

GROUNDS USE AGREEMENT

In recognition of The Pendleton Round-Up Association's long standing commitment to supporting community youth activities, particularly athletic programs, the Association hereby agrees to donate the use of its facilities to Pendleton School District 16 R athletic teams on a non-interference basis, subject to the following conditions:

THIS AGREEMENT is made and entered into this ____ day of February, 2017, By and between THE ROUND-UP ASSOCIATION (**ASSOCIATION**) and School District 16 R (**BENEFICIARY**). This agreement shall be in effect until November 15th, 2017. By mutual agreement, it may be extended on an annual basis.

THAT FOR AND IN CONSIDERATION of the covenants and agreements hereinafter set out, **ASSOCIATION** agrees to allow **BENEFICIARY** the use of designated areas of the Round-Up grounds (See Exhibit A) for the conduct of scheduled league/non-league contests and practice activities related to those sporting events at no charge. **BENEFICIARY** shall post a REFUNDABLE damage and cleaning deposit of \$500 upon signing the Grounds Use Agreement. In recognition of the **ASSOCIATION'S** commitment to support the athletic activities of the **BENEFICIARY**, **BENEFICIARY** shall have access to use the Round-Up Stadium for league/non-league football games (following the completion of the Round-Up in September) and Fallen Field for baseball games during league/non-league seasons to include reasonable practice periods. The **BENEFICIARY** shall provide the Association with a copy of the league baseball and football schedules within two working days of their publication by league/non-league authorities. In no circumstances, will the **BENEFICIARY** have access to the stadium prior to the completion of the Round-Up on September 18th, 2017. The **BENEFICIARY** shall have the use of Fallen Field to practice for, and play, baseball games between February 15 and June 1, 2017. Additionally, **ASSOCIATION** grants **BENEFICIARY** the use of the Round-Up Stadium to conduct its graduation ceremony in June of 2017 (Subject to prior rental of the facility if the **BENEFICIARY** changes the scheduled graduation date).

In the event of post season league play by a **BENEFICIARY** athletic team, **BENEFICIARY** may arrange for additional use of **ASSOCIATION** facilities through written agreement with the **ASSOCIATION** Grounds Director.

Subject to the limitation imposed by Oregon Revised Statutes, the **BENEFICIARY** shall:

1. Have the exclusive responsibility to insure against injury or damage to person or property resulting from the activities of the **BENEFICIARY** in the use of its premises.
2. Except to the extent prohibited by Article XI, Section 9 of the Constitution of the State of Oregon or other applicable laws, and except as otherwise limited or barred by the terms of his lease, **BENEFICIARY** shall protect, defend, indemnify and hold **ASSOCIATION** harmless from and against any claim for negligence of **BENEFICIARY** resulting in personal or property damage to any third party up to the limits of liability imposed by the Oregon Tort Claims Act, ORS 30.260 et seq., and other applicable laws.
3. The **BENEFICIARY** will provide a Certificate of Insurance for additional coverage with a responsible company for bodily injury and property damage with a combined single limit of liability of not less than \$5,000,000 per occurrence. However, such insurance may be provided through a single policy or a combination of several policies including umbrella or excess coverage.

The **BENEFICIARY** shall be responsible for the preparation and maintenance of all playing surfaces to include: the chalking of fields, erection of goal posts, creation of pitchers mounds, placement of outfield walls, dug outs, foul ball poles, foul ball screens, etc.

The **BENEFICIARY** will be responsible for any bleacher seating provided at Fallen Field. **BENEFICIARY** will ensure that seating does not create a hazard nor impede traffic entering the **ASSOCIATION'S** facilities via 18th St.

When not used by **BENEFICIARY** to conduct scheduled athletic contests and associated practice activities, **ASSOCIATION** retains the right to use its facilities for other events. **Association** shall attempt to minimize disruption of playing surfaces and "chalked" lines. If such playing surfaces and markings are disturbed due to the conduct of **ASSOCIATION** authorized events, **ASSOCIATION** shall return them to their previous condition.

The **BENEFICIARY** will not allow any advertising to be displayed in the Round-Up Stadium nor any signs to be affixed to the fencing on Court Avenue.

ASSOCIATION reserves the right to inspect the facilities subject to this agreement to make sure they are returned in the condition they were in after the **BENEFICIARY'S** use of the facility. Additionally, **BENEFICIARY** shall return any keys or other security medium provided by the Association prior to return of the security/cleaning deposit.

The **BENEFICIARY** is responsible for providing security and parking control. Vehicle parking will only be allowed in areas defined at Exhibit A. Under no circumstances will vehicles be parked on any grass areas without the express written consent of the **ASSOCIATION**. Failure to park vehicles in designated areas or parking on grass areas without prior approval shall result in termination of this agreement and retention of the damage and cleaning deposit.

The **BENEFICIARY** will be responsible for maintaining the:

1. Dressing Rooms, Showers and First Aid Room:

BENEFICIARY will pick up and remove all soiled clothing, towels, etc. and keep the dressing rooms clean. The **BENEFICIARY** will insure that the floors are swept, mopped and sanitized and floor drains are cleaned. **BENEFICIARY** shall clean and empty garbage receptacles in these areas.

2. Restrooms:

All restrooms under the South and North Grandstands will be opened, stocked and cleaned by the **BENEFICIARY**. The **BENEFICIARY** will be responsible for the security of the restrooms.

3. The **BENEFICIARY** shall be responsible for general clean-up of the stadium stands and surrounding areas by noon of the day following any **BENEFICIARY** sanctioned athletic event or graduation ceremony. If the **BENEFICIARY** fails to have the facilities cleaned by noon of the following day, the **ASSOCIATION** may engage a contractor to perform clean-up activities. The cost of clean-up shall be reimbursed to the **ASSOCIATION** by the **BENEFICIARY**. The **BENEFICIARY** shall provide a dumpster of sufficient capacity to accommodate the garbage

generated by the **BENEFICIARY'S** activities. The **BENEFICIARY** shall be responsible for cleaning up the areas adjacent to Fallen Field. Adequate garbage cans will be provided by, and emptied as necessary, by the **BENEFICIARY** at Fallen Field.

The **BENEFICIARY** will ensure that alcoholic beverages, marijuana or illegal drugs are not sold or consumed on the **ASSOCIATION'S** property. Failure to enforce this policy may be grounds for the **ASSOCIATION** to terminate the agreement and retain the damage and cleaning deposit.

The **BENEFICIARY** will provide all concessions for their events unless otherwise negotiated with the **ASSOCIATION**. The **BENEFICIARY** assumes all liability associated with the sale and dispensing of food and soft drinks. The **BENEFICIARY** will provide **ASSOCIATION** with documentation that any required licenses and food handling certifications have been secured with appropriate state and city agencies.

The **BENEFICIARY** will insure that any souvenirs or merchandise sold on the premises while under their control will protect the trademarks, marks, copyrights and registrations of the **ASSOCIATION**. If any such souvenirs or merchandise is identified, the **ASSOCIATION** shall have the right to demand that **BENEFICIARY** immediately cease and desist the sale of such items.

The **BENEFICIARY** shall be responsible for the operation of the field lighting system to include the replacement of defective light bulbs. Only qualified **BENEFICIARY** staff or licensed electrical contractors will perform this work. Under no circumstances will the **BENEFICIARY** allow students or unauthorized personnel on the roofs of the North or South Grandstands.

If **BENEFICIARY** elects to use the "Crow's Nest" announcing stand, **BENEFICIARY** shall be responsible for providing its own sound system to include control equipment, unless otherwise authorized in writing by the **ASSOCIATION** Publicity Director. At all times the Crow's Nest is used in conjunction with football games, an adult District 16R staff member will be present to supervise any students. The **ASSOCIATION** will allow the **BENEFICIARY** to use the "Score Board" portion of video display board located at the east end of the stadium.

The **BENEFICIARY** assumes all risks, known or unknown, accepting the property as is and with all faults. There are no express or implied warranties that accompany this agreement and specifically no warranty of fitness for a particular purpose. Without limitation, the renter is responsible for all breakage, theft or removal of articles or artifacts from the property while the property is in the **BENEFICIARY'S** care.

In the event either party shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all expenses which may reasonably incur in taking such action, including, but limited to, attorney fees, whether incurred in a suit or action or appeal from judgement or decree therein or in connection with any non-judicial action.

It is agreed that this Agreement shall be interpreted according to the laws of the State of Oregon, United States of America, without regard for its principles of conflicts of law. This agreement constitutes the entire agreement between parties with respect to the subject matter hereof, and supersedes all prior agreements between parties as well as all prior proposals, negotiations, conversations or discussions between the parties relating to the subject hereof.

The Round-Up Association

Signed:

Title: _____

Date: _____

School District 16R

Signed:

Title: _____

Date: _____