

CITY OF REDLANDS
FIELD USE AGREEMENT

This agreement for the use of City sports fields ("Agreement") is made and entered into this 15th day of November, 2005 ("Effective Date") by and between the City of Redlands, a municipal corporation ("City"), and the Junior All American Football, a nonprofit organization organized under the laws of the State of California ("JAAF"). City and JAAF are sometimes individually referred to herein as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS JAAF is presently a party to an agreement with the City whereby JAAF has use of certain City sports fields to conduct its youth football programs in exchange for providing volunteer labor towards the maintenance of such fields; and

WHEREAS JAAF's present agreement with the City for field use expires on December 31, 2005; and

WHEREAS JAAF and City desire to enter into a new agreement whereby JAAF may have continued use of certain City sports fields for its youth football program for another three years;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Junior All American Football agree as follows:

AGREEMENT

Section 1. Recitals. The Parties acknowledge and agree that the foregoing recitals are true and correct, and that they are incorporated into this Agreement by this reference.

Section 2. Designation of Fields. The specific Fields that are the subject of this Agreement are field nos. 1 through 4, located at City's Community Park (the "Fields"), and which are identified on the map attached hereto as Exhibit "A."

Section 3. Term. The term of this Agreement shall commence on January 1, 2006 and end on December 31, 2010, unless earlier terminated pursuant to the provisions of this Agreement.

Section 4. Consideration for Field Use:

A. JAAF Obligation: JAAF shall provide City with volunteer labor towards the maintenance of the Fields having an agreed upon value of Four Thousand Dollars (\$4,000) per year. All volunteer labor provided by JAAF for the Fields shall comply with the requirements of California Labor Code section 1720.4 as of the Effective Date of this Agreement, or as such section is subsequently amended. JAAF acknowledges and agrees that it is informed by City that JAAF's failure to comply with California Labor Code section 1720.4 may cause such volunteer labor to be deemed a "public work" for purposes of California Labor Code section 1720 et seq (including the payment of prevailing wages for public works), and that JAAF shall be solely responsible for compliance with such public works laws. JAAF acknowledges and agrees that this section satisfies City's obligations imposed by California Labor Code section 1781.

B. Scheduling of Volunteer Labor: Between the dates of July 1 and August 1 of each year during the term of this Agreement, City and JAAF shall meet and agree upon a schedule of the volunteer work to be performed by JAAF and its value. Copies of receipts and other documents validating the value of the volunteer labor shall be submitted to City at the conclusion of each season during the term of this Agreement.

Section 5. Maintenance and Preparation. City shall provide routine maintenance and preparation to the Fields, defined for the purpose of this Agreement as: watering, repair and maintenance of existing park sprinkler systems, mowing and general maintenance of the grounds surrounding the Fields. Maintenance services shall be performed in accordance with the City's current field maintenance schedule.

JAAF shall provide volunteer work for specialized maintenance of the Fields, 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 the fields whenever possible.

Section 6. Permitted Use. The Fields shall be used by JAAF for the season of August 1st through December 31st, each year during the term of this Agreement, solely for the purpose of operating its football program and any fund raising activities undertaken by JAAF in support of its football program. No improvements shall be made or constructed on or around the Fields by JAAF, except with the prior written consent of City. JAAF shall have use of the Fields after 4:00 pm Monday through Friday, and all day on Saturday. City shall have use of the Fields at all other times, and shall consult with and coordinate its use of the Fields during such times with JAAF. Requests by JAAF for additional use of the Fields shall be submitted in writing to the Community Services Superintendent thirty (30) days prior to the intended date of use. Such requests may be subject to

approval by the City's Recreation Commission, or the City Council, and may be approved without amendment of this Agreement.

Section 7. Non Discrimination. JAAF shall make its football program for the Fields available to all youth, and JAAF shall not discriminate against any youth because of race, religion, color, national origin, handicap, ancestry or sex.

Section 8. Waste or Nuisance. JAAF shall not commit, and use reasonable efforts not to permit the commission by others of, any waste or nuisance on the Fields, and JAAF shall not use or permit the use of the Fields for any unlawful purpose.

Section 9. Compliance with Laws. JAAF shall keep itself fully informed of and shall comply with all applicable federal, state, county and City laws, regulations and rules governing or applicable to JAAF's use and occupancy of the Fields, whether those laws are now in force or are subsequently enacted. JAAF shall be solely liable for all violations of such laws, regulations and rules in connection with JAAF's use of the Fields. 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 law shall be conclusive as between City and JAAF and shall constitute cause for immediate termination of this Agreement by City.

Section 10. Utilities. During the term of this Agreement, JAAF shall be responsible for payment of the cost of electricity to light the Fields, and for all storage areas and buildings and snack facilities, directly to the provider of such electric utility. JAAF shall pay to City a deposit for such electricity charges, in an amount determined by City, prior to July 15th of each year during the term of this Agreement. Any unused portion of the deposit shall be refunded by City to JAAF by January 31st of the following year. JAAF shall also contract with City's Municipal Utilities Department for solid waste service, including recycling and waste service containers. All fees for such services shall be paid by JAAF to City's Municipal Utilities Department. City shall be responsible for the payment of the cost of all other utilities to the Fields.

Section 11. Indemnity. JAAF shall defend, indemnify and hold harmless City and its elected officials, officers and employees from and against any and all liability resulting exclusively from JAAF's and its agents', employees', and invitees' negligent and/or intentionally wrongful acts and omissions in connection with and during the course of their occupation and use of the Fields, specifically including, without limitation any claim, liability, loss or damage arising by reason of:

A. The death or injury of any person or persons, including any person who is an employee or agent of JAAF, or by reason of the 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 Fields, or some act or omission of JAAF or of some agent, contractor, employee or invitee of JAAF on the Fields;

B. Any work performed on the Fields or materials furnished to the Fields at the insistence or request of JAAF or any agent, employee or invitee of JAAF, other than work performed by City, its agents, employees or contractors; and

C. JAAF's failure to perform in any material respect any obligation under this Agreement or to comply with any requirement of law or any requirement imposed on City by any duly authorized governmental agency applicable to JAAF's use of the Fields.

Section 12. Indemnity. City shall defend, indemnify and hold harmless JAAF and its elected officials, officers and employees from and against any and all liability resulting exclusively from City's and its officials, employees, agents and invitees negligent and/or intentionally wrongful acts and omissions in connection with their occupation and use of the Fields, specifically including without limitation, any claim, liability loss or damage arising by reason of:

A The death or injury of any person or persons, including any person who is an employee or agent of City, or by reason of the damage to or destruction of any property, including property owned by City or any person who is an employee or agent of City, and caused or allegedly caused by either the condition of the Fields, or some act or omission of City or of some agent, contractor, employee or invitee of City on the Fields;

B Any work performed on the Fields or materials furnished to the Fields at the insistence or request of City or any agent or employee of City, other than work performed by JAAF, its agents, employees or contractors; and

C City's failure to perform any obligation under this Agreement or to comply with any requirement of law or any requirement imposed on City by any duly authorized governmental agency.

Section 13. Public Liability and Property Damage Insurance. 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 Fields in amounts not less than:

A 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

B Five Hundred Thousand Dollars (\$500,000) for damage to or destruction of any property of JAAF or others.

The insurance required under this section shall be issued by a responsible insurance company authorized to do business in California and shall be in a form reasonably satisfactory to City. The insurance 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. In addition, 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, in or on the Fields against damage or destruction by fire, theft or the elements. Each of the insurance policies shall be in a form reasonably satisfactory to City and shall carry an endorsement that, before modifying 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 by JAAF to the Risk Management Division of the City's Finance Department prior to JAAF occupying or making any use of the Fields. Such insurance shall be limited to the use of the Fields by JAAF.

Section 14. Restriction against Subletting or Assignment. JAAF shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Fields or any of the improvements that may now or hereafter be constructed or installed on the Fields. JAAF shall not sublet the Fields or any part of the Fields or allow any other person, other than JAAF's agents, employees and invitees to occupy the Fields without the prior written consent of City. The consent by City to one assignment, one subletting or one occupation of the Fields by another person or entity shall not be deemed to be consent to any subsequent assignment, subletting or occupation of the Fields by another person or entity. 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, be cause for the immediate termination of this Agreement. The consent of City to any assignment of JAAF's interest in this Agreement or the subletting by JAAF of the Fields or portions of the Fields shall not be unreasonably withheld.

Section 15. Possessory Interest. JAAF acknowledges and agrees that in the event any governmental authority having appropriate jurisdiction determines that JAAF's use, occupancy and programming of the Fields results in the determination that JAAF has a possessory interest in the Fields as defined by California Revenue and Taxation Code section 107 et seq, that such possessory interest may be subject to property taxation, and that JAAF shall be obligated and solely responsible for the payment of property taxes levied on such possessory interest.

Section 16. Default

A. JAAF's Default. The occurrence of any of the following shall constitute a default by JAAF:

1. Failure to Perform. JAAF's failure to perform in any material respect any covenant or provision of this Agreement, if the failure to perform is not cured within thirty (30) days after delivery by City to JAAF of written notice of default specifying with particularity the nature of the default. If the failure to perform cannot reasonably be cured within thirty (30) days, JAAF shall not be in default of this Agreement if JAAF commences to cure the failure to perform within the thirty (30) day period and thereafter diligently and in good faith prosecutes the cure to completion.

2. Insolvency Proceeding. If JAAF applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets; files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding or insolvency proceeding filed against it; admits in writing its inability to pay its debts as they come due; makes a general assignment for the benefit of creditors; or an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating JAAF a bankrupt or insolvent or approving a petition seeking reorganization of JAAF or appointing a receiver, trustee or liquidator of JAAF or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days.

B. City's Default. The occurrence of the following shall constitute a default by City:

1. Failure to Perform. City's failure to perform in any material respect any covenant or provision of this Agreement, if the failure to perform is not cured within thirty (30) days after delivery by JAAF to City of written notice of default specifying with particularity the nature of the default. If the failure to perform cannot reasonably be cured within thirty (30) days, City shall not be in default of this Agreement if City commences to cure the failure to perform within the thirty (30) day period and thereafter diligently and in good faith prosecutes the cure to completion.

Section 17. Remedies.

A. City's Remedies. If any default by JAAF under Section 16.A(1) hereof shall continue uncured, following notice of default as required by this Agreement, for the period applicable to the default under the applicable provision of this Agreement, City may at its election terminate this Agreement by giving JAAF written notice of termination and this Agreement shall terminate

effective thirty (30) days after the date of such written notice. Upon the occurrence of any of the events specified under Section 16.A(2) hereof, City may at its election terminate this Agreement by giving JAAF written notice of termination and this Agreement shall terminate immediately upon receipt of such written notice by JAAF. The foregoing remedies are in addition to all other rights and remedies provided by law or equity, to which City may resort cumulatively or in the alternative.

B. JAAF Remedies If any default by City under Section 16.B(1) shall continue uncured, following notice of default as required by this Agreement, for the period applicable to the default under the applicable provision of this Agreement, JAAF may at its election terminate this Agreement by giving City written notice of termination and this Agreement shall terminate thirty (30) days after the date of such written notice. The foregoing remedies are in addition to all other rights and remedies provided by law or equity, to which JAAF may resort cumulatively or in the alternative.

Section 18. Attorneys' Fees. 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 in-house counsel of the Parties at rates prevailing in San Bernardino County, California.

Section 19. Notices. Except as otherwise 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 as follows: JAAF, PO Box 1703, Redlands, California, 92373 and to City as follows: City Manager, City of Redlands, PO Box 3005, Redlands, CA 92373. Either Party 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.

Section 20. Independent Contractor. JAAF shall at all times be considered an independent contractor under this Agreement. Nothing contained in this Agreement shall be construed to be, or create, a partnership or joint venture between City and JAAF.

Section 21. Termination. This Agreement may be terminated by either Party by providing the other Party with at least ninety (90) days prior written notice of its intent to terminate this Agreement and specifying the termination date.

Section 22. Governing Law. The laws of the State of California, without giving effect to its conflict of laws principles, govern all matters arising out of or relating to this Agreement and the

transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement.

Section 23. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity, other than the signatories.

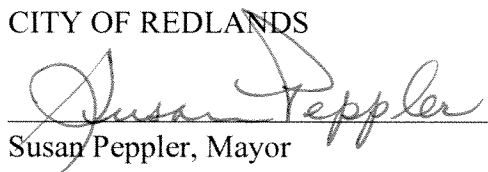
Section 24. Entire Agreement. This Agreement constitutes the entire agreement between City and JAAF respecting the use of the Fields by JAAF, and correctly sets forth the obligations of City and JAAF to each other as of its date. Any prior agreements or representations respecting the Fields or their use by JAAF, whether verbal or written, that are not expressly set forth in this Agreement are null and void.

Section 25. Time of the Essence. Time is of the essence of this Agreement. The time for performance of each Party's obligations hereunder has been the subject of negotiation by the Parties.

Section 26. Signatories' Authority. The signatories of this Agreement each represent and warrant to the other that they have the authority to sign in behalf of, and enter into and bind, their respective organizations to the terms and conditions of this Agreement.

Executed on November 15, 2005, at Redlands, California.

CITY OF REDLANDS


Susan Peppler, Mayor

ATTEST:


City Clerk

JUNIOR ALL AMERICAN FOOTBALL

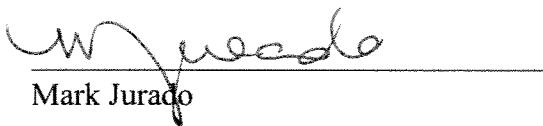

Mark Jurado

EXHIBIT "A"

