



# Golden empire YOUTH tackle FOOTBALL

4308 Resnik Ct. Suite 201 Bakersfield, CA 93313 - P.O. Box 20472 Bakersfield, CA 93390  
Park Address 9001 Ashe Rd. - Office phone 661 837-4393 Office Fax 661 837- 4393

Agreement No. \_\_\_\_\_

## GEYF FACILITIES USE RENTAL AGREEMENT

**THIS FACILITIES USE RENTAL AGREEMENT** (“Agreement” herein) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between Golden Empire Youth Tackle Football Inc. (hereafter “GEYF”), and the \_\_\_\_\_, (hereafter “Permittee”) for the use of facilities licensed to GEYF.

### RECITALS

**WHEREAS**, GEYF entered into a License Agreement (“License Agreement”) on January 20<sup>th</sup> 2012, with the City of Bakersfield, (hereafter called “City”) for the use of constructed football fields located at State Farm Sports Village (“Facility “ or “Facilities”); and

**WHEREAS**, pursuant to said License Agreement. GEYF my rent use of Football Fields to which it was given a license, to other groups, subject to prior approval by City, for use of the State Farm Sports Village football fields consistent with the use of the State Farm Sports Village Football Fields consistent with the uses approved in the License Agreement; and

**NOW, THEREFORE**, GEYF and Permittee agree as follows:

**1.0 PARTIES.** The parties hereto are:

Permittor (GEYF)  
Golden Empire Youth Tackle Football Inc.  
P.O. Box 20472  
Bakersfield, CA 93390

Permittee:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**2.0 FACILITIES:** The Permittee is hereby granted permission to use the following described Facilities licensed to GEYF upon obtaining all signatures required in the GEYF form entitled “Required Signatures and Estimate of Charges for Services” and prior to any scheduled event, (Exhibit A):

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**3.0 PERIOD OF USE.** The permission hereby given shall be for the following period or periods:

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A/P.M.

From: \_\_\_\_\_, 20\_\_ at \_\_\_ A/P.M. to \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A/P.M.

**4.0 PERMISSIBLE ACTIVITIES.** The Facilities described may be used for the following activities:

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**5.0 NON-EXCLUSIVE USE.** GEYF and the City shall retain the right to use the Facilities for their own purposes or to rent the Property to any other person or group for use on any day or time not already scheduled by PERMITTEE. PERMITTEE shall not sublicense or rent the Facilities to any other party.

**6.0 CHARGES TO PERMITTEE.** **6.01 Basic charges.** In consideration of the grant of the permission for facility rental herein, the PERMITTEE shall pay to GEYF twenty five dollars (\$ 25.00) per field usage, at rates as determined by City. Any deviation from City Rates must be approved by City.

**6.02 Parking.** GEYF nor PERMITTEE will charge for parking anywhere at the State Farm Sports Village.

**6.03 Security Deposit.** Upon execution of this agreement, the PERMITTEE shall deposit with GEYF the Sum of \$ \_\_\_\_\_ as security for performance of each

obligation of the PERMITTEE hereunder. If the PERMITTEE breaches any provision of this agreement, GEYF may use the security deposit, or any portion of it, to cure the default or to compensate GEYF for all damage sustained by GEYF resulting from such breach or default. Any unused portion of the security deposit shall be refunded to the PERMITTEE at the expiration of the term of the rental. GEYF'S obligations with respect to the security deposit are those of a debtor and not a trustee. GEYF may maintain the security deposit separate and apart from its general funds or may commingle the security deposit with GEYF'S general and other funds. GEYF shall not be required to pay the PERMITTEE interest on the security deposit.

## **7.0 NON-ASSIGNMENT OF SUBLICENSE.**

Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this agreement (including , but not limited to accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need to further action by the non-assigning party or parties.

## **8.0 CONDITION AND USE OF THE PROPERTY.**

8.01 Acceptance of Facilities; Surrender at end of term. By entry hereunder, the PERMITTEE accepts the facilities as being in good order, condition and repair and agrees to surrender the premises to GEYF to surrender the premises to GEYF on termination of the permitted period in the same condition as when received, reasonable wear and tear expected. The PERMITTEE is financially responsible for the repair and/or replacement of the personal property of GEYF that is damaged during the use of the property. Repairs or restoration made must be to the satisfaction of GEYF. This liability extends beyond that of any security deposit by the PERMITTEE.

8.02 Waste –Quiet Conduct; Insurance Hazards. The PERMITTEE shall not permit any waste upon or to the facilities, or any activity of any kind which is unlawful or which will constitute a nuisance or disturb the quiet enjoyment by anyone in possession of adjacent premises. The PERMITTEE shall not engage in nor permit any conduct or activity upon or connection with the facilities that would increase the existing rate of insurance upon the premises of GEYF and the facilities situate thereon, or any part thereof, or cause the cancellation of any insurance covering such facilities.

8.03 Temporary Structures: Signs. No temporary structures and no signs will be placed upon the facilities except upon prior written approval of GEYF (And City). All such temporary structures and signs shall be removed before termination of the periods for which permission to use the facilities is given.

8.04 Alterations: Construction. The rented premises shall not be altered or changed in any manner or respect without the prior written consent of City and GEYF. Any alterations or additions shall be at the sole expense of the PERMITTEE.

## 9.0 **LIABILITY**

9.01 Indemnify. PERMITTEE shall indemnify. Defend and hold harmless GEYF and the City, its officers, agents, and employees against any and all liability, claims, actions causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by PERMITTEE, PERMITTEE's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for GEYF and the City's sole active negligence or willful misconduct.

9.02 Liability Insurance. The PERMITTEE shall , during the term hereof or any extension thereof, take out and keep in force or PERMITTEE'S expense public liability insurance in companies and through brokers acceptable to GEYF and CITY to protect it against any liability to the public incident to the use of or resulting from any accident occurring in or about the premises, the liability under such public liability insurance with a combined single limit of no less than 1 million dollars (\$ 1,000,000) per occurrence, and 2 million dollars (\$ 2,000,000) aggregate, together with a minimum of \$ 5,000 for property damage. Such policy or policies shall insure the contingent liability of GEYF and City. Evidence of Worker's Compensation is also required, if applicable.

The policy of insurance shall contain the following special endorsement: "Golden Empire Youth Tackle Football Inc., the City OF Bakersfield and their officers, employees, volunteers and agents are additional insured's under the term of this policy as to the activities of the Licensee."

The PERMITTEE shall submit a policy of insurance to the City for review and approval no later than 15 days prior to any scheduled event.

## 10. **ALCOHOLIC BEVERAGES.**

No alcoholic beverages are to be allowed anywhere on the Property during the time the Property is in use by PERMITTEE.

## 11. **GENERAL PROVISIONS.**

11.01 Waiver. The waiver by GEYF of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any payment by GEYF shall not be deemed to be a waiver of any preceding breach by the PERMITTEE of any term, covenant or

condition of this agreement other than failure of the PERMITTEE to pay particular sum, so accepted, regardless of GEYF'S knowledge of such at the time of acceptance of such payment.

11.02 Interest. In the event the PERMITTEE fails to pay GEYF all sums required hereunder, at the time or times specified herein, (including but not limited to payments of sums due and the reimbursement of advances by GEYF), the amounts so due and unpaid shall from the due date bear interest at the rate of eighteen percent (18%) per annum or such lower rate as may then be the maximum rate of interest authorized by California Law.

11.03 Successors. The provisions of this agreement shall, subject the provisions as to assignment , apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto and should there be more than one PERMITTEE, each of the same shall be jointly and severally liable hereunder.

11.04 Entire Agreement. This agreement constitutes the entire understanding of the parties. Unless an ancillary agreement makes reference specifically to this agreement, there are not other written or oral agreements pertaining to the subject matter hereof between the parties.

11.05 Modification. Any amendment or modification of this agreement shall be affective only if in writing, executed by each of the parties hereto.

11.06 Notices. All notice relative to this agreement shall be given in writing and shall be personally served or sent be certified or registered mail and be affective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows or at any other address designated by notice.

**CITY: CITY OF BAKERSFIELD  
RECREATION & PARKS DEPARTMENT  
1600 Truxtun Avenue, Third Floor  
Bakersfield, CA 93301  
Telephone (661) 326-3866  
Facsimile: (661) 852-2140**

GOLDEN EMPIRE YOUTH TACKLE FOOTBALL INC.  
P.O Box 20472  
BAKERSFIELD, CA 93390

PERMITTEE: Name: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

11.07 Compliance with the Laws and Regulations. PERMITTEE shall, at PERMITTEE'S sole cost, comply with all requirements of municipal, state, and federal authorities now in force or which may hereafter be in force, pertaining to this agreement, and shall faithfully observe in all activities relating to or growing out of the agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a CITY of Bakersfield business tax certificate(Bakersfield Municipal Code Chapter 5.02) where required.

11.08 Governing Law. The laws of the state of California will govern the validity of this agreement, its interpretation and performance. Any litigation arising in any way from this agreement shall be brought in Kern County. California.

11.09 Captions. The title or headings to the paragraphs of this agreement are not a part of this agreement and shall have no effect upon the construction or interpretation of any part hereof.

**12.0** TERMINATION. This agreement may be terminated by any party upon 10 days written notice, served by mail or personal service, to all other parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this agreement to be executed, the day and year first-above written.

**PERMITTEE**

**GOLDEN EMPIRE YOUTH TACKLE  
FOOTBALL INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_