

FACILITY RENTAL AGREEMENT FOR NORTHVILLE CRICKET CLUB

This Facility Rental Agreement for the Northville Cricket Club (“**Agreement**”) is made effective as of _____, 2023 (“**Effective Date**”), by and between Northville Cricket Club, a Michigan nonprofit corporation (“**NCC**”), and the Northville Parks & Recreation, a shared service of the Charter Township of Northville and the City of Northville, Michigan (“**NPR**”). For purposes of this Agreement, NCC and NPR are the “Parties”.

Recitals

WHEREAS, the NCC is a Michigan nonprofit corporation whose mission is to impact the lives of young children by providing programs that build character, teamwork, respect and promote healthy choices through the game of cricket, and

WHEREAS, the NPR is the administrator of various public parks and amenities in the Northville area. This Agreement pertains solely and exclusively to "Millennium Park" at 45769 Six Mile Road, and hereafter may also be referred to as the "Facility", or Facilities, and

WHEREAS, NCC and NPR desire to enter this Agreement with regard to use the Millennium Park Field No. 1 and Field No. 2 (the “Fields”) for playing the game of cricket on Saturdays and Sundays, only.

Agreement

NOW, THEREFORE in consideration of the Recitals which are restated in their entirety and mutually relied upon, and the covenants and obligations contained herein, the Parties agree as follows:

I. TERM

A. This Agreement shall be for a term of one (1) season beginning April 1, 2024, pending field conditions as determined by the Parks and Facilities Superintendent, and ending October 31, 2024, subject to extension for weather delays, but in no event beyond November 15, 2024, (the "**Contract Term**"). It is understood that league schedules dictate the beginning and ending of seasons.

B. This Agreement may be renewed at the option but not the obligation of the Parties for additional like terms, conditioned upon the following: If not in violation of any provision of this Agreement, NCC shall have the option to renew this Agreement upon such terms and conditions mutually approved by NPR and NCC no later than January 15, 2025.

C. If either party should desire to cancel this Agreement, it shall do so by giving written notice to the other party prior to April 1st of the year for which the cancellation is requested. This contract is deemed cancelled if not renewed in writing.

D. That NCC shall provide the following information to NPR by the following dates:

1. No later than April 1, 2024 & August 1, 2024 - The following shall be transmitted in an electronic format by email to the Director or representative of NPR: list of all players and parents, including, first name, last name, address, email address, and phone numbers for all

players registered for each of the spring and fall sessions, respectively. In addition, the player information shall indicate the player's residency; specifically indicating whether they reside in Northville, City or Township, or other, with other specified. The same information for all players registering thereafter to be provided by the later of 5/1 and 10/1, respectively, or when registered.

2. During the Contract Term, provide NPR access to the NCC related website (www. .com) for the following: completed registration forms, signed medical release forms, signed parent consent forms, schedules, and information regarding coaches.

3. 3/15/2024 - Current organizational by-laws and any amendments (unless previously provided).

4. 3/15/2024 - Proof of insurance and indemnification, including the City, Township, and Parks and Recreation as additional insureds, for the Contract Term.

5. 3/15/2024 – If applicable, financial report of all expenditures and revenues for the previous calendar year (including a balance sheet).

6. 3/15/2024 – Annual operating budget for current calendar year.

7. 3/15/2024 – List of current officers and board members with addresses, phone numbers and email addresses.

8. 3/15/2024 – A letter from the NCC President on official NCC letterhead confirming that criminal history background investigations were performed and completed on all NCC coaches and assistant coaches before being assigned to coach a youth team and that all assigned and assistant coaches have received approval by the Michigan Cricket Association USA, or similarly related regulatory organization.

9. 3/15/2024 – A copy of form 990 filed with Internal Revenue Service for the previous calendar year, if any.

10. During the Contract Term, cooperate with and provide NPR, upon request, with information and reports involving any accidents, complaints, investigations, and lawsuits involving NCC, NPR or the Fields and facilities used by NCC.

11. NPR will only use the information provided by NCC for NPR purposes and parent and player information will not be sold or transferred to third parties for advertising purposes. NPR will not disclose NCC information to third parties except as required by law or court order.

In the event the above information is not furnished by the dates specified above, this Agreement and/or any approved extension may in the sole discretion of NPR be immediately cancelled without further notice or penalty.

II. USE OF FACILITY

A. Pending suitable field conditions as solely determined by the designated NPR/Parks and staff, NCC shall have the right during the Contract Term to use of the Millennium Park Fields 1 & 2 as assigned by NPR and in cooperation with other Tier 1 schedules.

B. When the Fields are not in use by NCC, NPR reserves the right to assign such Fields to other associations, organizations or programs. It is understood that NPR programs, Northville

Public Schools and certain community events are scheduled in advance of the Fields being reserved by/assigned to NCC. NPR will provide NCC a list of these events by February 15th for the spring season and by June 1st for the fall season. It is understood by and between the Parties that those programs and events scheduled in advance of the release of the fields to NCC shall take priority over any NCC events. NCC will provide NPR with its spring schedule by April 1st and its fall schedule by September 1st, with weekly updates throughout each season.

C. If NCC should desire to use any other NPR controlled fields for non-league activities, such as tournaments, tryouts, or for special events, clinics or programs, NCC shall make a request to NPR upon a 60-day advance notice. Any assignment of other NPR controlled Fields or Facilities for use by NCC will be subject to availability and upon terms as solely determined by NPR.

D. NCC understands and agrees that NPR will maintain a master schedule for all Fields.

E. NCC understands and agrees that at times weather and/or field conditions may result in NPR denying or canceling the use of Facilities/Fields on dates for which prior approval had been granted. NCC understands that the Park and Facilities Supervisor has the authority to deny or cancel use of the Fields. The Park and Facilities Supervisor or their designee will make all determinations on field closures. Weather related closures will be made by 2:00 p.m. on weekdays and by 7:00 a.m. on weekends. Weather will be monitored beyond the determination times if necessary. A weather hotline (248-449-9951) will be used to facilitate notification of Field closures. NPR will work with NCC to reschedule and resolve any weather-related scheduling conflicts. **Decisions based on emergency weather events will be made when and as necessary.**

F. NPR shall at all times have the right to inspect its Facilities and Fields being used by NCC and

III. NCC RESPONSIBILITIES

A. NCC shall pay NPR the sum of \$300 per day or \$40 per hour for the 2023 season, as follows:

1. Due March 15, 2024, for the period of April 1, 2024 - June 30, 2024, amount to be calculated
2. Due June 1, 2024, for the period of July 1, 2024 - October 31, 2024 - \$_____.

B. Any NCC requests for field improvements or cricket related purchases will be handled as a "Facility Improvement Project" and will be submitted to Northville Township in writing. These improvements will be quoted separately by NPR for NCC approval for financial reimbursement, prior to any work commencing.

C. The Parties agree that if the purpose of this Agreement would be frustrated by the enforcement of local, state or federal regulations, laws or guidelines prohibiting the use of the Fields and Facilities for the intended purpose, the Parties agree the amount due under Section IV. A. shall be prorated, reduced, or eliminated based on the amount of Field actually used or available, plus any incurred costs.

D. NCC will adhere to all local, state, and federal guidelines related to health and safety for youth sports activities and events.

E. NCC shall furnish NPR with a complete game and practice schedule for each league season. A final schedule shall be provided as soon as possible prior to start of each season. The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Master schedules shall incorporate the blackout dates provided by NPR under Section IIA before being distributed to teams.

F. NCC agrees to provide NPR with a minimum of 48 hours' notice for all scheduled make-up games. Field availability is based on approval of prior events and schedules.

G. NCC shall not discriminate against any person or persons because of race, color, religion, sex, height, weight, marital status, disability, national origin, or any unlawful basis.

H. NCC shall make every effort to keep Facilities clean and to inform players and coaches to place trash in provided receptacles.

I. NCC shall not engage in any business at any NPR Field or Facility or perform any activity that shall be in violation of any existing state or federal law or municipal ordinance. NPR reserves the right to exclude any individual or group from its Facilities based on conduct which NPR determines in its sole discretion to be objectionable, contrary to community interests, and/or unlawful. The NCC hereby consents to the exercise of such authority and discretion by NPR over its NCC members, officials, agents, and guests.

J. NCC shall have all responsibility for all coaches, participants, referees, parents, spectators, and persons attending or involved with all practices, games, tournaments, events and any activities in connection with its use of any Fields, Facilities, restrooms, parking areas, common areas and any other facilities and the exercise of its rights under this Agreement. NCC shall conduct its activities in a safe and responsible manner and shall take all necessary actions to prevent any personal injuries, property damage, breach of the peace, or violations of applicable federal, state and local laws. NCC acknowledges and agrees that NPR shall have no responsibility for any personal injuries, property damage, claims, liabilities, costs, and expenses of any nature whatsoever arising in connection with the foregoing and any activities conducted by NCC.

K. NPR delegates authority to NCC for cricket program enrollment, registration and delivery of all NCC program services. This requires that NCC collect participants' personal information for cricket programs and related activities. NCC agrees to abide by the NPR Personal Information Protection Policy (attached). In summary, this Policy insures that family profiles and participant information are safeguarded securely, used for Official purposes only, and not distributed to any third party. NCC will provide NPR with a list of NCC program participants, including (1) participant name, birthdate, school, and grade, if applicable, enrolled program(s), and (2) participant's family contact information, including parent or legal guardian's name, street address, city, zip code, phone number and email address. NPR will limit use of this NCC-gathered personal participant and family information, overall, but may use this information periodically to confirm participant residency for program services, monitor delivery of program services, and solicit feedback on program service quality. In rare circumstances, NPR may need to contact an NCC participant(s) in an emergency that may threaten an individual's life, health, or personal security.

L. In cooperation with NPR, NCC shall conduct an evaluation and inventory of cricket fixtures (if any) or equipment at the Facilities and Fields by _____, 2023 to determine the priority

schedule for repairs and improvements and an end of season inventory by _____, 2023.

M. Notify NPR within seven (7) days of damage to any pitch, fixture, or equipment at the Facilities or Fields.

N. NCC may provide portable player benches if desired and may be stored on site as designated by NPR. NCC is responsible for moving benches to/from storage area.

IV. NPR RESPONSIBILITIES

A. NPR agrees to accept the responsibility for the Facility Maintenance as "Parks and Recreation Department Responsibilities", as follows: mowing of fields, provide park supervision when NCC activity has been scheduled; provide trash removal when placed in department trash receptacles; update the recorded weather hotline daily; provide park scheduling services; maintain restrooms, (if any) at the start of each season and weekly thereafter; operate and repair irrigation systems; provide outdoor storage of cricket fixtures (if any).

B. The Parties agree that NPR obligations under this Agreement will be performed as soon as reasonably possible after the necessary funds are budgeted and allocated. If NPR is unable to fulfill its responsibilities under this Agreement due to budget restrictions, it will not be obligated to NCC for any monetary or other damages. In such event, NCC will not be charged for services not performed or unavailable Fields/Facilities.

C. An invoice will be provided to NCC at least 30 days prior to the dues dates set forth in Section III. A.

D. NPR will provide NCC with complimentary space in the activity catalogues twice per year for program advertisement with a minimum of ¼ page and additional program advertisement if available as determined by the Director of NPR.

E. NPR will provide NCC with a breakdown of the costs used to calculate the payment required under Section IV. A for review and information.

F. In cooperation with NCC conduct evaluation and inventory of cricket fixtures and pitch by _____, 2023 to determine the priority schedule for repairs and improvements and an end of season inventory by _____, 2023.

VI. INSURANCE, RELEASE, and INDEMNIFICATION

During the Contract Term of this Agreement, NCC shall maintain in effect general public liability insurance covering the City of Northville, Charter Township of Northville, and the Northville Parks and Recreation Department, and including the Fields and Facilities, against all claims related to bodily injury, personal injury, death, and/or damage to property, with a limit not less than Three Million (\$3,000,000.00) dollars, per occurrence. NCC shall execute a waiver of subrogation in favor of the insureds. The City of Northville, Charter Township of Northville and Northville Parks and Recreation shall be named as insureds on such policy (policies) and shall be entitled to thirty (30) days advance notice of cancellation or changes of any kind.

NCC hereby agrees to and shall release, and shall indemnify, defend, and hold harmless NPR, the City of Northville, and the Charter Township of Northville, and all of their respective officials (elected and appointed), employees, agents, attorneys, contractors, and others working or having worked with or for them, from and against any and all suits, actions, demands, or claims of any character, type, or description, including all expenses of litigation, judgments, awards, settlements, court costs and attorney's fees, brought or made for or on account of any injuries or damages alleged, received or sustained by any person or persons or property, arising out of, or occasioned by, the act, failure to act, omissions, commissions, and/or negligence of NCC and/or its officers, employees, players, agents, volunteers, spectators, or others working or having worked with NCC, regarding use of the Fields or Facilities and/or arising out of obligations of NCC as set forth in this Agreement.

NPR shall hold harmless the NCC and its officers, agents and employees from and against any and all suits, actions, or claims of any character, type, or description, including all expenses of litigation, court costs and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the negligence of NPR or its agents, volunteers, arising out of use of the Fields or Facilities.

VII. ASSIGNABILITY, NON-EXCLUSIVITY, ENFORCEMENT and NOTICE

This Agreement is a privilege for the benefit of NCC activities only and may not be assigned in whole or in part by NCC to any other person or organization.

The Parties stipulate and agree that except as expressly set forth in this Agreement, use of the Facilities/Fields is nonexclusive.

Michigan law governs this Agreement. Enforcement shall occur in a court of competent jurisdiction in and for Wayne County, Michigan.

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other shall be in writing and effected by personal delivery, by registered or certified mail, postage prepaid, return receipt requested, or e-mail. Service shall be deemed effective upon personal delivery, 2 days after mailing or upon sending by e-mail without notification of non-delivery. Notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

The Parties hereby execute this Agreement as of the Effective Date.

Northville Cricket Club

Northville Parks & Recreation

By: _____

By: _____

Derek O. Smith

Its: _____

Its: Director

Email: _____

Email: d.smith@northville.twp.mi.us

Address:
Northville Cricket Club

Address:
Northville Parks & Recreation Commission

DRAFT

16329 Mulberry Way
Northville, Michigan 48168

44405 Six Mile Road
Northville, Michigan 48168

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