

**Arizona Traditions Homeowners Association
and Arizona Traditions Senior Softball Club
Facility Use Agreement**

This Facility Use Agreement ("the Agreement") between the Arizona Traditions Homeowners Association ("the Association") and the Arizona Traditions Senior Softball Club ("the Club") is for use of the Association's Softball facility. This Agreement will be for a period of one (1) year beginning on April 1, 2025 ("Annual Date"). This Agreement supersedes any previous agreements between the parties.

The Club shall pay the Association an annual user fee ("the Fee") of \$13,000.00 per year. The annual fee may be paid in two installments – one on April 1st and the other on October 1st.

The Association is a private community, and the Club is an independent non-profit, tax exempt organization, incorporated in the State of Arizona. All Club participants must be at least 55 years of age. The Spring/Summer season runs from May to September and the Fall/Winter season runs from October to April. Twice a year, at the beginning of the Spring/Summer and the Fall/Winter seasons, the Club will provide the Association with a list of participants, their address and designate whether they are an Arizona Traditions resident or a non-resident. Any additions to the list of participants will be submitted to the Association as soon as possible. The Club will also provide the Association with the rules provided to all players on an annual basis.

The Club agrees to use restricted-flight rated softballs only to mitigate risk to observers and others utilizing the amenity. The Club will make every effort to ensure that higher-ranked players play on Saturdays only.

The Club understands there may be a risk of physical injury or death. Considering this possibility, no matter how severe, the Club voluntarily waives, releases, discharges and holds harmless AAM, LLC, the Arizona Traditions Homeowners Association, Board of Directors, committee's and their members, volunteers, and residents. All Club participants shall sign a waiver, attached to this agreement as Exhibit A, which will be provided to the Association before participating in any Club activities. The Club is responsible to ensure that all Club participants sign the waiver attached as Exhibit A before participating in any Club activities.

The Club understands that it is subject to all Association rules. All participants must adhere to the Association's rules and obey all posted speed limits and parking rules within the Association's property. Any participant that violates these rules may be suspended from participating in activities on the Association's property for a length of time as determined by the Association's Board of Directors. The Club agrees that participants may be photographed or recorded for promotional purposes.

During a season this agreement allows the Club use of the Association's Softball facility on Mondays, Tuesdays, Thursdays and Saturdays from 7:00 AM until 3:30 PM unless an extra inning is required, or weather delays a game. Batting practice is permitted on Wednesdays for residents only and Fridays for all participants from 8:00 AM to 10:00 AM (Spring & Summer / from May 5th

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through September 14th) and 11:00 AM to 1:00 PM (Fall/Winter / from October 16th through April 25th), at the discretion of the Association, which may be extended if weather conditions cause a delay. All Club participants may use the restrooms at the Association's Neighbor Center during the days and times listed above. To minimize disruption to other scheduled Association activities, entry to the restrooms is required through the west (main entry) door. Use of the Neighborhood Center indoor spaces including card room, meeting area, storage area and kitchen facilities for the Club is not permitted under this agreement during Club time. The patio area outside the Neighborhood Center is designated as non-smoking and is limited for use by the Club to the days and times listed above. The Club will advise and make every effort to have players park in the locations identified in Exhibit B and the Club ~~and~~ should fill those lots indicated before parking on Traditions Loop Road. If parking is necessary on Traditions Loop, those vehicles should be parked on the west side of the road as indicated in Exhibit B and those vehicles shall be moved as soon as the game is complete. Parking is NEVER allowed in a red zone. Violating vehicles may be towed at the owners expense. The Club's use of other amenities may be subject to a fee at the discretion of the Board.

The Association agrees to maintain the facility at its expense. The grass will be cut twice a week, conditions permitting, to a height of 2 inches or as recommended by the Association's landscape contractor. The Association agrees to maintain the scoreboard. Overseed of the outfield grass may occur during normal fall overseed season at the discretion of the Association's Board of Directors. During that time the field will not be available from September 15th to October 15th and if weather conditions dictate that time period may be extended. The field will not be available from April 26th to May 4th for spring maintenance. The Association will not be responsible for costs incurred to play on other fields during any closure of the softball field. The infield will be professionally evaluated to determine if the infield requires to be laser leveled, and if materials need to be added and whether a hump between the infield and outfield needs to be removed. The warning track around the field will also be evaluated at this time.

Furthermore, the Association plans on holding "Concerts on the Green" which normally occur on the first weekend in March and November, which will impact facility availability. In order to prepare the area for the concerts the field will not be available for play on those weekends from Friday through Sunday. The Association will give advance notice to the Club of the schedule of these events at least 30 days prior to a season to allow for game schedule adjustments. Notwithstanding the foregoing, the Association has priority with respect to all scheduling.

The Club agrees to keep the property, and any adjacent properties used or affected by the Club's use or presence, and any equipment owned by the Association, clean during the term of this Agreement. The Club agrees that the property and equipment used by the Club shall be in the same condition that existed prior to the Club's use thereof. If the Club does not keep the property and equipment used by the Club in the same condition, the Association may repair or replace the property or equipment and charge the Club for the price of the repairs or replacement.

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During the term of this Agreement, the Club agrees to provide and pay for a comprehensive general liability insurance policy with coverage of at least \$1,000,000 per occurrence. The policy shall cover claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from the Club's operations under the Agreement, whether such operations are by the Club or anyone directly or indirectly employed by any of them. Certificates of Insurance acceptable to the Association and naming Arizona Traditions Homeowners Association and AAM, LLC as additional insureds shall be filed with the Association at the execution of this Agreement. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Association.

Any damages to the property, systems, or equipment of the Association, or any Member or third party, caused by the Club or a participant while using the Association's softball facility will be the responsibility of the Club and costs for the repairs shall be borne by the Club.

The Club uses the Association Softball facility and shed with the express consent of the Association in accordance with this Agreement. Notwithstanding any provision in this Agreement to the contrary, either party may terminate this Agreement at any time, without cause and without penalty, by providing the other party with 30 days' written notice. In the event that the Agreement is terminated, the base Fee shall be prorated to the date of the termination.

No amendment or other modifications to the Agreement or waiver of any term hereof shall be effective unless in writing and sign by both parties.

By signing the Association and the Club agree to the terms of this Agreement.

Arizona Traditions Homeowners Association

DocuSigned by:

Gary Gardner

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Gary Gardner, President

Arizona Traditions Homeowners Association

Date: 4/9/2025

Date: _____

Signed by:

Jane Olson

EA50F3E837C74EE...

Jane Olson, Secretary-Treasurer

Arizona Traditions Homeowners Association

Date: 4/10/2025

Date: _____

Arizona Traditions Senior Softball Club

Signed by:

Sharon Marine

0CDA62F70674415...

Sharon Marine, President

Arizona Traditions Senior Softball Club

Date: 4/8/2025

Date: _____

Signed by:

Russ Bicknell

4094B402ADCA49D...

Russ Bicknell, Secretary

Arizona Traditions Senior Softball Club

Date: 4/9/2025

Date: _____