

## Softball Field Use Agreement

Whereas the Robson Ranch Denton Homeowners Association, Inc (hereinafter "HOA") owns a softball field located within its premises on Robson Ranch Road, Denton, Texas; and,

Whereas the Robson Ranch Softball Association (hereinafter "RRSA") established by a charter agreement desires to use the softball field for its various softball games and related softball practices; and

Whereas both HOA and RRSA desire to clarify the terms and conditions of HOA's and RRSA's rights and obligations regarding the use of the softball field, it is hereby understood and agreed that the following terms and conditions will apply:

1. HOA has all rights and duties of owner.
  - a) HOA will be responsible for all utilities, taxes, and property and liability insurance related to its ownership of the softball field, but it is specifically agreed that the softball field will not have lights.
  - b) HOA agrees to save and hold harmless RRSA from all such tax and utilities expenses described above.
  - c) HOA agrees to arrange all necessary utilities and report the existence of the park to any governing authorities interested in its existence.
  - d) HOA agrees to maintain the softball field in playable condition with the exception of the maintenance responsibilities assumed by RRSA under this Use Agreement. With respect to outfield maintenance, this includes watering, mowing and fertilizing as needed.
  - e) HOA agrees to provide RRSA with a self-propelled raking device and a powered work cart to assist RRSA with its maintenance responsibilities.
  - f) HOA agrees to equip the softball field with a grandstand, a scoreboard, a scorer's table, and a storage shed for tools and equipment.
  - g) HOA agrees to make the softball field available to RRSA for its exclusive use during the "Restricted Times" described below.
2. RRSA agrees to use the softball field only for softball games and the practice thereof. Further RRSA agrees to the following:
  - a) RRSA will maintain the infield portion of the softball field and prepare this portion of the park as needed for its games and practices. This includes, but is not limited to, purchase out of funds discussed in paragraph 21 below and installation of Diamond Pro infield conditioner/mix, as needed and determined by RRSA.

- b) RRSA understands and acknowledges that only Diamond Pro infield conditioner/mix will be used and should not be mixed with other types of dirt or sand. The cost to repair infield areas contaminated with other types of dirt or sand will be the responsibility of RRSA.
- c) RRSA acknowledges that the infield portion will not have sod or grass and that it should be leveled and smoothed by raking on a regular basis.
- d) RRSA agrees to be responsible for infield markings to suit its needs.
- e) RRSA agrees to be responsible for collecting and disposing of any and all trash and refuse on the field, in the grandstand or in any other area of the softball field.
- f) RRSA agrees to obtain a complete release of liability in favor of HOA from all users and players who are participating in any softball games or practices conducted by RRSA or any of its teams or units and RRSA agrees to hold HOA harmless from any claims against it arising from RRSA's use of the softball field.
- g) RRSA agrees to obtain Directors and Officers (D&O) insurance as deemed necessary by the RRSA.
- h) RRSA agrees to pay for uniforms to the extent the RRSA deems these items are needed and RRSA acknowledges HOA has no responsibility for providing uniforms.
- i) RRSA agrees to make the softball field available to HOA at all times other than the "Restricted Times" described below.
- j) RRSA acknowledges that HOA remains as owner under this Use Agreement. Therefore, RRSA agrees that all Conditions, Covenants and Restrictions applicable to HOA property apply to the softball field.
- k) Any food or beverages sold at the softball field must be provided by the Food and Beverage concessions operated by the HOA
- l) Any income or funds collected by RRSA sponsors' payments for signage on the outfield fences is the property of HOA, to be held by the RRSA, and will be used for the maintenance and improvement of the softball field and for any item used at the softball field that is available to all residents except food, unless otherwise approved by the HOA Board. Funds collected by the RRSA for dues paid by participants and funds collected for specific RRSA events, remain the property of the RRSA.
- m) HOA has the right to audit the RRSA's books with respect to the use of collected monies to verify the agreed upon use of said funds.
- n) Any improvements and modifications to the softball field or surroundings must be approved by the HOA Board.



3. Both HOA and RRSA agree that this Use Agreement supersedes any earlier discussions or understandings of either party and is the exclusive document to clarify the terms and conditions related to RRSA's use of the softball field and HOA's obligation to provide the softball field.
4. This Use Agreement takes effect on the date it has been executed by the HOA Board of Directors and the President of RRSA. Modifications to this agreement will take place 'as needed' when one party submits a written request to the other requesting to negotiate a specific change.
5. Either party may cancel this Use Agreement by providing the other party with a hand delivered notice of termination to be effective 30 days subsequent to the receipt thereof by the notified party. Delivery to any member of the HOA Board of Directors or to the President or Vice President of RRSA shall be sufficient to establish notice of intent to terminate. In the event HOA notifies RRSA of its intent to terminate, it is understood that HOA has no duty to provide RRSA with a replacement softball field for the use of RRSA. In the event of termination of this Use Agreement or non-renewal thereof, RRSA agrees to return the softball field and HOA provided equipment to HOA in substantially the same condition as they were when received except for normal wear and tear. In addition, any and all moneys collected from sponsors for signage on outfield fences shall be turned over to the HOA.
6. "Restricted Times" are defined as follows, provided that the field has not been previously reserved by a homeowner:
  - a) A period from up to 30 minutes before and up to 30 minutes after each game and all time used for scheduled games. Scheduled games are games announced by the RRSA at least 48 hours in advance which are to be played between teams in the RRSA, and
  - b) Practice periods announced at least 24 hours in advance by teams in the RRSA such practice periods not to exceed two hours for any one team on any one day, and
  - c) Games between teams in the RRSA and teams from outside the RRSA provided such games have been announced and scheduled for not less than 72 hours in advance of the game, and
  - d) The time between the preparation of the infield by the RRSA for a scheduled game and 30 minutes prior to the start of a scheduled game provided such preparation is on the same day as a scheduled game.

Dezell Macklin 11/5/2015 [Signature] 12/2/14

President, RR Softball Association      Date      Board of Directors, RRDOA      Date