

CITY OF REDLANDS
FIELD RENTAL AGREEMENT

This Field Rental Agreement ("Agreement") is made and entered into this 21st day of December 2010 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Junior All American Football ("JAAF"). City, for and in consideration of the obligations to be performed by JAAF under this Agreement, hereby rents to JAAF the following: Fields 1 through 4, located within City's Community Park, Redlands, California (the "Premises"). City and JAAF are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

Term

Section 1. The term of this Agreement shall be from August 1, 2011 through December 31, 2016, unless terminated earlier by City or JAAF by providing thirty (30) days written notice of such termination to the other Party.

Rent

Section 2. JAAF shall perform field maintenance work in lieu of the payment of rent for the Premises. The value of the specific field maintenance work performed by JAAF shall be determined by City, and shall total a minimum of Five Thousand Dollars (\$5,000.00) per year. Copies of receipts and supporting documents evidencing the field maintenance work by JAAF shall be submitted to City at least thirty (30) days prior to the conclusion of each year during the term of this Agreement at the office of City at 111 W. Lugonia Avenue, Redlands, California.

Permitted Use

Section 3. The Premises shall be used by JAAF for the sole purpose of conducting youth football programs. JAAF shall, unless prevented by conditions beyond JAAF's control, conduct its youth football programs in a safe and business-like manner. The Premises may be used at the discretion of JAAF for practices and games; provided, however, that the dates requested for use have been approved in writing and calendared by City prior to such use.

JAAF youth football programs may be scheduled at any time after 4:00 p.m. weekdays. The Premises may be used all day Saturdays, but shall remain open to the general public on Sundays and when not in use by JAAF. JAAF shall provide field usage to other user groups when available. Requests for additional field use shall be submitted, in writing, to the Community Services Superintendent thirty (30) days prior to JAAF's intended date of use. Such requests may be subject to recommendation and approval by the Recreation Commission and/or City Council.

Field Maintenance and Preparation

Section 4. City shall provide routine maintenance and preparation to the Premises, which is defined for the purpose of this Agreement as: watering of the fields, repair and maintenance of existing park sprinkler systems, mowing and general maintenance of the grounds surrounding the Premises. JAAF shall provide the City with their use schedule so that City shall be able to set irrigation scheduling. Such routine and preparation maintenance services shall be performed in accordance with the City's current field maintenance schedule. Any maintenance

or repairs needed to the fields must be approved in writing by the City in advance. JAAF shall be responsible for all trash clean up, emptying of trash service bins, and hauling off of trash.

JAAF shall provide specialized maintenance of the Premises, which is defined for the purpose of this Agreement as: fertilization, annual sodding and/or seeding to replenish worn areas, specialized field sprinkler maintenance to ensure proper water distribution, leveling/smoothing of low spots or worn areas and repair, and maintenance of lights and lighting equipment. JAAF shall keep all vehicles off turf and fields whenever possible. Should a vehicle be necessary to drive onto fields, a light-weight scooter-type vehicle may be used.

Waste or Nuisance

Section 5. JAAF shall not commit, or permit the commission by others of, any waste on the Premises. JAAF shall not maintain, commit or permit the maintenance or commission, of any nuisance on the Premises, and JAAF shall not use or permit the use of the Premises for any unlawful purpose.

Compliance with Laws

Section 6. JAAF shall comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county and municipal, relating to JAAF's use of the Premises whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by JAAF in a proceeding brought against JAAF by any governmental entity, that JAAF has violated any such statute, ordinance, regulation or

requirement shall be conclusive as between City and JAAF and shall constitute grounds for immediate termination of this Agreement by City.

Utilities

Section 7. JAAF shall pay, and hold City free and harmless from, all charges for the furnishing of electricity to storage areas, snack facilities and field lighting to the Premises during the term of this Agreement. JAAF shall pay to City, a deposit in an amount determined by City, for electrical charges prior to July 15th of each year. Any unused portion of the deposit shall be refunded to JAAF by January 31st of the following year, or may be applied to a subsequent year upon mutual agreement by the Parties. JAAF shall also contract with the City's Municipal Utilities Department for solid waste services to secure recycling and waste service containers. All fees for waste services shall be paid directly to City's Municipal Utilities Department.

Indemnity

Section 8. JAAF shall defend, indemnify and hold harmless City and its elected officials, officers, employees and agents from and against any and all claims, liabilities, losses, damages or causes of action resulting from JAAF's, and its agents', employees' and invitees' occupation and use of the Premises including, without limitation:

(a) The death or injury of any person or persons, including any person who is an employee or agent of JAAF, damage to or destruction of any property, including property owned by JAAF or any person who is an employee or agent of JAAF, and caused or allegedly caused by

either the condition of the Premises, or some act or omission of JAAF or of an agent, contractor, employee, invitee or concessionaire of JAAF;

(b) Any work performed on the Premises or materials furnished to the Premises at the insistence or request of JAAF, or any agent or employee of JAAF; and

(c) JAAF's failure to perform any provision of this Agreement or to comply with any requirement of law or any requirement imposed on City or the Premises by any authorized governmental agency.

Insurance

Section 9. JAAF shall not commit, or permit the commission of, any acts on the Premises nor use or permit the use of the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability or other insurance policy insuring the Premises or the improvements on the Premises. JAAF shall, at its own cost and expense, comply with any and all requirements of City's insurance carriers necessary for the continued maintenance, at reasonable rates, of fire and liability insurance policies on the Premises and the improvements on the Premises.

(a) JAAF shall, at its own cost and expense, procure and maintain during the term of this Agreement public liability insurance and property damage insurance issued by an insurance company acceptable to City and insuring City against loss or liability caused by or associated with JAAF's occupation and use of the Premises in amounts not less than: (i) One Million Dollars (\$1,000,000) for injury to or death of one person and, subject to that limitation for the

injury or death of one person, of not less than Two Million Dollars (\$2,000,000) for injury to or death of two or more persons as a result of any one accident or incident; and (ii) Five Hundred Thousand Dollars (\$500,000) for damage to or destruction of any property of JAAF or others.

(b) JAAF shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all JAAF owned vehicles used in connection with JAAF's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles.

(c) JAAF shall maintain at JAAF's own cost and expense an insurance policy issued by a reputable company authorized to conduct insurance business in California insuring for their full insurable value all fixtures and equipment located in or on the Premises against damage or destruction by fire, theft or the elements.

(d) All insurance coverage required by this section shall be issued by a responsible insurance company or companies authorized to do business in California, and shall name City as an additional insured and such insurance shall be primary and non-contributing to any other insurance or self-insurance maintained by City. Each of the insurance policies shall carry an endorsement that, before modifying coverage limits or canceling any policy, the issuing insurance company shall give City at least thirty (30) days prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered to City. JAAF shall, by

June 30, 2011, deposit with City certificates of insurance, with endorsements, showing all insurance coverage to be in full force and effect.

Restriction Against Subletting or Assignment

Section 10. JAAF shall not encumber, assign or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed on the Premises, without first obtaining the express written consent of City. The consent by City to any one assignment, subletting or occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting or occupation of the Premises by another person. Any encumbrance, assignment, transfer or subletting without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall at the option of City, result in the immediate termination of this Agreement.

Attorneys' Fees

Section 11. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs and other relief, be entitled to recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a party.

Notices

Section 12. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to

either Party to this Agreement by the other Party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to the Party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage pre-paid, addressed to JAAF at P.O. Box 1703, Redlands, California 92373 or to City at PO Box 3005, Redlands, California, 92373. Either Party, JAAF or City, may change its address for the purpose of this section by giving written notice of that change to the other Party in the manner provided in this section.

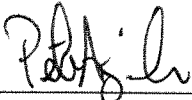
Entire Agreement

Section 13. This Agreement constitutes the entire agreement between City and JAAF respecting the Premises, the leasing of the Premises to JAAF, or the term created under this Agreement, and correctly sets forth the obligations of City and JAAF to each other as of its date. Any agreements or representations respecting the Premises or their renting by City to JAAF not expressly set forth in this instrument are null and void.

Time of Essence

Section 14. Time is expressly declared to be of the essence in this Agreement.

CITY OF REDLANDS ("CITY")



Mayor

ATTEST:



City Clerk

JUNIOR ALL AMERICAN FOOTBALL
(JAAF)



Dan Carranza, President J.A.A.F.