

APPENDIX D
YOUTH SPORTS ASSOCIATION or SPORTS LEAGUE AGREEMENT

This agreement is made this _____ day of _____, 20_____, by and between Harris County Recreation Department (hereafter referred to as "Department"), acting by and through the Harris County Board of Commissioners, a political subdivision of the State of Georgia (hereafter referred to as "County"), and the Harris County Recreation Board (hereinafter referred to as "Board") and _____, a non-profit community Youth Sports Association organization, hereafter called "Association", or a non-profit Youth Sports Club (Little League, Football League, Basketball League, Baseball League, etc.), hereafter referred to a "League".

In consideration of the mutual agreements contained herein, it is hereby agreed:

1. County authorizes Association/League to use recreation facilities as determined by the Harris County Recreation Director (hereinafter called "Director") for a period of time beginning on _____ and continuing in force and effect until _____, which shall automatically renew and extend for additional twelve (12) months period thereafter upon the same terms and conditions unless either party notifies the other, in writing at least thirty (30) days prior to termination of its intention to cancel or otherwise amend this Agreement. Either party may terminate this agreement for convenience and without cause by providing thirty (30) days written notice to the other party.
2. County authorizes the Director to execute this agreement on behalf of the County, and designates the Director or his designee as its point of contact, coordinate, and liaison with the Association/League in the execution of the terms of this Agreement.
3. County has vested ownership in all recreation property, equipment and/or facilities, and the Board shall and will set rules, regulations and policy to be enforced by the Director and/or the Board.
4. Concessions at Department facilities are the sole property of the County and cannot be moved or used for individual or personal use; that with concession use, the Association/League is responsible for clean up of the concession stand area; that failure to clean concession area after use may result in loss of privileges; and that concession areas are subject to unannounced inspections by the Director and/or his staff.
5. Director has the authority, based on inclement weather conditions, to postpone, delay or cancel games for the safety and well-being of the participants and spectators. If Association/League uses the facilities after such an advisory by the Director, it will be in breach of contract and hereby agrees to reimburse the County for any costs to repair the field(s). The Association/League is responsible for communicating to its participants about the play of games during periods of inclement weather.
6. Department is responsible for field preparation for games; however, it could become the responsibility of the Association/League to do so before games due to mitigating circumstances that happen after normal work hours of the Department. Association/League will be notified by Director.
7. Association/League agrees facilities will be used in a safe manner and in compliance with all applicable federal/state laws and County ordinances, rules and regulations.
8. It is unlawful to possess or consume illegal drugs or alcoholic beverages on Department property, and in the event of a violation, appropriate action will be taken to include notifying the property law enforcement authorities.
9. It is unlawful to smoke, dip, chew tobacco, or use any tobacco products on Department property, in Department facilities, or during any Department activity.
10. All Association/League coaches and other league officials, as applicable, must be certified by a nationally recognized organization, and that certification must be kept current. Each sports board will decide on the nationally recognized organization for that sport.
11. Association/League agrees, subject to appropriate classification for purposes of ensuring the safety, health and welfare of participants, that all persons shall be offered the opportunity to participate in recreation activities regardless of race, color, national origin, religion, sex, age, financial circumstances, and disability, unless such participation would create risk to the participant or another participant.
12. Failure of Director to insist upon a strict performance of any term or condition of this agreement shall not be deemed a waiver of any right or remedy the Department or County may have.
13. Nothing contained herein shall be interpreted to assign the Association/League any status under this agreement other than that of an independent Association/League and not a department of Harris County.
14. Nothing contained herein shall be construed to be a waiver of governmental immunity by the County, its officers and employees.
15. Association/League has the right to assign the interest it holds in this agreement only with the prior written approval of the Director.

16. Changes or modifications to this Agreement shall be presented to the Association/League at least twenty-one (21) days prior to becoming effective, and must be agreed upon, in writing, between the Director and the Association/League.
17. For the purpose of this agreement, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:
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| Association/League:

_____ | County:
Recreation Director
Harris County Community Center
7509 Georgia Highway 116
Hamilton, GA 31811 |
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18. The laws of the State of Georgia shall govern this agreement.
19. Association/League releases County, its agents and employees, from any and all damages or injury to person or property arising out of the performance of this agreement, and Association/League shall indemnify and hold harmless the County against all damages, liabilities, expenses, and losses incurred by County as a result of Association/League's performance of this agreement.
20. Association/League is to furnish the Director with the following, which is to be kept on file in Director's office:
- (a) Current list of board members with addresses, telephone numbers, and e-mail addresses within 30 days of execution of this agreement. Change in board member contact information should be forwarded immediately to the Department and to the Secretary of the Harris County Recreation Board.
 - (b) Evidence of non-profit status within 30 days of execution of this agreement and then annually thereafter.
 - (c) Current copy of Association/League By-Laws upon request.
 - (d) Financial statement and a copy of the most recent bank statement upon request.
 - (e) Current list of all coaches, their addresses, telephone numbers, and e-mail addresses prior to the start of each sport's season and as changes occur.
 - (f) Team roster at least ten (10) days prior to start of regular season.
 - (g) A completed and signed application from each coach, manager or other league official, board member, team parent, or any other persons, who volunteer their services, which allows for a background check to be conducted as set out in the Recreation Board Ordinance.
 - (h) The original or e-signature forms of the appropriate rules and regulations and/or conduct forms executed by all coaches, managers or other officials and by sports parents/guardians prior to the start of each sport's season.
21. Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. Neither party shall be bound by this Agreement until both parties have executed it. If not executed in multiple counterparts, the original shall be retained in the office of the Director.
22. Failure of the Association/League to comply with the terms and conditions of this Agreement could result in the immediate revocation of this Agreement by the Director and disqualification from participation in Recreation Department activities in any manner by the Association/League and/or its members.

Signatures:

 Signature of Association/League President

 Signature of Recreation Director

 Type or Print Name

 Type or Print Name

 Title