

## ***Joint Use Agreement***

This agreement is made and entered into by and between the City of \_\_\_\_\_ (hereinafter referred to as the City), and the \_\_\_\_\_ Club (herein after referred to as the Club).

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Entire Agreement/Modifications
  1. This agreement contains the entire understanding of the parties. It may not be changed orally, but only by written agreement signed by the parties hereto.
  2. This agreement shall be in effect commencing \_\_\_\_\_, and continue until revoked by 90 days written notice from either party or until revised or amended.
2. City Responsibilities
  1. The City will provide routine park maintenance including litter control, four to nine waste receptacles at key areas, lawn mowing, tree/limb maintenance, etc., in the areas of the disc golf course.
  2. The City will designate one person to work with the Club in coordinating the approval process for course layout and development, obtaining any and all permits necessary for installation of the disc golf course, and reviewing tournament and program requests.
  3. The City may, at its option, provide assistance in the installation of the disc golf course.
  4. The City will notify the Club of any vandalism or damage to equipment installed by the Club.
  5. The City will provide advance notice of park closures for maintenance or special events that would limit the use of the disc golf course.
  6. The City will notify the Club in a timely manner of any plans for changes in park use, facility development, or additions to the park (or adjacent park land) that may impact the disc golf course so that the Club may have some input into the process.
3. Club Responsibilities
  1. The Club will donate, supply, coordinate, and provide safe installation, according to manufacturer instructions and national standards where applicable, the following items: a disc golf course of 9-18 holes composed of tee signs, tees, and a disc golf target for each hole. Alternate tee and target sites may also be provided.
  2. The Club will provide volunteer labor to install and/or maintain the equipment specified above; clear underbrush, blackberries, tree limbs, and weeds from key and target areas; and provide routine litter control.
  3. The Club agrees at all times to use the facilities in accordance with the laws and regulations of the State and the City.

4. All significant physical changes to the facility by the Club shall be in writing and approved in advance by the City's Director of Planning and Community Development, and must comply with all pertinent City codes and permits and State and Federal laws and regulations.
  5. The Club may provide program supervision that is safe and prudent for all age groups participating in any organized events.
  6. For any special events, the Club will coordinate and provide advance notice to the City of all special event requests and provide proof of insurance for those special events. It is understood that, depending on the size of the event, a Special Event permit may need to be obtained from the City. The Club recognizes that the City cannot grant exclusive use of the Park unless a Special Event permit is applied for and granted.
  7. The Club will report maintenance concerns in writing to the Parks Coordinator in a timely manner.
  8. In the event of damage or vandalism to the disc golf course or its equipment, the Club will repair the course and/or equipment in a timely manner or remove any immediate hazard that may exist until such time as repairs can be made.
  9. The Club will clean up the course after any special event in which the disc golf course is used.
  10. The Club will repair any damage caused to the Park as a result of any special event in which the disc golf course is used.
4. Hold Harmless/Indemnity
1. The Club shall indemnify and hold harmless the City, its officers, agents, and/or employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever by reason of or arising out of any negligent act or omission of the Club, its officers, agents, or employees relating to or arising out of the performance of this agreement.
  2. In the event that any suit based on such a claim, actions, loss, or damage is brought against the City, its officers, agents, and/or employees, the Club shall defend the same at its sole cost and expense;
  3. PROVIDED that the City retains the right to participate in said suit if any principle of government law is involved;
  4. and PROVIDED that if final judgement is rendered against the City, its officers, agents, and/or employees or jointly against the City and Club and their respective officers, agents, and/or employees, the Club shall satisfy the same including attorney fees and costs assessed therein.

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Club President Date

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Mayor Date

Approved as to form:

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City Attorney