

## **FACILITY USE AGREEMENT**

THIS FACILITY USE AGREEMENT (the “Agreement”) is made and executed between the City of South Bend, Indiana Venues Parks & Arts Department (“VPA”), by and through its Board of Park ,Commissioners (the “Board”) (collectively referred to hereinafter as the “City”), and the International Soccer Academy of America (“ISAA”), a non-profit organization, organized under the laws of the State of Indiana and having its offices located at 205 W Edison Rd, Mishawaka, IN 46545.

**WHEREAS**, the City wishes to support programing for the youth population of the community; and

**WHEREAS**, ISAA exists for the purpose of providing an environment that is both educational and soccer-centered, a place where the committed soccer player can excel both on and off the field; and

**WHEREAS**, the City is the owner of property located at 1600 Edison Rd, South Bend, IN 46635, Boehm Park (“the Facility”); and

**WHEREAS**, ISAA desires to use the soccer fields at Boehm Park to conduct soccer practices.

**NOW, THEREFORE**, VPA and ISAA do hereby mutually agree as follows:

### **I. TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2021 and continue until July 1, 2022, with the option to renew for an additional 1-year term upon the mutual written agreement of the parties.

### **II. CONSIDERATION**

- (a) Consideration: During the term of this Agreement, VPA will allow ISAA to use the Facility identified in Exhibit A, incorporated herein by reference and attachment, at a cost of Four Hundred Dollars (\$400) per month or a weekly fee of One Hundred Dollars (\$100).

### **III. RESPONSIBILITIES OF VPA**

- (a) VPA shall work together with ISAA to develop a schedule of dates and times for use of the Facility for the soccer practices.
- (b) VPA shall be responsible for the removal of trash and debris located in the trash receptacles and dumpster located at the Facility, as necessary.
- (c) VPA shall be responsible for the cost of electricity usage at the Facility, including lighting of the Facility parking lot during use of the Facility for the soccer practices.
- (d) VPA shall be responsible for the maintenance, upkeep and repairs of the Facility, not caused by ISAA’s use of the Facility, in the sole discretion of VPA.

#### **IV. RESPONSIBILITIES OF ISAA**

- (a) ISAA is responsible for complying with all Centers for Disease Control (“CDC”) COVID-19 safety protocols while using the City Facility.
- (b) ISAA agrees to work with VPA to develop a schedule of dates and times for use of the Facility.
- (c) ISAA shall provide staffing and supervision for the program, along with instructors for the practice sessions.
- (d) ISAA shall handle registration of participants for the program.
- (e) ISAA shall provide VPA with basic information on total numbers of program participants for each practice session.
- (f) ISAA shall provide all marketing and supply needs for the program.
- (g) ISAA understands and agrees that the Facility will only be used for conducting the program and for no other purpose without the prior written consent of VPA.
- (h) ISAA shall be responsible for any special preparation of the Facility prior to scheduled uses and shall restore and repair any damage caused by ISAA, to the Facility following each use, normal wear and tear excepted.
- (i) ISAA agrees to obey all rules and regulations of the Facility as well as all applicable local, state and federal laws and regulations.
- (j) ISAA agrees to provide equipment and labor necessary to “roll the field” in efforts to flatten it out and properly prep it for soccer play and will be held responsible for any damage to the field if done improperly.

#### **(V) ASSIGNMENT**

ISAA may not assign the rights granted or responsibilities imposed under this Agreement to another person without first obtaining prior written consent from VPA.

#### **(VI) INDEMNIFICATION**

ISAA hereby agrees to defend, indemnify, and hold harmless the City, VPA, its officials, employees, and agents from any and all claims of any nature which arise from ISAA’s use of the Facilities under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising solely out of the action negligence of the City, VPA, its officials, directors, employees, and agents.

#### **(VII) INSURANCE**

ISAA shall at its sole cost and expense shall maintain, during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance in an amount not less than: (1) \$1,000,000 per occurrence; and \$2,000,000 general aggregate limit. Such insurance shall be issued by an insurer acceptable to the City. A certificate of insurance (“COI”) shall be provided to VPA evidencing the coverage. ISAA shall ensure that the Certificate of Insurance contains a provision that the policy and coverage afforded thereunder will not be canceled until at least 30 days after written notice is provided to the City.

(b) Workers' Compensation Insurance that satisfies the minimum statutory limits.

**(VIII) ILLEGALITY**

If any provision of this Agreement is found by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected thereby, and in lieu of any provision that is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

**(IX) NON-DISCRIMINATION**

The City and VPA are committed to ensuring equality of opportunity and does not exclude, deny the benefit of, or otherwise subject any person to discrimination in any City program, service or activity on the basis of race, color, sexual orientation, national origin, sex, age or disability. Creative agrees to comply with and to act consistently with this policy in the performance of Creative's duties under this Agreement.

**(X) ENTIRE AGREEMENT; AMENDMENT**

This document contains all of the agreements between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be amended or modified except by written mutual agreement of the parties.

**(XI) LAW GOVERNING AGREEMENT**

This Agreement shall be governed by the laws of the State of Indiana and venue shall be in St. Joseph County, Indiana.

**(XII) COUNTERPARTS**

This Agreement may be executed in counterparts which when taken together shall constitute one fully executed original.

(Remainder of page intentionally left blank)

**IN WITNESS WHEREOF**, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

**INTERNATIONAL SOCCER ACADEMY OF AMERICA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City, State Zip

**CITY OF SOUTH BEND, INDIANA  
BOARD OF PARK COMMISSIONERS**

\_\_\_\_\_  
Mark Neal, President

\_\_\_\_\_  
Consuela Hopkins, Vice President

\_\_\_\_\_  
Aimee Buccellato, Member

\_\_\_\_\_  
Dan Farrell, Member

ATTEST

Eva Ennis: \_\_\_\_\_  
Clerk

EXHIBIT A

