

## **LEASE AGREEMENT**

STATE OF TEXAS           §  
COUNTY OF TARRANT   §

This Lease Agreement ("Agreement") is hereby made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Mansfield, Texas ("Lessor"), a Texas home-rule municipality, and the Mansfield Soccer Association ("Lessee") a Texas nonprofit corporation. For convenience, Lessor and Lessee shall sometimes be referred to herein individually as a "party" and collectively as "parties."

### **RECITALS**

WHEREAS, Lessor owns a certain tract of land located within its territorial jurisdiction located at 303 North Walnut Creek Dr., Mansfield, Texas which is commonly known as Katherine Rose Memorial Park ("Property");

WHEREAS, Lessor desires to lease the Property to Lessee and Lessee desires to lease the Property from Lessor for sports, recreation, and general park purposes only, including specifically a World Cup watching event on Friday June 12, 2015 from 3 p.m. to 9:30 p.m. ("Event");

WHEREAS, Lessee desires to retain a third party caterer to provide alcoholic beverages (beer and wine) and/or food to the patrons of the Event; and

WHEREAS, Section 130.01 of the Mansfield City Code specifically permits the consumption of alcoholic beverages in a public park if the alcoholic beverages were provided pursuant to a lease of the public park; and

WHEREAS, the City Council of the City of Mansfield has determined that this Agreement is in the best interests of the City.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties as expressed in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

### **I.**

1. Subject to the provisions of this Agreement, Lessor hereby leases unto Lessee and Lessee hereby leases from Lessor the Property for the purposes stated herein and any purpose stated in any special use permit obtained by Lessee for the Event.

2. The term of this lease shall be from 5:00 a.m. on Friday, June 12, 2015, to 11:00 p.m. on that same day ("Term").
3. As consideration for the lease of the Property for the Term, Lessee covenants and agrees to pay Lessor in advance the sum of \$1.00 as rent.
4. As long as Lessee is not in default of this Agreement, Lessee shall have exclusive right to occupy the Property and to use the Property as permitted by this Agreement.
5. Lessee shall not file or permit to be filed any lien on the Property and hereby agrees to indemnify Lessor against any and all mechanics and materialmen's liens or any other type of claims or liens imposed upon the Property arising as a result of Lessee's use of the Property.
6. Lessee further covenants and agrees that Lessee's use of the Property shall not violate any applicable federal, state, county or city laws, codes or other regulations, specifically including the terms of any special events permit obtained from Lessor regarding the Event and the rules of the Texas Alcoholic Beverage Commission regarding the provision of alcoholic beverages at the Event.
7. Lessee further covenants and agrees that Lessee shall keep and maintain, or cause to be kept and maintained, the Property, including all landscaping, trees, sod, parking lots and any existing structures on the Property, in a good state of condition and repair and shall relinquish the Property to Lessor upon the termination of this Agreement in substantially the same condition as the condition existing at the commencement of this Agreement, normal wear and tear excepted. In the event the Property is damaged as a result of Lessee's use of the Property (including damage caused by the patrons of the Event), Lessee shall immediately repair or cause such damage to be repaired at Lessee's sole cost and expense.
8. Lessee further covenants and agrees that it will not modify the Property or any structure thereon without the advance written consent of Lessor.
9. If Lessee desires to place signs on the Property to advertise the Event, Lessee shall comply with all applicable ordinances of Lessor regarding the displaying of such signs.
10. Lessee may retain the services of a third party caterer to provide food and/or alcoholic beverages to the patrons of the Event, provided that such caterer obtains the necessary permits from the Texas Alcoholic Beverage Commission and provides proof of such compliance to Lessor in advance of the Event.
11. **INDEMNITY FOR LOSS OF PROPERTY.** LESSOR SHALL IN NO WAY BE RESPONSIBLE FOR ANY PROPERTY BELONGING TO LESSEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES WHICH MAY BE STOLEN, DESTROYED OR IN ANY WAY DAMAGED, AND LESSEE HEREBY INDEMNIFIES AND HOLDS HARMLESS LESSOR, ITS

**OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUCH CLAIMS, REGARDLESS WHETHER ANY SUCH CLAIM OR SUIT FOR DAMAGES OR INJURY IS ATTRIBUTABLE, IN WHOLE OR IN PART, TO LESSOR'S NEGLIGENCE.**

**12. INDEMNITY FOR THIRD PARTY CLAIMS. LESSEE COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND AT ITS EXPENSE, LESSOR AND ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR DAMAGES OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY OF WHATSOEVER KIND OR CHARACTER, ARISING OUT OF OR INCIDENT TO THE EVENT, REGARDLESS WHETHER ANY SUCH CLAIM OR SUIT FOR DAMAGES OR INJURY IS ATTRIBUTABLE, IN WHOLE OR IN PART, TO LESSOR'S NEGLIGENCE; AND LESSEE DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS.**

13. Lessee further covenants and agrees that Lessee will furnish to Lessor, at Lessee's sole cost and expense, a certificate of insurance as proof that it has secured and paid for a policy providing public liability insurance covering all public risks related to the leasing, use, occupancy, and maintenance of the Property and the Event. The amount of such insurance shall not be less than \$500,000.00 for personal injury or death, per occurrence. Lessor shall be named as an additional insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against Lessor and providing that such policies may not be cancelled unless Lessor is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to Lessor.

14. This Agreement shall be subject to cancellation by Lessor, at Lessor's sole discretion, in the event Lessee fails to comply with a term or condition of this Agreement.

## **II. MISCELLANEOUS PROVISIONS**

15. Entirety. This Agreement shall be the sole understanding and agreement of the parties with respect to the subject matter hereof. Any prior written or oral understandings of the parties that contradict the terms of this Agreement shall not be binding on the parties.

16. Assignment. This Agreement and any interest therein may not be assigned by Lessee without the written consent of Lessor.

17. Binding. This Agreement shall be binding on the Property and the parties and their respective successors-in-interest.

18. Severability. In the event any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, the remainder of this Agreement shall remain in effect and shall not be affected thereby.
19. Notice. Any notice required to be given by this Agreement shall be deemed to have been given within three days of depositing in the mail, if sent to the other party by United States certified mail, return receipt requested, or upon receipt of the notice if sent by other receipted delivery service, at the address listed below:

If to the City:                      City of Mansfield  
   1200 E. Broad St.  
   Mansfield, Texas 76063  
   Attn: City Manager

With copy to:                      Legal Department  
   1200 E. Broad St.  
   Mansfield, Texas 76063

If to Lessee:                      Mansfield Soccer Association  
   3120 Summer Grove Ct.  
   **Mansfield, Texas 76063**  
   Attn: President

The parties may at any time change their respective address for notice purposes by delivering a notice of change of address to the other party in accordance with this section.

20. Amendment. This Agreement may not be amended or modified except by written amendment which is signed by both parties.
21. No Joint Venture. Nothing in this Agreement should be construed by the parties or by any third party to create the relationship of principal and agent of a partnership, joint venture or employment it being understood the parties are solely acting as independent parties for the purpose of effecting the provisions of this Agreement. As such, neither party has the authority to represent or to bind the other with respect to any third party agreement or proposal.
22. Governing Law/Venue. This Agreement shall be governed by the law of the State of Texas. Venue for any legal action to interpret or enforce the terms of this Agreement shall lie in Tarrant County, Texas.
23. Attorney's Fees. In the event that it becomes necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs of court from the non-prevailing party.

SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 to be effective on the last date of a party to sign below.

CITY OF MANSFIELD

By: \_\_\_\_\_  
Clayton Chandler, City Manager

ATTEST:

\_\_\_\_\_  
Vicki Collins, City Secretary

MANSFIELD SOCCER ASSOCIATION

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

Print Name: \_\_\_\_\_

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

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who after being duly sworn stated that he/she is the \_\_\_\_\_ of Mansfield Soccer Association and that he/she signed the foregoing instrument on behalf of said entity for the purposes expressed therein.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

My commission expires: \_\_\_\_\_