

LEASE AGREEMENT

**JIM WARREN PARK FOOTBALL AREA
COWBOYS COMPLEX & PHASE V**

This Lease Agreement, ("Agreement"), is entered into on this _____ day of _____, 2016 by and between the City of Franklin Parks, Tennessee, ("City"), and Franklin Cowboys Association, ("Lessee").

WHEREAS, the City owns, operates, and maintains certain facilities for athletic contests and other public uses, which facilities are generally known as the Jim Warren Park Football area, Cowboys Complex and Phase V; within the City's corporate limits.

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use the Jim Warren Park Football Area, Cowboys Complex and Phase V for athletic programs under the direction of the Franklin Cowboys Association.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** The City hereby leases to Lessee and Lessee hereby leases from the City, the football fields, Cowboys Complex and Phase V (hereinafter, "Premises"), located in Jim Warren Park.
2. **Term.** The term of this Agreement shall be for seven (7) years from the date indicated above with an optional three (3) years extension, if both parties agree in writing. In no event will the term of this Agreement exceed ten (10) years.
3. **Use of Premises.** Lessee shall have the right to occupy and use the Premises for the purposes of conducting football programs. Lessee shall conduct football league as follows:

Spring Camp: Lessee shall have the right to occupy the Premises from Monday-Friday and Saturday for the first (2) weeks of May each year of the Agreement.

Fall League/Practices: Lessee shall have the right to occupy the Premises Monday - Friday mid-July through early November as agreed to by the parties.

Fall League/Games: Lessee shall have the right to occupy the Premises Saturdays August through early November as agreed to by the parties.

The City reserves the right to use all or any part of the Premises for private or City sponsored events (including weekdays) by providing Lessee thirty (30) days prior notice during the term of this Agreement.

Lessee shall use and occupy the Premises in a safe and careful manner and in compliance with all applicable municipal, state, and federal laws, rules, and regulations prescribed by the City Fire and Police Departments and other Governmental authorities as may be in force and effect during the term of this Agreement. Lessee shall not do any act or suffer any act during the term of this Agreement, which will in any way deface, alter, or injure any part of the Premises, except normal wear and tear.

Lessee shall only use the Premises to conduct football leagues and season ending football tournaments. Lessee shall not conduct additional tournaments or conduct outside special events on the property without permission from the City. The City shall be notified in writing for requests other than football league play under the direction of the Lessee. Additional fees may be applied to the Lessee for uses outside the scope of this lease agreement. Additional fees shall be at a rate as agreed upon by the parties.

Lessee shall dispose of all trash from fields into proper disposal containers prior to leaving the premises post game play. The City shall dispose of all waste materials offsite and empty containers from surrounding areas.

4. **Schedules.** The Lessee shall submit to the City, prior to spring camps and fall football league(s) starting, a copy of each league's play schedule with a proposed light schedule for City Parks personnel. Changes to schedules for rainouts/make-ups shall be submitted by email to the Franklin Parks Department Parks and Recreation Superintendent within 24 hours or as soon as schedules are developed by the Lessee.
5. **Equipment.** Lessee shall supply all of its own equipment. The City will not be responsible for supplying any equipment, nor for taking any other action, with respect to the construction or repair of the Premises other than as provided herein.
6. **Assignment.** This Agreement may not be assigned by either party without the prior written permission of the non-assigning party.
7. **Rent.** Lessee will pay the City of Franklin Parks Department a total sum of One Thousand Eight Hundred Twenty-Six and 67/100 Dollars (\$ 1,826.67) as rent for the 2016 season, and such amount shall include all utilities. Rent shall be payable in full on December 1, 2016. Rent for the 2017, 2018, 2019, 2020, 2021 and 2022 seasons shall be paid in the same manner, and shall be increased by 4%, compounded annually, due and payable on December 1, 2017, 2018, 2019, 2020, 2021 and 2022 with an optional 3-year contract extension in 2023, 2024 and 2025 with an increase of 5% compounded annually, due and payable on December 01, 2023, 2024 and 2025. A statistical report pertaining to the leagues held at Jim Warren Park shall be submitted by the Lessee, no later than the 30th of December each year, to the City of Franklin, of the past spring and fall leagues, in order to provide participant numbers of participants for benchmarking purposes.
8. **Concessions.** The Lessee has permission to use the concession facility located at the Cowboys Complex and Phase V at Jim Warren Park. The equipment which the Lessee owns will be the responsibility of Lessee and any repairs to this equipment, would be the responsibility of Franklin Cowboys Association. Any installation of equipment requires written consent by City of Franklin Parks Department in conjunction with City of Franklin Building and Neighborhood Services and/or Fire Department. The Lessee will be responsible for maintaining insurance coverage on any and all equipment located/stored in concession facilities. The Lessee shall be responsible for cleanliness and overall appearance of the concession area.

It is understood that if the City of Franklin Parks Department sponsors a tournament for football or another special event, the Lessee reserves the first right of refusal to sell concessions for that activity, with the rights of those concessions awarded to Lessee; however, should Lessee decline to sell concessions the City of Franklin reserves the right to sell

concessions. In the event the City sells concessions, the City shall use its own equipment and shall receive any proceeds from concession sales.

The concession stand cannot be converted or subleased.

9. **Vendors.** The Lessee shall prohibit vendors from providing any goods during the Lessee's use of the football fields, unless Lessee obtains prior permission from the City.
10. **Repair of Damage.** The City is responsible for field preparation, which shall include proper field maintenance including field to be kept free of ruts and other hazards. Additionally, the City is responsible for construction and repair of the football fields. Lessee agrees to notify the City of any damages to the Premises which occur during the term of this Agreement in which the Lessee is aware.
11. **Insurance.** Lessee shall procure and maintain, throughout the term of this Agreement, a policy or policies of insurance, at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection with the use of the football fields by Lessee. The limits of such liability policy or policies must be in an amount not less than One Million Dollars (\$1,000,000.00) general liability coverage which shall cover the building against vandalism occurring during use by the Lessee and all equipment and contents. Insurance policy must be submitted annually and must show the City of Franklin as the certificate holder for the duration of the Lease. All insurance policies must be submitted to the Franklin City Parks Department prior to the beginning of the season and will remain on file on an annual basis.
12. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties here to shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
13. **Termination.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party at the address listed below; such notice shall take effect at the completion of the current season (spring or fall) post season tournament play.
14. **Background Checks.** Lessee shall be responsible for conducting all background checks for any personnel, umpires, or coaches they deem necessary for football programming.

ADDRESS:

CITY:

**City of Franklin
P.O. Box 305
Franklin, Tennessee 37065-0305**

**Attn: Lisa R. Clayton, Parks
Director: LisaC@franklintn.gov**

ADDRESS:

LESSEE:

Franklin Cowboys Association
Dale Nichols: President Franklin Cowboys
dnichols3@bellsouth.net

Either party may, by written notice to the other, change the address to which subsequent notice shall be directed.

15. **Assumption of Liability.** The City shall not be liable to Lessee or Lessee's employees, agents, guests or invitees or to any other person whomsoever, for injury to persons or damage to property on or about the Jim Warren Park caused by the negligence or misconduct of Lessee, its employee, subtenants, licensees and concessionaires or of any other person entering Jim Warren Park under expressed or implied invitation of Lessee arising out of the use of the Premises by Lessee in the conduct of its business herein or arising out of any breach or default by Lessee in the performance of its obligations hereunder and Lessee hereby agrees to indemnify the City of Franklin and hold the City of Franklin Harmless from any loss, expense or claims arising out of or caused by burglary, theft, or other illegal acts performed on the premises. Lessee shall submit within a 24-hour period all accident reports to the City of Franklin Parks Department.
16. **Governing Law.** The validity, construction, and effect of this Lease and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.
17. **Venue.** Any action between the parties arising from this agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.
18. **Waiver.** No waiver of any provision of this Lease shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
19. **Severability.** Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.
21. **Accident Report Form.** Lessee agrees it shall submit an Accident Report Form as part of this Lease Agreement. Accident Report Form is to be made available to all affiliated with the Lessee's use of the football fields with instructions on its use and purpose, specifically, that any and all accidents are to be reported on this form and submitted to the City of Franklin Parks Department no later than 24 hours of accident.

FRANKLIN COWBOYS ASSOCIATION:

Signature: _____

Printed Name: _____

Title: _____

CITY OF FRANKLIN

Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

APPROVED AS TO FORM

Kristen L. Corn, Assistant City Attorney

