

BRAUN STATION WEST SOCCER FIELD USE AGREEMENT

I. This agreement, made and entered into this _____ day of _____, 20____, by and between Braun Station West Community Improvement Association (BSWCIA.), hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee," sets forth the provisions and covenants of use of the BSW soccer field by the Lessee.

II. TIME AND PURPOSE OF USE.

Lessee will use the _____ (East/West) end of the field

on _____
and _____
for _____
from _____, 20____
through _____, 20____.

Use shall commence at _____ p.m. and conclude at _____ p.m. These times include setup and cleanup. Lessee agrees to not use the soccer field except during times set forth in this agreement without prior approval of the BSW Manager. Trading of scheduled field use times with other teams or individuals is also prohibited without prior approval of the BSW Manager. The field is to be used for practice only and there shall be no scrimmages, games, or makeups between teams without prior approval of the BSW Board of Directors.

Use of the field shall be strictly in accordance with the Soccer Field Use Policy (copy attached) approved by the BSW Board of Directors and activities shall be restricted to those lawful activities and personal demeanor of the tenants as is consistent with generally accepted standards and expectations of activities and demeanor within the BSW community. The field shall not be used for commercial or private gain ventures of any kind including providing lessons or instruction for compensation.

Lessee shall be responsible for verifying that all persons partaking of alcoholic beverages are at least 21 years of age.

Restriction of attendance: The Lessee shall not admit to said premises a larger number of persons than can safely and freely move about the soccer field area. Vehicles are to be parked in accordance with instructions provided by the BSW Manager. Under no circumstances shall the vehicles block the use of any public street or the entrance to the Brigadoon Pool facility. The decision of the Lessor in this respect shall be final.

III. CONDITION OF THE PREMISES.

All trash must be picked up and removed from the area. The field must be cleaned to the satisfaction of the Lessor by end of the lease period.

IV. SAFEGUARDING OF PROPERTY.

Responsibility for damages. If the field, goals, or any portion of the leased area, during the term of this agreement, shall be damaged by the act, default, or negligence of the Lessee, Lessee's agents, employees, patrons, guests, or any person admitted to or allowed to enter the said premises or area by Lessee, the Lessee shall pay to the Lessor upon demand such sum as shall be necessary to restore said premises or area to its original condition, including all reasonable attorney fees and court costs incurred.

V. INDEMNIFICATION.

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Lessee agrees to save harmless lessor from liability for any and all claims, suits, or other instruments of law as may arise, as occasioned by injuries or damages incurred during the time of occupancy of the field. Organized groups are responsible for providing their own liability insurance coverage for their members, guests, and other participants.

VI. EVICITION.

Braun Station West C.I.A., through its authorized representatives, reserves the right to refuse the use of the soccer field to any person, organization, or others requesting use of the field, or to evict any person or organization for misconduct, or when deemed to be in the best interest of Braun Station West C.I.A.

VII. USER OF PREMISES.

This BSW Soccer Field Use Agreement may be executed only by a homeowner or resident of record of Braun Station West. Lessee or the team's coach must be present at the leased facility during the entire use period and is responsible for seeing the terms and conditions of this agreement are adhered to.

VIII. WITNESS.

As witness to the acceptance and understanding of the provisions set forth herein, the parties affix their signature hereto on this _____ day of _____, 20____.

1 Attachment
BSW Soccer Field Policy

BSWCIA:

Authorized Representative (signature)
Phone: 680-3009

League:

Authorized Representative

Printed Name

League Name

Phone #

Date

Lessee:

(Signature)
Address: _____

Phone: (Home) _____

(Work) _____

Coach:

(Signature)
Address: _____

Phone: (Home) _____

(Work) _____

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LIMITATION OF LIABILITY

_____ ("Lessee") shall indemnify and save harmless BRAUN STATION WEST COMMUNITY IMPROVEMENT ASSOCIATION, INC. ("Braun Station West"), its officers, directors, agents, legal representatives and employees from all liability, suits, actions, or claims of any character, type, or description brought or made for or on account of any and all losses, injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by the use of the Braun Station West Brigadoon Playground area.

Braun Station West, its officers, directors, agents, legal representatives, and employees shall not be liable or responsible for, and shall be saved and held harmless by the Lessee from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the use of the Braun Station West Brigadoon Playground area.

Braun Station West, its officers, directors, agents, legal representatives, and employees shall not be liable to the Lessee, tenants or visitors, or to any other person, for any damage to person or property, caused by the negligence of Braun Station West due to the condition of the playground or any appurtenances being improperly constructed, or being or becoming out of repair, nor for any damage from any defects or want of repair of any part of the playground area. Lessee acknowledges that Braun Station West is permitting use of the playground area as a courtesy to Lessee and accepts the playground as suitable for the purposes of playing and accepts the playground and each and every appurtenance, and waives any defects, and agrees to hold Braun Station West harmless from all claims for any such damage or injury.

Dated: _____

Lessee

Sponsoring League/Organization

Dated: _____

Authorized Representative's Signature

Authorized Representative's Title

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BSW SOCCER FIELD POLICY

Definitions.

1. Commercial Venture and/or Private Gain: Any function conducted for capital gain or profit during which goods or services and/or money exchange hands.
2. Recurring function: Any use of a Braun Station West facility or facilities which repeats itself, usually but not always at regular intervals.
3. Organizational Use: Braun Station West authorized use of a Braun Station West facility or facilities by a team belonging to a chartered league or organization for the purpose of engaging in competitive games, sports or activities.

II. Facility Use Requirements. The following requirements must be met to use the BSW soccer field for recurring and/or organizational use functions:

1. Any recurring and/or organizational use function must be covered by a properly executed Soccer Field Use Agreement.
2. At least one team member and one team coach must be a Braun Station West resident from properties in good standing in the homeowner association. Any exception to this rule must be presented to and approved by the Braun Station West Board of Directors.
3. The lessee must be a property owner or resident of Braun Station in good standing. Property assessments and other association charges if any must be paid in full for the period to be covered by the Soccer Field Use Agreement.

III. Policies.

1. The Braun Station West Board of Directors authorizes the Manager to act as the Association's agent for the purpose of executing agreements for lease and rental or use of Braun Station West (BSW) facilities.
2. BSW facilities will not be leased and may not be used for commercial ventures and/or private gain. Alcohol consumption by minors and use of controlled substances by anyone is prohibited at all BSW facilities.
3. Soccer field Use Agreements will be executed only by Braun Station property owners and residents. Preference will be given to BSW property owners on a first come, first served basis. The soccer season sign-up periods for persons in BSW shall commence on February 1st and August 1st of each year and last for two (2) weeks. After the two week BSW sign-up period, other Braun Station residents and property owners may sign-up on a space available basis. All recurring and/or organizational use functions which require use of the soccer field must be covered by a Soccer Field Use Agreement.
4. Use of the field for baseball (except T-Ball), softball, and golf practice is prohibited.
5. The use of noise generating devices such as megaphones and air horns is prohibited.
6. The field may be scheduled for recurring functions and/or organizational use on weekdays from 4:00 p.m. to 8:00 p.m. and on Saturdays and Sundays from 1:00 p.m. to 3:00 p.m. only. The remaining times are reserved for community and family use activities and no recurring and/or organizational use functions are authorized during these times.
7. Parking of vehicles shall be limited to the Brigadoon Pool facility parking lot, the South side of the driveway, and the West side of Brigadoon Street. At no time is the driveway to the Brigadoon Clubhouse and pool to be blocked, thereby preventing emergency vehicles from entering the driveway. No vehicles of any kind are allowed on the field or any grass areas.
8. Maximum period per day for use of the soccer field is 1.5 hours and no more than two practice periods may be scheduled each week. The BSW Manager can authorize additional practice sessions on a case-by-case basis.
9. Braun Station West C.I.A., through its authorized representatives, reserves the right to refuse the use of any facility to any person, organization, or others requesting use of such facilities, or to evict

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any person or organization for misconduct, when deemed to be in the best interest of Braun Station West C.I.A.

10. Scrimmages, games, make-ups, etc. are not authorized without prior approval of the Board of Directors. Moreover, any request(s) for field use other than those which strictly adhere to the policies and procedures herein shall be submitted to the Board of Directors for review and approval/disapproval.

11. In accordance with paragraph 24 of the Amended and Corrected Covenants, Conditions, and Restrictions for Braun Station West and Article VII Subparagraph (a) of the By-Laws for Braun Station West the Association reserves the right to charge admission fees, suspend voting rights, or suspend the right to use the soccer field for up to 60 days for each infraction of these policies and/or the attached field use rules.

IV. Scheduling Procedures.

1. All scheduling shall be done by the BSW Manager. All requests to use the field on a recurring and/or organizational use basis must be made in writing to the Manager. The lessee must provide a written request addressed to Braun Station West contains the following minimum information:

- a. The name of the team.
- b. The name of the league and organization of which the team is a member.
- c. A statement of whether or not the sponsoring league or organization is or is not insured and a hold harmless statement signed by the lessee and an authorized individual from the sponsoring league or organization.
- d. The desired practice times and dates not to exceed two practice sessions of up to one and one-half hours per session per week.
- e. The name and phone number of the coach and the assistant coach.
- f. Must be accompanied by a Use Deposit of \$75.00 from the lessee.

2. To maximize field availability, two teams/organizations may be scheduled to use the field proper at the same time during high-use periods. In this event, one team will be assigned the East end of the field and another team will be assigned the West end of the field. The East end of the field behind the Brigadoon Street goal may also be scheduled for practice provided the team members are under eight years old.

V. Sanctions for Non Compliance. As a minimum, the lessee shall forfeit the \$75.00 Use Deposit for any infraction of these policies and procedures. Additional sanctions, if necessary, shall be imposed by the Board of Directors.

VI. Approval. The foregoing policies and procedures and the attached rules have been approved by the BSW Board of Directors for implementation effective immediately and shall remain in effect until revised, superseded, or canceled.

SOCCER FIELD USE RULES

1. All vehicles are to be parked in the Brigadoon Pool facility parking lot, the South side of the driveway, or along the West side of Brigadoon Street. At no time may the driveway be blocked. No vehicles of any kind are allowed on the field or any grass areas.
2. There shall be no climbing on the soccer goals.
3. At completion of field use, all trash is to be picked up and placed in trash barrels or the dumpster at the Brigadoon Pool facility parking lot.
4. Lessee is responsible for the behavior of team members and parents.
5. Lessee is responsible for ensuring that parents attending the practice supervise children using the playground facilities.
6. Lessee is responsible for removing any furniture brought to the field and for leaving the field in the same condition as it was at the beginning of practice.
7. The field is to be used only during the time(s) scheduled.

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8. The field is to be used for practice only. There shall be no games, scrimmages, or make-ups at any time.
9. The use of noise generating devices such as megaphones and air horns is prohibited.
10. No more than two teams will be scheduled to use the field proper during the same time. The number of teams allowed behind the Brigadoon Street soccer goal shall be one and team member ages shall be under 8 years old.
11. Dogs are not allowed in the tennis court or basketball court. Dogs should be on a leash at all times. Lessee must clean up after pets!