

**CITY OF SHOREWOOD  
ANNUAL ATHLETIC FACILITIES  
MEMORANDUM AGREEMENT**

THIS MEMORANDUM AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the \_\_\_\_\_, hereinafter called "Athletic Association", and the City of Shorewood, a Minnesota Municipal Corporation, hereinafter called "City";

1. The City agrees to provide to the Athletic Association the use of the facilities located at \_\_\_\_\_ (the facilities) for those date and times specifically set forth in the schedule approved by the City .

The Athletic Association shall submit a "requested" schedule to Park and Recreation Coordinator which serves as agent for the City for field scheduling. The schedule should show a 15 minute break between games or warm-up sessions. Such submission shall be made within five days after execution of this Agreement. Said "requested" schedule shall be reviewed by the Park and Recreation Coordinator who may change the dates and times and amend the "requested" schedule as it deems in the best interest of the City. After approval by the Park and Recreation Coordinator and the City, the schedule shall become "final", and no changes shall be made without written notice and approval to the Park and Recreation Coordinator and the City. The Athletic Association shall contact the Park and Recreation Coordinator if it moves, postpone, or cancels an event if it reasonably appears that damage to the facility will result from its use. The City shall have the right to require that an event be moved, postponed or cancelled if it appears that damage to the facility might result from its use due to inclement weather or other unsuitable conditions.

2. The Athletic Association shall use the fields in the manner in which the fields were designed and for their intended purpose only. If the Athletic Association wishes to use additional fields other than previously scheduled times for practices, tournaments, or any other event, it will contact the Park Coordinator for approval before using the fields.

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3. The Athletic Association shall be solely responsible for any required markings or lining of field facilities. It shall also be responsible for the proper parking of spectator cars in designated areas and for proper crowd control; no cars or vehicles shall be permitted to park on grassy areas, in "no parking" zones, or to obstruct/interfere in any way access to any City building/property in case emergency vehicles are called out. As outlined in the Facility Use Agreement.
4. After each use of the facilities, the Athletic Association agrees to clean up all trash and rubbish and leave the premises in a clean and orderly condition.
5. The Athletic Association shall file a copy of a liability insurance policy naming the City as insured in the amount of \$500,000 with the Administrator, together with a signed copy of this agreement and a copy of the approved schedule before using the facilities for any purpose.
6. This Agreement shall be in existence for the balance of one year subject to its being revoked on 10 days notice. In case of vandalism, or lack of control of the spectators, or violation of any terms of this contract by the Association, the City shall be entitled to revoke use of the field by the Athletic Association with a written notice. The Association has the right to appeal to the City Council if it so desires during the 10 day notice period from date of this notice.
7. Tournaments without special consideration may be approved by the Park Coordinator, although any changes on Park property require written authorization by the City. All policies, rules, and regulations for City parks will be in effect. The sponsors will be entirely responsible for the operation of the tournament, and will be expected to assume financial responsibility in case of damage, loss, etc.
8. If the Athletic Association wishes to hold a tournament, it shall comply with the tournament policy by submitting a tournament application detailing the field(s) or rink(s) requested, tournament date, tournament time, events, participants, insurance coverage, responsible party/contact (name/address/phone-work and home), availability of medical assistance, and any other pertinent information to the Park Coordinator. The Park Coordinator will verify with the City if tournament date(s) requested conflict with any other City event(s) before approval is given. The Athletic Association must

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provide a final schedule of events to the City one week prior to the tournament.

9. Any use of the facilities by the Athletic Association other than that authorized herein shall result in an immediate forfeiture of further rights to use the facilities.
10. The Athletic Association shall review the restrictive provisions of this agreement with each of its coaches and provide them with copies thereof.

**CITY OF SHOREWOOD**

**ATHLETIC ASSOCIATION**

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

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

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

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

04/24/95  
mh