



Neills Creek Park Tournament Agreement

This agreement is entered into as of _____, between _____ (“Licensee”) of Address _____ and the COUNTY OF HARNETT (hereafter referred to as “County”) at 455 McKinney Parkway, Lillington, NC. The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter agree to the terms outlined in this Tournament Agreement (“Agreement”).

- 1. DATES/TIMES OF PERMITTED USE.** County, hereby grants Licensee a license to use Neills Creek Park Softball Fields (“Fields”) for the _____ Tournament (“Tournament”) to be held on _____, _____. Access to the Fields will commence at _____ on the date of the Tournament and will end at _____ (“Access Period”). Set-up and tear-down must occur during this defined period. If tear-down and removal of non-County owned equipment is not completed by the end of the Access Period, the Licensee may forfeit the ability to rent Harnett County facilities in the future. Access for Licensee and Licensee’s guests for Tournament activities is only allowed during the Access Period.
- 2. LICENSEE RESPONSIBILITIES.** Licensee shall, at its sole expense, be responsible for the following:
 - (a) Licensee will be responsible for all game equipment and operations including baseballs/softballs and umpires.
 - (b) Licensee will provide any necessary game support staff, including a dedicated Tournament Director on-site.
 - (c) Licensee may sell merchandise, food or drink during this Access Period, provided they have prior approval of Harnett County Parks and Recreation; Teams and families may bring in their own coolers, food and drink for personal use if permitted to do so by Licensee.
 - (d) The user organization shall be responsible for the general facility cleanup (trash, garbage, litter, etc.). Such items must be placed in the trash containers provided; all tables and benches must be left in the same areas as found. The user organization will be responsible for any personal items brought to the facility and must remove all personal items/equipment before leaving. Any property damage, equipment damage, excessive trash left in park or a parking lot will be billed to the Licensee.
 - (e) Licensee shall maintain in force, at its own expense, a commercial liability insurance policy which will insure and indemnify the Licensee and the County of Harnett, the County of Harnett Board of Commissioners and each member thereof, and every officer and

employee of the County from any suits claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the County of Harnett for such injuries to persons or damage to property occurring during the Tournament or thereafter that result from performance by the Licensee during the licensing period. Contractor shall maintain Commercial General Liability that will protect Licensee from claims of bodily injury, personal injury and property damage which arises from the operations of this Contract. The amounts of such insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$3,000,000.00 general aggregate coverage.

(f) Licensee will ensure that County of Harnett is named as an additional insured on Licensee's Commercial General Liability policy. Licensee shall provide a certificate of insurance to the County of Harnett showing the aforesaid insurance policy is in effect in the amounts provided for above.

(g) Licensee agrees to schedule a maximum of six (6) games per tournament at the facility, as to not overload the on-site septic system.

(h) Access to scoreboards are available upon request, however they cannot be guaranteed to be in working order.

3. **DAMAGE TO NEILLS CREEK PARK FACILITIES.** Licensee is responsible for any damages to the Fields beyond normal wear and tear and the adjoining restrooms and concession stand that may have been caused by the Licensee and/or the Licensee's guests and vendors. Licensee is required to adhere to the Neills Creek Park Rules and Regulations (<https://harnett.org/parkrec/downloads/ncp-rules.pdf>) and are required to ensure their guests and vendors honor them as well. The Licensee is ultimately responsible for any damage incurred. The Licensee is within his/her rights to seek redress for damage charges caused by Licensee's guests and vendors. The County will not involve itself in these efforts. The County will use reasonable best efforts to report any damages or loss of property to the Licensee on the day of the Tournament, however, some things may not be noticed until after the Tournament ends. The County reserves the right to make a thorough inspection of the property and identify/assess damages within five (5) business days of the Tournament. If damage has occurred, the County will provide an itemized list to the Client and the County will charge the damage amount. Note, the County staff will make reasonable best efforts to repair damage charging only for labor. Should, however, the damage be extensive, Licensee will be responsible for replacement costs.
4. **JURISDICTION AND VENUE.** This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of the Agreement, its situs and forum, shall be Harnett County, North Carolina, where all matters, whether sounding in Contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Licensee agrees and submits, solely for matters relating to the Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Harnett County shall be the proper venue for all matters.
5. **DISPUTE RESOLUTION.** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Licensee shall be submitted in writing to the County.

A claim by the County shall be submitted in writing to the Licensee. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under the Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6. **INDEMNIFICATION.** Client shall indemnify, defend and hold harmless the County, its officers, agents, and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/ or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees arising out of or in any way related to the Tournament, including claims for loss or damage to any property, or for death or injury to any individual. This indemnity shall survive the termination of this Agreement. Client hereby releases The Farm from any and all liability or responsibility to Client or anyone claiming through or under Client by way of subrogation or otherwise for any loss or damage to equipment or property of Client, Client's guests or vendors covered by any insurance then in force.
7. **INSURANCE.** During the term of the Agreement, the Licensee, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement. As a minimum, the Licensee shall provide and maintain the following coverage and limits:
 - (a) **Commercial General Liability** – Bodily injury and property damage liability as will protect Contractor from claims of bodily injury or property damages which arise from operations of this Contract. The amounts of such insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate coverage. The insurance shall include coverage for products/completed operations, personal injury liability and contractual liability, athletic participant liability.
8. **NATURAL DISASTER/SEVERE INCLEMENT WEATHER.** In the event of a Natural Disaster or Severe Inclement Weather ("Weather Event") the Licensee may make the unilateral decision, prior to the commencement of the Access Period whether the Tournament will proceed at the agreed upon date and time identified in Paragraph 1. Notwithstanding the foregoing, the County reserves the right to determine whether a Weather Event has rendered the Fields unsuitable for use. If the County determines that the Weather Event has rendered the Fields unusable, the County shall contact the Licensee within a reasonable period of time to notify them of the decision. If a Weather Event has rendered the Fields unusable or the Licensee has determined that a Weather Event prevents the Tournament from taking place, the Licensee can either request a refund of the monies paid by the Licensee for the rental of the Fields or request that the rental date be moved to another date that the Fields are available in the County's rental calendar for use.

Organization Name

Tournament Director (Print)

Tournament Director Phone Number
(if needed day of Tournament)

Tournament Director Signature & Date

Authorizing Staff Member Signature & Date
(Harnett County Parks & Recreation)