

## **AGREEMENT**

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between The Mayor and Aldermen of the City of Vicksburg, a municipal corporation (hereinafter referred to as "City"), and the Vicksburg Girls' Softball Association, a 501(c)(3) Mississippi non-profit corporation (also referred to as "Association").

### **WITNESSETH:**

1. The City owns the softball fields located at Halls Ferry Park, Vicksburg, Mississippi.
2. The City and the Vicksburg Girls' Softball Association envision a broad scope appeal and use of the City's softball fields for the enjoyment and entertainment for the citizens of the City of Vicksburg.
3. The Association must maintain its 501(c)(3) status. Verification of said status must be attached to this Agreement. That failure of the Softball Association to maintain a 501(c)(3) status will be cause for the immediate termination of this Agreement.
4. The Association may sponsor various teams and levels of play; however, the Association shall ensure that team play shall be opened to all players (city players) and it shall be a player\parent choice. All coaches and assistant coaches shall pass a background check in accordance with the Little League International Softball Association rules and regulations that are applicable to the City.
5. The Association shall play using the Little League International Softball Rules of play as published by the Little League International Softball Association. Players

must play team games and cannot skip team games to play in tournaments.

6. The City of Vicksburg shall provide affiliation fees and insurance for the Association so long as this Agreement remains in full force and effect.
7. The Mayor and Aldermen of the City of Vicksburg finds and adjudicates, based upon the fact that the recreational benefits provided by the Association and its softball program shall be helpful toward advancing the moral, financial and other interests of the City of Vicksburg, and also finds and adjudicates that the value of such program far exceeds the value for the use of the City owned and maintained facilities and the proceeds from the exclusive operations of the concession stands on such facilities.
8. The Association may operate the concession stand without charge during play of any of its games or tournament play.
9. In the operation of the concession stand, the Association shall sell products contracted with vendors by the City of Vicksburg, if any, including Brown Bottling Company. It shall be the responsibility of the Association to obtain a list of all products and vendors for which the City is contractually liable. That the Association must sell those products only and no competing products.
10. The Association may retain all proceeds from the sale of products from the Concession Stand with the intent that said proceeds will be used to help run the Association and provide funds for the upkeep, maintenance and improvements of the softball fields. The Concession Stand may be operated by the Association or a non-profit designee/contractor of the Association. If operated by a non-profit designee/contractor, then Association shall receive an agreed upon percentage of

concession proceeds. Association agrees that upon request from City, it will provide an accounting for the proceeds and expenditures of the Association in running the league and concession stand.

11. The Association, at the end of each year, shall discuss with the City any maintenance or repairs that are needed, and if said Association has funds available from concession sales or other sources, Association shall agree to provide funds for the upkeep and maintenance and improvements of the softball fields.
12. If Association elects not to run the concession stand or hire a non-profit designee/contractor to run concessions, then Association shall not receive concession proceeds, and the City will bid out concessions.
13. The Association shall be entitled to receive and retain any proceeds collected at the gate for tournament or league play, and the funds may be utilized to provide upkeep, maintenance and improvements of the softball fields.
14. The field shall receive regular maintenance for game play and maintenance of the common areas. During tournament or league maintenance, the fields shall be maintained once every two (2) games, i.e. Rumble on the River or any other legitimate state tournament, unless otherwise agreed. City agrees to provide softball equipment to include softballs, bats, and catcher's equipment, and pay for two (2) umpires for each recreation league game.
15. The Association shall be responsible for the scheduling of its games. The Association shall work with the City of Vicksburg by timely notifying (at least 72 hours in advance) the City of its schedule and the Association will provide the date

and time of all scheduled games to avoid conflicts.

16. The City of Vicksburg shall not provide any monetary donation to the Association; however, the Association may seek outside sponsorships that do not conflict with vendors or products for which the City is contractually liable. Said sponsorship shall not exceed one (1) year but may be renewed by the Association.
17. The City of Vicksburg may terminate this Agreement if the Association is in default of any of the conditions set forth in this Agreement.
18. This Agreement shall be terminable within 120 days of the installation of a new Board of Mayor and Aldermen; and,
19. Notice of any termination or request for contact to be given by or on behalf of either party upon the other shall be in writing and shall be given to the parties to receive said notice or consent by mailing such notice or consent by registered or certified mail, postage prepaid, or hand delivery, to the following addresses:

<b>CITY:</b> City Clerk City Hall 1401 Walnut Street Post Office Box 150 Vicksburg, MS 39181	<b>ASSOCIATION:</b> Vicksburg Girls' Softball Assoc. Attn: Michael Foley Post Office Box 821941 Vicksburg, MS 39182 870.208.6260
--	--
20. In case of destruction of the softball field due to any natural disaster, during the period of this Agreement, it shall be at the sole discretion of the City whether to repair said fields. If the City should decide not to repair the fields, there will be no liability by the City to the Softball Association.
21. This Agreement supersedes and cancels any prior Agreement, or any amendments thereto, made between the parties. There are no other understandings or agreements

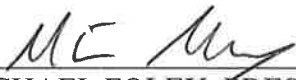
between the parties. The parties acknowledge that this Agreement was executed in Warren County, Mississippi and that, therefore, without limiting the jurisdiction of federal court or state court, each of the parties irrevocably and unconditionally agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of Vicksburg, Warren County, Mississippi. If Court action is necessary to enforce any provision of this Agreement, the prevailing party, if approved by the Court, shall be entitled to reimbursement of its legal fees.

22. Further, each party whose signature is affixed hereunder warrants by signing this Agreement that said party is authorized to do so on behalf of its respective government or association.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the

\_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
GEORGE FLAGGS, JR., MAYOR  
CITY OF VICKSBURG

  
\_\_\_\_\_  
MICHAEL FOLEY, PRESIDENT  
Vicksburg Girls' Softball Association