

## AGREEMENT FOR USE OF PROPERTY

This Agreement is made as of this 26 day of MARCH, 2007, between the CITY OF MASON, 6000 Mason – Montgomery Rd., Mason, Ohio 45040 (“City”), HERITAGE PRESBYTERIAN CHURCH, 6546 Mason – Montgomery Road, Mason, Ohio 45040 (“Church”), MASON S.A.Y. SOCCER, P.O. Box 28, Mason Ohio 45040, and MASON SOCCER CLUB, P.O. Box 34, Mason Ohio, 45040 (Spring 2007 season only for Mason Soccer Club).

1. Subject to the terms and conditions of this Agreement, the Church grants to the City, S.A.Y., and Mason Soccer Club a non-exclusive license (“License”) to enter upon and use the property of the Church located at 6546 Mason – Montgomery Road, Mason, Ohio 45040 (“Licensed Premises”) for the sole purpose of providing an area upon which S.A.Y and Mason Soccer Club can organize and conduct scheduled activities.
2. The License will begin on April 1, 2007 and will continue through November 30, 2008. Prior to the Termination Date the Church, City, S.A.Y., or Mason Soccer Club may terminate this Agreement at any time by providing written notice of such intent to terminate the Agreement thirty (30) days prior to such termination. The City shall have the same right to terminate this Agreement except that, in the event of such termination by the City at any time prior to November 30, 2007, the City shall remain responsible for maintaining the area comprising the soccer fields pursuant to paragraph 3 of this agreement until November 30, 2007.
3. Conditions of License. This License and the City’s, Mason S.A.Y.’s, and Mason Soccer Club’s use of the Licensed Premises shall be conditioned upon the following:
  - a. In the Spring and Fall of 2007 and the Spring and Fall of 2008 the City shall deliver trash cans necessary for soccer games to be played on the Licensed Premises;
  - b. Mason S.A.Y. Soccer and Mason Soccer Club shall empty the trashcans regularly, provide trash bags for the cans, and regularly police the area comprising the soccer fields to remove litter including the shelter house.
  - c. The City shall maintain the condition of the Licensed Premises throughout the term of the Agreement by providing mowing, seeding, and fertilization services for the areas designated as soccer fields.
  - d. Mason Soccer Club will provide the City \$500.00 for the purchase of grass seed for use solely at the Licensed Premises.
  - e. The City, Mason S.A.Y. Soccer, and the Mason Soccer Club shall use the Licensed Premises only in accordance with this Agreement.
  - f. Mason S.A.Y. and Mason Soccer Club shall not schedule games or practices on Wednesdays or Sundays.
  - g. The Church shall have the right to cancel games and/or practices by providing twenty-four (24) hours advance notice to Mason S.A.Y. or Mason Soccer Club. Such notice shall be provided by telephone, with directly contacting a person.
  - h. Mason S.A.Y. and Mason Soccer Club shall hold practices on Mondays, Tuesdays, Thursdays, and Fridays on a total of no more than six (6) soccer fields; Mason S.A.Y. and Mason Soccer Club shall schedule games so that no more than five (5) fields are ever in use at any time; start times for games shall be staggered.
  - i. Mason S.A.Y. and Mason Soccer Club shall provide at their sole expense two (2) portable toilet facilities and provide for regular maintenance of said portable toilet facilities.
  - j. The Church shall have access to the Licensed Premises at all times for Church purposes.
  - k. Neither the City, Mason S.A.Y., nor Mason Soccer Club may assign this License. Any attempt by the listed groups to do so shall be void and of no force and effect.

- l. Mason S.A.Y. and Mason Soccer Club shall procure at their sole expense a liability insurance policy in an amount of not less than \$1,000,000.00 covering all activities associated with Mason S.A.Y.'s or Mason Soccer Club's use of the Licensed Premises, including but not limited to the soccer games. Such policies shall include the Church as a named insured party. Mason S.A.Y., and Mason Soccer Club shall indemnify and hold the Church harmless from liability for any personal injury or property damage resulting from Mason S.A.Y.'s or Mason Soccer Club's use of the Licensed Premises.
- m. The Church shall not be responsible for payment of any costs incurred by Mason S.A.Y., Mason Soccer Club, or the City pursuant to this agreement.

4. The City, Mason S.A.Y., and Mason Soccer Club acknowledge that the Church is the owner of the Licensed Premises. Neither the City nor Mason S.A.Y. and Mason Soccer Club shall make any claim of right or have and interest or title in any part of the Licensed Premises. The City, Mason S.A.Y., and Mason Soccer Club agree that the maintenance of the Licensed Premises shall not, at any time, be deemed or constructed to be an adverse possession of any part of the Licensed Premises.
5. This writing and the rights and Licensed contained herein may not be modified except by a writing signed by all parties to this Agreement.

Executed as of the date first written.

**WITNESS:**

Jean Bernard

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Bretton Bill HENSELWOOD

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Donna Blackum

\_\_\_\_\_

Michael Leaver

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**CITY OF MASON**

By: [Signature]

Title: ERIC HANSEN

**CHURCH**

By: [Signature]

Title: Building & Property

**MASON S.A.Y. SOCCER**

By: Bell State

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

**MASON SOCCER CLUB**

By: [Signature]

Title: Board Member