field, LICENSEE must first submit the following to CITY:

- 1) Assistance Request Form with specific dates for registration, practice, and/or games.
- 2) Three Original Copies of this Temporary Non-Exclusive Licensing Agreement Signed by the President or other individual with authority to bind Licensee Agreement;
- 3) Copies of all licenses and/or permits from the state, county, and local government agencies required in the provision of a youth program, in addition to proof of affiliation with a parent league, if any;
- 4) A current copy of the Licensee’s Articles of Incorporation or Bylaws for New Leagues and updated copy of the Licensee’s Articles of Incorporation or Bylaws for established leagues if applicable;
- 5) A certificate of insurance naming the CITY of Laredo as an additional insured with a waiver of subrogation for and proof of comprehensive general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, which coverage shall include sexual abuse and molestation and \$2,000,000 products/completed operations aggregate; workers’ compensation including employers’ liability for employees and volunteers of the LICENSEE with a waiver of subrogation in favor of the CITY; and proof of affiliation insurance
- 6) Proof of 501 (c3) form/documents (not affiliations, each league must submit their OWN 501(c3) form/documents) and 990-N including concessions;
- 7) A proposed use schedule, providing the dates the season will start and end and the dates LICENSEE seeks to use the Licensed Area for practice;

- 8) Provide a list of Background Checks submitted to the affiliate league.
- 9) Current Food Handlers and any other required Health Permit for selling food and beverages at the concession stand on the Licensed Area. Use of concession stands will be subject to approval from the Laredo Health Authority.
- 10) New Leagues shall provide Financial Statements, monthly bank statements, receipts from operation of concessions.
- 11) Ten Dollar (\$10.00) fee per player per year, or \$5.00 for players with an active membership card for any City of Laredo Recreational Facility.
- 12) Documentation ensuring security will be provided for all tournaments.

**B.** Failure to submit the required paperwork as required by the set dates under this Agreement shall result in the denial of the use of the field. Should players be added, coaches shall submit a Team Roster Form for the new player within two (2) weeks, along with appropriate fees.

## II. CITY'S OBLIGATIONS

- A.** CITY agrees to waive the fees for the LICENSEE to use the following city-owned athletic field ("Licenses Area") to provide youth recreation programs only on the dates and times scheduled under this Agreement: (Field Name) \_\_\_\_\_  
(Address) \_\_\_\_\_ (Type of Field)  
\_\_\_\_\_.
- B.** CITY agrees to fund the use of water, wastewater, and electricity by Licensee in providing youth recreation programs at the subject fields *only* on the dates and times scheduled under this Agreement.
- C.** CITY will review the LICENSEE's proposed use to schedule and approve or deny the request no later than ten (10) business days after receipt of the schedule. Once the schedule is approved, LICENSEE will have priority use of the field only for the dates and times noted in the schedule. CITY will approve or deny any subsequent amendment requests not later than five (5) business days after receipt. CITY will contact LICENSEE five (5) business days before any scheduled events/rentals and/or tournaments.
- D.** CITY shall appoint a single point of contact (SPOC) with the LICENSEE for the performance of this Agreement. The CITY'S SPOC information is Sylvia Lara, 2201 Piedra China, Laredo, Texas 78042, (956) 729-4610, slara1@ci.laredo.tx.us.
- E.** CITY shall allow advertisements to be displayed facing toward the interior of the subject field for the duration of this Agreement *only after* the following condition has been met:

- 1) The type of advertisement to be displayed is presented to the CITY for approval in accordance with city ordinances, policies, and state law;
- F. CITY will be responsible for the cutting and edging of the field on scheduled days not to include official City Holidays.

**III. LICENSEE’S RESPONSIBILITIES**

- A. LICENSEE recognizes and agrees that before March 1, 2023, *tentatively* (pending Council’s approval or any changes arising with City mandates) before the season’s commencement, the LICENSEE must submit to the CITY the items listed in I, A.
- B. Any new league LICENSEE recognizes and agrees that it shall be required to submit a detailed financial report to CITY monthly from February 1, 2023, thru December 1, 2023, that contains the following items:
- 1) Quarterly Financial statements including;
  - 2) All monthly bank statements submitted by the 15<sup>th</sup> day of each month;
  - 3) A financial report of the receipts derived from the operation of the concession stand, if applicable; and
  - 4) Any other documentation deemed necessary by the City’s Internal Auditor.
- C. LICENSEE acknowledges that it only has a right to use the Licensed Area free of charge on the scheduled dates and times requested and approved by the City. LICENSEE agrees that on dates and times not scheduled under this Agreement, it shall pay all rental fees required by Ordinance to use the field to include all practices not originally requested and tournament play. LICENSEE further agrees that utility costs attributable to LICENSEE’S use of the Licensed Area on dates and times other than those scheduled under this Agreement shall be paid by LICENSEE not later than 30 days after receiving a statement from the CITY.
- D. LICENSEE shall appoint the following single point of contact with the CITY for the performance of this Agreement (“SPOC”):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name, Title, Address, Phone, Email

- E. LICENSEE shall notify the CITY of any significant damage, vandalism, needed repairs, or safety issues at a subject field no later than 24 hours after LICENSEE identifies the damage, vandalism, repair, or safety issue.
- F. LICENSEE shall cooperate with CITY to resolve any citizen complaints received regarding LICENSEE, the use of the athletic fields by LICENSEE, or the provision of youth sports services by LICENSEE under this Agreement.

- G.** LICENSEE understands and acknowledges that entering into this Agreement does not constitute an endorsement by the CITY of LICENSEE's organization, financial stability, or the quality of its programs. LICENSEE shall not represent that it or any of its agents or employees are agents or employees of the CITY.
- H.** LICENSEE must provide security at each tournament, and LICENSEE must provide documentation to the CITY showing that LICENSEE has contracted for such security.
- I.** LICENSEE must provide a list of all Background Checks that were submitted to their affiliate leagues. If a person assumes the role of coach, volunteer, or any other role associated with a league and/or team, it is the LICENSEE's responsibility to ensure a background check is conducted for that person. If a Coach is added after the initial background checklist is submitted a supplemental background checklist is required.
- J.** LICENSEE is responsible for knowing and complying with all applicable rules, regulations, and ordinances of the City of Laredo, Texas and laws of the state of Texas.
- K.** LICENSEE is responsible for cleaning and maintaining the fields/facilities before and after daily usage. Failure to maintain the fields and facilities will result in a cleaning fee to be charged to LICENSEE, to be paid no later than 30 days after receipt.
- L.** LICENSEE is responsible for upkeep and maintenance of fields including repairs, and damages to the fields and/or facilities caused by their use during practice or games.

#### **IV. GENERAL CONDITIONS**

- A.** The programs offered under this Agreement by LICENSEE must be open to all youth regardless of race, color, religion, national origin, sexual orientation, or athletic ability.
- B.** The programs offered under this Agreement by LICENSEE must be designed to allow all youth who register the ability to play on a team that matches their age and skill.
- C.** The programs offered under this Agreement by LICENSEE must provide supervised recreational sports programs to youth aged 19 or younger on a non-profit basis.
- D.** LICENSEE understands and acknowledges that this Agreement applies solely to youth sports programs administered and conducted by LICENSEE by the terms of this Agreement. The LICENSEE may not rent, barter, or allow the field to be used by any other user without the express consent of the CITY.
- E.** If LICENSEE is participating in a tournament and the subject field is being used for the tournament on a scheduled date and time, LICENSEE may allow another LICENSEE with an Agreement with the CITY or other youth teams participating in the tournament with the LICENSEE to use the subject field. Failure to comply results in immediate cancelation of this agreement.

- F. At all other dates and times not reserved under this Agreement, the Licensed Area remains open to the public. All other requests by LICENSEE for the use of the field at times and dates not scheduled for LICENSEE shall be pursuant to written application and approval by CITY. LICENSEE understands and acknowledges that Licensed Area will not be available for use from August 1, 2023, through September 1, 2023, so the CITY can maintain and/or repair the Licensed Area unless, upon the approval of the Director of Parks and Recreation, the Licensed Area is being used for rescheduled games.
- G. LICENSEE is responsible for repairs or damage to the fields caused by their use.
- H. LICENSEE must conduct annual background checks on all volunteers or paid employees who will interact with youth. LICENSEE shall maintain documentation of completed background checks and submit a list of the CITY. If the background checks reveal that an employee or volunteer is unsuitable for working with children, LICENSEE shall not allow the volunteer or employee to interact with the youth. If there are changes, LICENSEE is solely responsible for providing background checks for any individual assuming the role of coach, volunteer, or any role that involves interaction with children. It is LICENSEE responsibility to verify with affiliate league if the employee or volunteer has passed the background check and is verified to work with children.
- I. LICENSEE must not permit alcoholic beverages, tobacco, and/or illegal drugs to be consumed on a subject field(s) at any time.
- J. LICENSEE must not allow weapons of any kind on a field while in use of the field.
- K. LICENSEE must not allow vehicles on a subject field other than in designated parking areas, provided maintenance vehicles are allowed on a subject field when necessary.
- L. The City Manager has the discretion to revoke this agreement and deny the use of any fields to any LICENSEE at any time.

## V. CONCESSIONS

- A. No sale of food and beverages at a concession stand, on or adjacent to the Licensed Area, shall be allowed until authorized by the Laredo Health Authority of the City of Laredo.

## VI. WAIVER; INDEMNITY.

- A. **LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF LAREDO, ITS AGENTS, EMPLOYEES AND ASSIGNS AGAINST ANY LIABILITY BASED UPON THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, THE FAILURE OF THE LICENSEE TO COMPLY WITH THE TERMS OF THE AGREEMENT, OR THE MANNER IN WHICH LICENSEE PROVIDES ITS PROGRAMMING. LICENSEE EMPLOYEES AND VOLUNTEERS WAIVE ANY RIGHT THEY MAY HAVE HAD TO SUE THE CITY, ITS OFFICERS, EMPLOYEES, AND ASSIGNS DUE TO CONDUCT UNDER THIS AGREEMENT.**

- B. The CITY shall review and approve all agreements between the LICENSEE and its affiliated teams or players that contain a waiver of liability or hold harmless clauses and will be given the option to be included in such clauses.**

## **VII. TERM; TERMINATION**

**A.** This Temporary Agreement becomes effective on the date signed by all parties and shall terminate on December 15, 2023, unless terminated earlier in accordance with VII B below. However, as explained in section IV, fields will not be available from August 1, 2023 through September 1, 2023.

**B.** If LICENSEE defaults in the performance of any of the terms or conditions of this Agreement, CITY shall have 30 days after receipt of written notice of the default within which to cure the default, however, league play will be suspended until LICENSEE cures default. If LICENSEE does not cure the default within the period allowed, then CITY shall have the right to terminate this Agreement without further notice.

**C.** CITY may suspend or limit the use of the Licensed Area if necessary to protect public health and safety. The CITY will notify LICENSEE at least two (2) days in advance of any necessary suspension/limitation, unless the suspension/limitation is due to an emergency situation, in which case the CITY will notify LICENSEE as soon as possible, but not later than four (4) days after the emergency suspension/limitation is imposed.

## **VIII. MISCELLANEOUS**

**A.** This Agreement constitutes the entire agreement between the parties regarding the use of the Licensed Area for youth recreational opportunities. This Agreement may not be modified unless agreed by the parties in writing. LICENSEE may not assign, transfer or convey this Agreement without the CITY's express written consent.

**B.** If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect as if it never contained the offending term or provision.

**C.** Venue of any dispute arising under this Agreement shall be filed and maintained in Laredo, Webb County, Texas.

**D.** Provisions of the Agreement that impose continuing obligations survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF LAREDO, A MUNICIPAL CORPORATION, LICENSOR**

By: \_\_\_\_\_  
Rosario Cabello  
Interim City Manager

ATTESTED:

\_\_\_\_\_  
Jose A. Valdez, Jr.  
City Secretary

APPROVED AS TO FORM:  
DOAHN "ZONE" T. NGUYEN  
CITY ATTORNEY

\_\_\_\_\_  
ANA SOPHIA GARCIA  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_, **A YOUTH SPORTS ASSOCIATION, LICENSEE**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_