

Parties and Premises

Parties: This Cooperative Use Agreement ("Agreement") is made by and between two parties ("Parties"): the East County Park and Recreation District ("ECPRD"), a local junior taxing district of Snohomish County; and Northshore Youth Soccer Association ("NYSA")

Space and Structures Covered by this Agreement: This Agreement is for the use of field space located at Maltby Community Park ("Facility"), located at 20322 Broadway, Snohomish, WA.

Duration of Agreement

Effective Date: This Agreement shall become effective on the first day of the next month following the signature of representatives from each of the Parties.

Initial Term: The term of this Agreement shall be seven (7) years commencing upon the Effective Date.

Scheduling of Park Facilities

Annual Usage Priority Period: NYSA will have Priority Use from July 16 through Nov. 30th for the Initial Term of this Agreement.

Priority Use: Priority Use means that for the dates and times identified above in this section, NYSA has reserved and paid for the field use. Any other individual or group wishing to use these spaces at the times must have prior approval of both NYSA and ECPRD. All Maltby Park facilities and property other than the playing fields may be used by NYSA, but NYSA does not have Priority Use to these areas.

Priority Use Hours: Priority Use hours will be a) weekdays from 7:30am to 10:00pm from July 16 to August 31 and 2:00pm to 10:00pm from Sept 1 to Nov 30 and b) 7:30 am to 10:00pm weekends.

Park Opening and Closing: Facilities are opened and closed by ECPRD at times identified on the attached Addendum 1, ECPRD Playfield Policy and Regulations.

Use of Park Facilities

Park Policies and Regulations: NYSA agrees to abide by the Facility Policies and Regulations on the attached Addendum 1. With the exception of Park Hours, if these policies and regulations are changed by ECPRD during the term of this Agreement, ECPRD will notify NYSA in a timely fashion. Changes to Park Hours must be mutually agreed upon by ECPRD and NYSA.

Outside Field Reservations: NYSA agrees to direct to ECPRD all outside reservation inquiries for field use that would take place, in part or in total, during NYSA's Priority Use period. Subletting is prohibited.

Use of Facility: NYSA shall maintain and conduct athletic/recreational services with a focus on youth soccer. NYSA will not use the Facility for any other purpose without prior written consent of ECPRD.

Fees and Charges

Annual Rent: For 2014 annual rent payable by NYSA to ECPRD for Priority Use during Annual Usage Priority Period will \$36,044. Each year this fee will increase by the forecasted CPI as published by the WA State Economic & Revenue Forecast Council not later than November of the preceding year, plus 0.7%. See Addendum 2 for details regarding the fee increase calculation.

Rental Payments: Payments due on the 1st business day of June, August, October and December of each year in the following respective portions of the Annual Rent: 30%, 20%, 30% and 20%.

Rental Fees from Other Users: Field fees collected from outside users during NYSA's priority use dates will be deducted from the final Rental Payment due from NYSA to ECPRD during that calendar year.

Maintenance and Operations Levy: ECPRD agrees that if an M&O levy is passed by the ECPRD during the Initial Term, then the Annual Rent NYSA pays will be reduced by 30% of the Annual Rent. The Annual Rent reduction will commence the first day of the next Annual Usage Priority Period starting after the first M&O payment is received.

Utilities

Lighting: Power for field lighting during soccer will be charged at cost plus an annual \$50 admin fee. The \$50 annual admin fee will not be charged if lights are not used during the Annual Usage Priority Period.

Lighting Times: Lighting curfews are 10:00 p.m. Sun. – Th., 10:30 p.m. Friday and Saturday.

Lighting Maintenance: The current lighting maintenance agreement terminates in 2015 and ongoing maintenance of the lighting after that time is not part of this Agreement.

Vendors

Vendor Agreements: All organizations and individuals who sell, offer for sale, offer for a suggested donation, or distribute any goods or services from a physical site located on ECPRD property, must provide to ECPRD in advance of sales at the Facility a signed vendor agreement. The vendor agreement is included as part of this Agreement and is Addendum 4.

Vendors during NYSA's Annual Usage Priority Period: NYSA may operate one seasonal concession location at the Facility during the Annual Usage Priority Period after NYSA has delivered a signed vendor agreement to ECPRD.

Vendor Consideration: NYSA will pay ECPRD \$750 per season for its right to be a vendor. This fee allows ECPRD to engage other food concessionaires on a season-by-season basis, as long as such food concessionaires have delivered to ECPRD, in advance of sales, a signed copy of the vendor agreement. If NYSA does not operate a seasonal concession location, then the \$750 fee in this section reduces to \$0.

Advertising and Signage

Signs: NYSA will not erect, place, or permit to be erected or placed, any visual matter of any kind or nature on any structures of the Facility, without prior ECPRD written consent.

Conditions of Premises

Acceptance of Premises: NYSA acknowledges it has examined the premises, is in all respects familiar with the Premises and improvements thereon, and accepts them in their present condition.

Maintenance of Premises

ECPRD Maintenance: Parties acknowledge ECPRD has no obligation under Agreement to perform any maintenance or repairs to Facility during the term of this Agreement, except as identified in this section.

ECPRD Park Maintenance: The ECPRD will maintain the Park in acceptable condition for Public Use consistent with the funds, personnel and time available. These include:

1. Restrooms will be regularly inspected, cleaned and stocked, and remain in functioning condition during the time used by NYSA.
2. Restroom repairs and maintenance will be made in a timely fashion.
3. Park rules will be posted in highly-visible areas, updated when changed, and enforced as ECPRD resources allow.
4. ECPRD will mow and water as needed to maintain the Facility for NYSA's use. Community
5. ECPRD will aerate, overseed, fertilize, and supplement the soil as appropriate.

Field Preparation: NYSA is responsible for preparation of soccer field space for their use, including moving all equipment and lining. This does not include field maintenance by the ECPRD that benefits all users and user groups, such as mowing, watering, and aeration.

Field Cleanup: Trash cleanup of the fields is the responsibility of the party using the Facility.

Equipment and Structure Storage

Portable Field Structures: Maintenance and safety of portable soccer field structures shall be the responsibility of NYSA. Storage must be approved by the ECPRD and cannot be on fields, in parking or play areas.

Security and Handling Emergencies

Security: Security, parking control and crowd control are the responsibilities of the user of the Facility.

Keys and Locks: NYSA may be provided seasonal use of keys to areas of the Facility. Keys are non-duplicable. NYSA may not place locks on any Facility premises without prior approval of the ECPRD.

Gates: Park gates will be opened and closed by ECPRD personnel or contractors.

Insurance and Indemnity

Proof of Coverage: All organized users are required to provide proof of insurance coverage. This proof of coverage must be furnished prior to the use of the Facility and shall cover the Annual Usage Priority Period.

General Liability Insurance Covering Premises and Contractual Liability: ECPRD shall be named as an additional insured on NYSA's general liability insurance policy. The general liability insurance shall be written with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The insurance policy shall contain, or be endorsed to contain, that NYSA's insurance coverage shall be primary insurance as respect to the ECPRD.

Improvements, Capital Improvements, and Renovations

Alterations: NYSA shall not make alterations, additions or improvements to the Facility costing more than \$500 in materials and time (including volunteer time at the rate of \$25/hour) without prior written approval by the ECPRD. Such work will be performed in accordance with applicable laws and ordinances and in a manner a) consistent with the plans and specifications submitted to and approved by ECPRD in writing and any conditions imposed by ECPRD, b) which includes acceptable insurance/bond coverage for ECPRD benefit, and c) which does not adversely affect the structural integrity of any existing structures.

Agreement Administration

Communication between Parties: NYSA will provide ECPRD with current contact information for NYSA representatives responsible for the following responsibilities: a) billing for fees related to this Agreement, and b) scheduling. Addendum 3 lists the current ECPRD Commissioners.

Annual Meeting: Representatives of NYSA and ECPRD will meet at least once each calendar year prior to July 16 to discuss annual Facility usage.

Agreement Disputes: In the event of a disagreement regarding the terms of this Agreement, all parties agree to arbitration by a qualified arbitrator in the jurisdiction of the Facility and to abide by the findings of that arbitration. Jurisdiction of this Agreement is Snohomish County, Washington.

Termination by Mutual Agreement: This Agreement may be terminated upon written mutual agreement between the parties hereto. A mutual agreement for termination of this Agreement will not be effective sooner than three months after a termination agreement has been executed between the parties.

Termination With Cause: Either ECPRD or NYSA may terminate this Agreement in the event of an uncured material breach if the non-breaching party has given the breaching party written notice of the breach and **7 (seven) calendar days to cure the breach**. Notwithstanding the above, ECPRD may terminate this Agreement immediately because of public safety or health concerns. **After 4 years and 3 months notice**

Termination Without Cause: Either ECPRD or NYSA may terminate this Agreement with or without cause on **30 (thirty) calendar days written notice to the other party**. Termination does not waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provisions of this Agreement.


Force Majeure: ECPRD shall not be deemed in default hereof or liable for damages arising from its failure to perform its duties or its obligations if such is due to causes beyond its reasonable control, including but not limited to acts of God, acts of terrorism, acts of civil or military authorities, fire, floods, windstorm, earthquakes, civil commotion or disorder or war.

Force Majeure: ECPRD shall not be deemed in default hereof or liable for damages arising from its failure to perform its duties or its obligations if such is due to causes beyond its reasonable control, including but not limited to acts of God, acts of terrorism, acts of civil or military authorities, fire, floods, windstorm, earthquakes, civil commotion or disorder or war.

Notice Addresses:

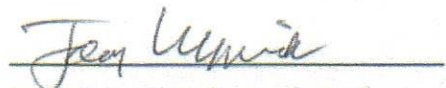
East County Park and Recreation District
C/O Clayton Secretarial Services
333 South Lewis Street
Monroe, WA 98272-2320
(360) 794-5912
ECPRD <ecprd@cspmonroe.com

Board President
Northshore Youth Soccer Association
12810 NE 178th - Suite 202
Woodinville, WA 98072
(425) 486-5106
Office@Northshoresoccer.org


Northshore Youth Soccer Assn. Representative


UP COMP
Title

8/4/15
Date


Northshore Youth Soccer Assn. Representative

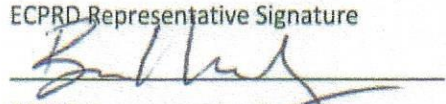
Operations Manager
Title

6/16/15
Date


ECPRD Representative Signature

President
Title

6/16/15
Date


ECPRD Representative Signature

Goalkeeper / Pos. #
Title

6/16/15
Date