

Hollister  
Tremors

## AGREEMENT FOR USE OF FIELDS AT VETERANS' MEMORIAL PARK

FEB 07 2008

### Statement of Purpose:

**Whereas**, the County of San Benito recognizes the benefits to the community that youth sports provides; and,

**Whereas** the Hollister Tremors is a non-profit organization which have been providing youths with the opportunity to play sports for many years; and,

**Whereas**, the County desires to encourage and facilitate the use of public fields at Veterans' Memorial Park for youth sporting events/activities; and,

**Therefore**, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans' Memorial Park for organized sports for youths.

### AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and Hollister Tremors ("CONTRACTORS") enter into this contract which shall be effective on the date stated in Paragraph 1.

#### 1. Duration of Contract

This contract shall commence on February 1, 2008 and end on January 31, 2011 unless sooner terminated as specified herein.

#### 2. Termination

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give written notice to the other party. The number of days of advance written notice required for termination of this contract is 60 days.

#### 3. Description of Premises

The premise subject to this agreement is the field at Veterans' Memorial Park.

#### 4. Priority in Scheduling

CONTRACTORS shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 5.

#### 5. Terms of Use

The following shall be the terms of use of the fields at Veterans' Memorial Park:

- (a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTORS shall schedule their games with COUNTY at the earliest possible time. CONTRACTORS shall not have priority for any games/events not scheduled at least three weeks prior to the event;

- (b) CONTRACTORS agree to use the premises only for conducting organized sports for youths during CONTRACTOR'S respective season.
- (c) CONTRACTORS shall be responsible for payment of all utilities incurred at Veterans' Memorial Park which result from CONTRACTOR'S usage of the field for youth sports. COUNTY will provide a monthly statement to CONTRACTORS and payment will be due within 30 days upon receipt of monthly usage. Amount charged shall be actual cost billed to COUNTY.
- (d) CONTRACTORS shall not disturb, annoy, endanger, or interfere with occupants of neighboring buildings/residences. CONTRACTORS shall not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the subject premises;
- (e) CONTRACTORS agree to keep the subject premises clean and sanitary as their condition permits;
- (f) CONTRACTORS shall be responsible for all maintenance of the fields, including mowing, fertilizing, and irrigating, during their respective sports season.
- (g) CONTRACTORS shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts;
- (h) CONTRACTORS are responsible for all costs associated with any improper conduct or violations of laws or ordinances; and
- (i) CONTRACTORS shall be responsible for leaving fields and structures neat, clean, and orderly upon completion of their respective season.

## **6. Insurance**

CONTRACTORS shall maintain the following insurance policy limits of coverage consistent with the further insurance requirement specified below.

- (a) Comprehensive general liability insurance: 1,000,000
- (b) Professional liability insurance: 1,000,000

Prior to the commencement of performance of services by CONTRACTORS and prior to any obligations of COUNTY, CONTRACTORS shall file certificates of insurance with COUNTY, showing that CONTRACTORS have in effect the insurance required by this contract. CONTRACTORS shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTORS may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTORS warrants that CONTRACTORS' self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTORS further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

## **7. Prohibition Against Assignment and Delegation of Duties**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTORS without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

## **8. Negotiated Contract**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

## **9. Severability**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provision which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

## **10. Entire Contract**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

## **11. Time is of the Essence**

Time is of the essence in the performance of this contract.

## **12. Notices**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or,
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first class postage fully prepaid; or,
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 13 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

## **13. Responsibility of Contract Administrators**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **14. Information about Contract Administrators**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY	Contract Administrator for CONTRACTOR
Name: <u>Jerry K. Lo</u>	Name: <u>Carlos Moreno</u>
Title: <u>Director of Public Works</u>	Title: <u>President</u>
Address <u>3220 Southside Road</u> <u>Hollister CA 95023</u>	Address: <u>1291 Brighton Drive</u> <u>Hollister CA 95023</u>
Telephone: <u>831-636-4170</u>	Telephone: <u>Cell 831-801-5055</u>
Fax: <u>831-636-4176</u>	Fax: _____

#### **15. Compliance with Applicable Laws**

CONTRACTORS shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

#### **16. Indemnification**

CONTRACTORS and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnity in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

#### **17. TERM CERTAIN**

This agreement shall terminate January 31, 2011. Unless terminated, this contract shall be automatically renewed for successive one year periods (February 1 to January 31) and under the same terms and conditions as specified herein, upon CONTRACTOR'S presentation of a current-year officer list and proof of insurance to the COUNTY.

## SIGNATURES

APPROVED BY COUNTY:

Jaime D. Cruz

Jaime De La Cruz  
Chair  
San Benito County Board of Supervisors

Date: 2/26/08

APPROVED BY CONTRACTOR:

(Signature)

Name: Carlos Moreno

Title: President

APPROVED BY VETERANS' PARK  
COMMISSION:

Jaime D. Cruz

Jaime De La Cruz  
Chair

Date: \_\_\_\_\_

Tax ID or Social Security Number:

77-0443878

Date: Feb-1-2008

APPROVED AS TO LEGAL FORM:

Dennis LeClere, County Counsel

Tonia F. Chaffee

By: Deputy

Date: 2/15/08

## **AGREEMENT FOR USE OF FIELDS AT VETERANS' MEMORIAL PARK**

### **Statement of Purpose:**

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**Whereas** Hollister Tremors is a non-profit organization which have been providing youths with the opportunity to play sports for many years; and,

**Whereas**, the County desires to encourage and facilitate the use of public fields at Veterans' Memorial Park for youth sporting events/activities; and,

**Therefore**, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans' Memorial Park for organized sports for youths.

### **AGREEMENT**

The COUNTY OF SAN BENITO ("COUNTY") and Hollister Tremors ("CONTRACTORS") enter into this contract which shall be effective on the date stated in Paragraph 1.

#### **1. Duration of Contract**

This contract shall commence on February 1, 2007 and end on January 31, 2008 unless sooner terminated as specified herein. Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give 60 days advance written notice to the other party.

#### **2. Description of Premises**

The premise subject to this agreement is the soccer fields at Veterans' Memorial Park.

#### **3. Priority in Scheduling**

CONTRACTORS shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 4.

#### **4. Terms of Use**

The following shall be the terms of use of the fields at Veterans' Memorial Park:

- (a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTORS shall schedule their games with COUNTY at the earliest possible time. CONTRACTORS shall not have priority for any games/events not scheduled at least three weeks prior to the event;
- (b) CONTRACTORS agree to use the premises only for conducting organized sports for youths during CONTRACTOR'S respective season.
- (c) CONTRACTORS shall be responsible for payment of all utilities incurred at Veterans' Memorial Park which result from CONTRACTOR'S usage of the field for youth sports. COUNTY will provide a monthly statement to

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  - (e) CONTRACTORS agree to keep the subject premises clean and sanitary as their condition permits;
  - (f) CONTRACTORS shall be responsible for all maintenance of the fields, including mowing, fertilizing, and irrigating, during their respective sports season.
  - (g) CONTRACTORS shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts; and,
  - (h) CONTRACTORS are responsible for all costs associated with any improper conduct or violations of laws or ordinances.
  - (i) CONTRACTORS shall be responsible for leaving fields and structures neat, clean, and orderly upon completion of their respective season.

#### **5. Insurance**

CONTRACTORS shall maintain the following insurance policy limits of coverage consistent with the further insurance requirement specified below.

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This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

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**11. Notices**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or,
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first class postage fully prepaid; or,
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 13 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**12 Responsibility of Contract Administrators**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.



**13. Information about Contract Administrators**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY      Contract Administrator for CONTRACTOR

Name: Jerry K. Lo      Name: Carlos Moreno

Title: Director of Public Works      Title: Hollister Tremors

Address: 3220 Southside Road      Address: 1291 Brighton

Hollister CA 95023      Hollister CA 95023

Telephone: 831-636-4170      Telephone: 831-801-5055

Fax: 831-636-4176      Fax: \_\_\_\_\_

**14. Compliance with Applicable Laws**

CONTRACTORS shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**15. Indemnification**

CONTRACTORS and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

## SIGNATURES

APPROVED BY COUNTY:

Jaime DeLaCruz  
Don Marcus *by: Jaime DeLaCruz*  
Chair *Vice Chair*  
San Benito County Board of Supervisors

Date: 3/27/07

APPROVED BY VETERANS' PARK  
COMMISSION:

Jaime DeLaCruz  
~~Rob Monaco~~ Jaime DeLaCruz  
Chair

Date: 3/6/07

APPROVED BY CONTRACTOR:

*CM*  
(Signature)

Name: Carlos Moreno

Title: President - Hollister Tremors

Tax ID or Social Security Number:

05-14-1649

Date: Feb-1-2007

APPROVED AS TO LEGAL FORM:

Dennis LeClere, County Counsel

Shirley L. Murphy  
By: Deputy County Counsel  
Date: March 18, 2007

## Tremors 2007 Schedule

- The Tremors spring season begins in April 7<sup>th</sup> and ends June 30<sup>th</sup>.  
Practice begins, February 1
- The Fall season begins September 7<sup>th</sup> and ends Dec 1<sup>st</sup>  
Practice begins July 15
- Tremors Soccer teams practice at Vets Park through out the year, as most traveling teams participate in tournaments statewide
- During the Summer we hold soccer camps
- We also host Soccer Tournaments

Hollister Tremors

*Lex dinc*

## AGREEMENT FOR USE OF FIELDS AT VETERANS' MEMORIAL PARK

### Statement of Purpose:

**Whereas**, the County of San Benito recognizes the benefits to the community that youth sports provides; and,

**Whereas** Hollister Tremors is a non-profit organization which have been providing youths with the opportunity to play sports for many years; and,

**Whereas**, the County desires to encourage and facilitate the use of public fields at Veterans' Memorial Park for youth sporting events/activities; and,

**Therefore**, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans' Memorial Park for organized sports for youths.

### AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and Hollister Tremors ("CONTRACTORS") enter into this contract which shall be effective on the date stated in Paragraph 1.

#### 1. Duration of Contract

This contract shall commence on September 1, 2005 and end on August 31, 2006 unless sooner terminated as specified herein. Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give 60 days advance written notice to the other party.

#### 2. Description of Premises

The premise subject to this agreement is the soccer fields at Veterans' Memorial Park.

#### 3. Priority in Scheduling

CONTRACTORS shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 4.

#### 4. Terms of Use

The following shall be the terms of use of the fields at Veterans' Memorial Park:

- (a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTORS shall schedule their games with COUNTY at the earliest possible time. CONTRACTORS shall not have priority for any games/events not scheduled at least three weeks prior to the event;
- (b) CONTRACTORS agree to use the premises only for conducting organized sports for youths during CONTRACTOR'S respective season.
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- (e) CONTRACTORS agree to keep the subject premises clean and sanitary as their condition permits;
- (f) CONTRACTORS shall be responsible for all maintenance of the fields, including mowing, fertilizing, and irrigating, during their respective sports season.
- (g) CONTRACTORS shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts; and,
- (h) CONTRACTORS are responsible for all costs associated with any improper conduct or violations of laws or ordinances.
- (i) CONTRACTORS shall be responsible for leaving fields and structures neat, clean, and orderly upon completion of their respective season.

#### **5. Insurance**

CONTRACTORS shall maintain the following insurance policy limits of coverage consistent with the further insurance requirement specified below.

- (a) Comprehensive general liability insurance: 1,000,000
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Prior to the commencement of performance of services by CONTRACTORS and prior to any obligations of COUNTY, CONTRACTORS shall file certificates of insurance with COUNTY, showing that CONTRACTORS have in effect the insurance required by this contract. CONTRACTORS shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTORS may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTORS warrants that CONTRACTORS' self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTORS further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **6. Prohibition Against Assignment and Delegation of Duties**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTORS without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

#### **7. Negotiated Contract**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

#### **8. Severability**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provision which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

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- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first class postage fully prepaid; or,
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**13. Information about Contract Administrators**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY	Contract Administrator for CONTRACTOR
Name: <u>Peter Corn</u>	Name: <u>Carlos Moreno</u>
Title: <u>Asst Director of Public Works</u>	Title: <u>Hollister Tremors</u>
Address: <u>3220 Southside Road</u>	Address: <u>1291 Brighton</u>
<u>Hollister CA 95023</u>	<u>Hollister CA 95023</u>
Telephone: <u>831-636-4170</u>	Telephone: <u>831-801-5055</u> ✓
Fax: <u>831-636-4176</u>	Fax: _____ ✓

**14. Compliance with Applicable Laws**

CONTRACTORS shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

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**SIGNATURES**

APPROVED BY COUNTY:



Reb Monaco  
Chair  
San Benito County Board of Supervisors

Date: 12-6-05

APPROVED BY VETERANS' PARK  
COMMISSION:

\_\_\_\_\_  
Reb Monaco  
Chair

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:

  
(Signature)

Name: Carlos Moreno

Title: President

- Tax ID or Social Security Number:

65179111

- Date: 10-1-2005

APPROVED AS TO LEGAL FORM:

Claude Biddle  
San Benito Interim County Counsel



By: Deputy County Counsel

Date: Nov. 28, 2005

# **AGREEMENT FOR USE OF FIELDS AT VETERANS' MEMORIAL PARK**

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**Therefore**, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans' Memorial Park for organized sports for youths.

## **AGREEMENT**

The COUNTY OF SAN BENITO ("COUNTY") and Hollister Tremors ("CONTRACTORS") enter into this contract which shall be effective on the date stated in Paragraph 1.

### **1. Duration of Contract**

This contract shall commence on September 1, 2003 and end on August 31, 2004 unless sooner terminated as specified herein. Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give 60 days advance written notice to the other party.

### **2. Description of Premises**

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### **3. Priority in Scheduling**

CONTRACTORS shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 4.

### **4. Terms of Use**

The following shall be the terms of use of the fields at Veterans' Memorial Park:

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- (g) CONTRACTORS shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts; and,
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**10. Time is of the Essence**

Time is of the essence in the performance of this contract.

**11. Notices**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or,
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first class postage fully prepaid; or,
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 13 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**12. Responsibility of Contract Administrators**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**13. Information about Contract Administrators**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY	Contract Administrator for CONTRACTOR
Name: Peter Corn	Name: Steven Perricone
Title: Asst Director of Public Works	Title: Hollister Tremors
Address: 3220 Southside Road	Address: 3120 Carey Way
Hollister CA 95023	Hollister CA 95023
Telephone: 831-636-4170	Telephone: 831-801-3120
Fax: 831-636-4176	Fax: 831-637-9595

**14. Compliance with Applicable Laws**

CONTRACTORS shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**15. Indemnification**

CONTRACTORS and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

**SIGNATURES**

APPROVED BY COUNTY:



Richard V. Scagliotti  
Chair  
San Benito County Board of Supervisors

Date: 8/26/03

APPROVED BY VETERANS' PARK  
COMMISSION:

  
Reb Monaco  
Chair

Date: 8-4-03

APPROVED BY CONTRACTOR:

  
(Signature)  
Name: Carlos Moreno  
Title: President


Tax ID or Social Security Number:

605-14-9099 LEAGUE TAX ID # 77-0406419

Date: 7-28-2003

**APPROVED AS TO LEGAL FORM:**

Karen Forcum  
San Benito County Counsel

  
By: Darren Boyie, Deputy

Date: 8/8/03

### **HOLLISTER TREMORS FIELD SCHEDULE REQUIREMENTS**

The Hollister Tremors Soccer Club is part of the San Benito Youth Soccer League (SBYSL), which is in turn part of the California Youth Soccer Association (CYSA). The CYSA is affiliated with the United States Youth Soccer Association, or "USYSA", the authority for US Youth Soccer. The timing of playing seasons are set on a national level.

The Hollister Tremors has teams that participate in 3 separate leagues. The first is Class 4, or "recreational". The second is Class 3 (or "Delgado League", for more competitive teams which play against teams from other cities). The highest is Class 1 Select, or the "Abronzino League" for extremely competitive teams.

The combination of these leagues requires home games and practices during two major seasons, **Fall and Spring**.

#### **FALL FIELD REQUIREMENTS – July 15 – December 7<sup>th</sup>**

In Fall 2003 the Tremors will field approximately 35 teams across the three leagues. These teams are just the Hollister-based teams, and exclude approximately 20 additional teams based in Aromas and San Juan Bautista. The Hollister teams use Vets Park as their home field and will all practice 1-2 times per week, and have one or two games each on the weekend.

The combination of the three leagues usually requires home games between September 1 and December 15. This year, the league games begin on September 6<sup>th</sup>, and end on December 7<sup>th</sup>. An additional weekend may be required for "make-up" games. Our competitive teams begin to practice approximately six weeks prior to the beginning of the season, and the recreational teams about four weeks. **For the Fall 2003 season this would require us to have full use of the fields from 3:00 – dark every weekday, and approx 9am – 5pm Saturdays for practice beginning July 15, as well as every Saturday and some Sundays for games from September 1 through December 7<sup>th</sup>.** Specific game schedules are usually not finalized by the District until approximately 3 weeks before the start of the season. Normally games are played between 8am and 5pm.

#### **SPRING FIELD REQUIREMENTS February 15 – June 14**

The Spring schedule does not include Recreational Soccer, just Class 3 (Delgado League) and Class 1 (Abronzino League). These leagues usually have games from the beginning of April through May, ending the first or second weekend in June. Our teams will begin to practice about 4-6 weeks ahead of the first game.. **Therefore we will require exclusive use of the field for practices on weekdays and Saturdays from approximately February 15 through June 14<sup>th</sup>, as well on Saturdays and some Sundays for games from April 1 through June 14.**

#### **TOURNAMENTS**

In addition to normal seasonal schedules, the Hollister Tremors from time to time may choose to host a weekend tournament. We will contact the county as soon as we know when we will require the use of the fields for such tournaments.

#### **FIELD MAINTENANCE**

Due to the heavy playing traffic on the fields during our seasons, if possible we would like to request that the fields be closed for repair and recovery for a 6-week period between each of our seasons. That will allow us to properly maintain them. We would re-seed damaged areas, etc. during that time.

# AGREEMENT FOR USE OF FIELDS AT VETERAN'S MEMORIAL PARK

## Statement of Purpose:

**Whereas**, the County of San Benito recognizes the benefits to the community that youth sports provides; and,

**Whereas**, the Hollister Tremors is a non-profit organization which have been providing youths with the opportunity to play soccer for many years; and,

**Whereas**, the County desires to encourage and facilitate the use of public fields at Veterans' Memorial Park for youth sporting events/activities; and

**Therefore**, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veteran's Memorial Park for organized sports for youths.

## AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and HOLLISTER TREMORS ("CONTRACTORS") enter into this contract which shall be effective on the date stated in Paragraph 1.

### **1. Duration of Contract.**

This contract shall commence on Oct 24, 2000, and end on Feb. 1, 2001, unless sooner terminated as specified herein. This agreement will renew automatically every year unless written notice of cancellation is sent to an authorized agent of the other party 60 days prior to the end of the contract year.

### **2. Description of Premises.**

The premise subject to this agreement is the Babe Ruth Field at Veterans' Memorial Park.

### **3. Priority in Scheduling.**

CONTRACTORS shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal soccer season, subject to the terms set forth in paragraph 4.

### **4. Terms of Use:**

The following shall be the terms for use of the fields at Veteran's Memorial Park:

- (a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTORS shall schedule their games with COUNTY at the earliest possible time. CONTRACTORS shall not have priority for any games/events, not scheduled at least three weeks prior to the scheduled event;

- (b) CONTRACTORS agree to use the premises only for conducting organized sports for youths during CONTRACTORS respective season;
- (c) CONTRACTORS shall be responsible for payment of all utilities incurred at Veterans' Memorial Park which result from CONTRACTORS usage of Babe Ruth field for youth soccer. COUNTY will provide a monthly statement to CONTRACTOR and payment will be due within 30 days upon receipt of monthly usage. Amount charged shall be actual cost billed to COUNTY.
- (d) CONTRACTORS shall not disturb, annoy, endanger, or interfere with occupants of neighboring building/residences. CONTRACTORS shall not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the subject premises;
- (e) CONTRACTORS agree to keep the subject premises clean and sanitary as their condition permits;
- (f) CONTRACTORS shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing and part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts; and,
- (g) CONTRACTORS are responsible for all costs associated with any improper conduct or violations of laws or ordinances.

## 5. Insurance.

CONTRACTORS shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified below.

- (a) Comprehensive general liability insurance: 1,000,000
- (b) Professional liability insurance: 1,000,000

Prior to the commencement of performance of services by CONTRACTORS and prior to any obligations of COUNTY, CONTRACTORS shall file certificates of insurance with COUNTY, showing that CONTRACTORS have in effect the insurance required by this contract. CONTRACTORS shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTORS may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTORS warrants that CONTRACTORS' self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTORS further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

## 6. Prohibition Against Assignment and Delegation of Duties.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTORS without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**7. Negotiated Contract.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**8. Severability.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**9. Entire Contract.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**10. Time is of the essence.**

Time is of the essence in the performance of this contract.

**11. Notices.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**12. Responsibility of Contract Administrators**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**13. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Dan Holsaple

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Hollister, California 95023

Telephone No: \_\_\_\_\_

Fax No. \_\_\_\_\_

Contract Administrator for CONTRACTOR (Tremors)

Name: GARY SUNSERI

Title: CYSA TREMORS PRESIDENT

Address: 75 EWEN DR

Hollister CA 95023

Telephone No.: 831 637 7246

650 390 0320 x 146

Fax No.: \_\_\_\_\_

**14. Compliance with Applicable Laws**

CONTRACTORS shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**15. Indemnification.**

CONTRACTORS and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.



**SIGNATURES**

APPROVED BY COUNTY:

Bob Cruz

Name: Bob Cruz  
Chair, San Benito County Board of Supervisors

Date: 11/7/00

APPROVED BY CONTRACTOR:

Hollister Tremors

Name: Greg A. Acuna

Title: PRESIDENT Hollister Tremors  
Tax I.D. No. or Social Security No.:

576 94 3517

Date: 10/16/00

**APPROVED AS TO LEGAL FORM:**

Steven R. Sanders  
San Benito County Counsel

By: Steven R. Sanders

Date: 11-1-00