

**CITY OF REDLANDS
FIELD USE AGREEMENT**

This Agreement is made and entered into this 4th day of April, 2006 (the "Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Los Gauchos Soccer Club, Inc. ("Los Gauchos"), a California corporation. City and Los Gauchos are sometimes individually referred to herein as a "Party" and, collectively, as the "Parties."

In consideration of the mutual promises contained herein, the City of Redlands and Los Gauchos Soccer Club, Inc. agree as follows:

Agreement

Section 1. Term. The term of this Agreement shall be from April 5, 2006 through March 31, 2011, unless terminated earlier by City or Los Gauchos by either Party providing ninety (90) days prior written notice of such termination to the other Party.

Section 2. Use and Maintenance of Field. City hereby permits Los Gauchos to use the soccer field located at City's Crafton Park (the "Field"). Los Gauchos shall perform field maintenance work in lieu of the payment of fees for use of the Field. The maintenance work shall have a value of at least Five Thousand Dollars (\$5,000) per year, and copies of receipts and other documents evidencing the value of such maintenance work shall be submitted to City quarterly, each calendar year during the term of this Agreement at the office of City at 111 W. Lugonia Avenue, Redlands, California. All maintenance work shall be performed by volunteers as required by Section 4 of this Agreement.

Section 3. Permitted Use. During the term of this Agreement, the Field shall be used by Los Gauchos for the sole purpose of conducting youth club soccer programs. Soccer programs may be scheduled at any time after 5:00 p.m. on week days. The Field may be used all day Saturdays

and Sundays. The City will have access to the Field by mutual agreement with Los Gauchos for City Pee Wee Soccer Recreation Programs. The Field shall be available to the public when not in use by Los Gauchos. Requests for additional Field use shall be submitted, in writing, to City's Community Services Division Manager thirty (30) days prior to the intended date of use. Such requests for additional use are subject to approval by the Recreation Commission and/or City Council.

Section 4. Maintenance and Preparation.

A. City shall provide routine maintenance and preparation of the Field which means, for purposes of this Agreement: watering, repair and maintenance of the existing park sprinkler systems, mowing and general maintenance of the grounds surrounding the Field. Such maintenance services shall be performed in accordance with the City's current field maintenance schedule.

B. Los Gauchos shall provide specialized maintenance of the Field which means, for purposes of this Agreement: fertilization, annual sodding, and/or seeding to replenish worn areas, specialized field sprinkler maintenance to ensure proper water distribution, maintenance of lights and lighting equipment and leveling/smoothing of low spots or worn areas. Temporary fencing may be installed to protect the soccer field during rejuvenation. Field closures shall not exceed ninety (90) days in any one year. All maintenance performed by Los Gauchos for the Field shall be by volunteers and shall comply with the requirements of Labor Code section 1720.4 as of the Effective Date of this Agreement, or as such section is subsequently amended.

C. Los Gauchos acknowledges and agrees that it is informed by City that Los Gauchos' failure to comply with Labor Code section 1720.4 may cause the maintenance work it performs for the Field to be deemed a "public work" for purposes of Labor Code section 1720 et seq (including the payment of prevailing wages for public works), and that Los Gauchos shall be solely responsible for compliance with such public works laws. Los Gauchos acknowledges and agrees that the provisions of this Section 4 satisfy City's obligations imposed by Labor Code section 1781.

Section 5. Waste or Nuisance.

A. Los Gauchos shall not commit or permit the commission of any acts on the Field nor use or permit the use of the Field in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Field or the improvements on the Field. Los Gauchos 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 Field and the improvements on the Field.

B. Los Gauchos shall not commit, or permit the commission by others of, any waste on the Field. Los Gauchos shall be responsible for all waste and trash removal from the Field. Los Gauchos shall not maintain, commit or permit the maintenance or commission of any nuisance on the Field as defined in Civil Code section 3479, and Los Gauchos shall not use or permit the use of the Field for any unlawful purpose.

Section 6. Compliance with Laws. Los Gauchos shall, at Los Gauchos's own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, including federal, state, county and municipal relating to Los Gauchos's use and occupancy of the Field whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgement of any court of competent jurisdiction, or the admission by Los Gauchos in a proceeding brought against Los Gauchos by any governmental entity, that Los Gauchos has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and Los Gauchos and shall constitute grounds for termination of this Agreement by City.

Section 7. Utilities. Los Gauchos shall pay, and hold City free and harmless from, all charges for the furnishing of electricity for storage areas, snack facilities and lighting to the Field during the term of this Agreement. Los Gauchos shall also be responsible for water used on the Field, and water for use in connection with the Field. Los Gauchos shall pay water and electrical charges directly to the provider.

Section 8. Indemnity and Insurance. Los Gauchos shall defend, indemnify and save City and its elected officials, officers, employees and agents harmless from and against any all liability to Los Gauchos and third parties resulting from Los Gauchos's, and its agents', employees' and invitees' occupation and use of the Field, 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 Los Gauchos or any person who is an employee or agent of Los Gauchos, or by reason of the damage to or destruction of any property, including property owned by Los Gauchos or any person who is an employee or agent of Los Gauchos, and caused or allegedly caused by either the condition of the Field, or some act or omission of Los Gauchos or of some agent, contractor, employee, servant, invitee or concessionaire of Los Gauchos on the Field;

(b) Any work performed on the Field or materials furnished to the Field at the insistence or request of Los Gauchos or any agent or employee of Los Gauchos; and

(c) Los Gauchos'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 Field by any duly authorized governmental agency.

Section 9. Public Liability and Property Damage Insurance. Los Gauchos 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 connected with Los Gauchos's occupation and use of the Field 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 Los Gauchos or others.

The insurance required under this section shall be issued by a responsible insurance company or companies authorized to do business in California and shall be in a form reasonably satisfactory to City. Los Gauchos shall, by February 15th of each year during the term of this Agreement, deposit with City a certificate and appropriate endorsements showing that insurance to be in full force and effect.

(c) The insurance required by this section 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.

Section 10. Los Gauchos's Personal Property. Los Gauchos shall, during the term of this Agreement, maintain at Los Gauchos' 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 Field against damage or destruction by fire, theft or the elements.

Section 11. Cancellation Requirements. Each of the insurance policies shall be in a form reasonably satisfactory to City and shall carry an endorsement that, before changing or canceling any policy, the issuing insurance company shall give City at least thirty (30) days' prior written notice. Duplicate originals or certificates and endorsements of all such insurance policies shall be delivered to City prior to Los Gauchos's use of the Field..

Section 12. Restriction Against Assignment. Los Gauchos shall not encumber, assign or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Field or any of the improvements that may now or hereafter be constructed or installed on the Field without first obtaining the express written consent of City. Los Gauchos shall not allow others to use the Field or any part of the Field or allow any other person, other than Los Gauchos's agents, servants, employees and invitees to occupy the Field or any part of the Field without the prior written

consent of City. The consent by City to one assignment, one use, or one occupation of the Field by another person or entity shall not be deemed to be a consent to any subsequent assignment, use or occupation of the Field by any other person or entity. Any encumbrance, assignment, transfer or use 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 termination of this Agreement.

Section 13. 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, in the case of the City, fees for in-house legal counsel at rates prevailing in San Bernardino County, California.

Section 14. Notices. 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 Los Gauchos at 1506 Bella Vista Court, Redlands, CA 92373 or to City at 111 W. Lugonia Avenue, Redlands, California, 92374. 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 15. Entire Agreement. This Agreement constitutes the entire agreement between City and Los Gauchos respecting the Field and correctly sets forth the obligations of City and Los Gauchos to each other as of its date. Any agreements or representations respecting the Field or its use by Los Gauchos not expressly set forth in this Agreement are null and void.

Section 16. Time of Essence. Time is expressly declared to be of the essence in this Agreement.

Executed on April 4, 2006, at Redlands, California.

CITY OF REDLANDS



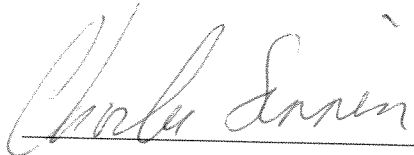
Jon Harrison, Mayor

ATTEST:



Lorrie Poyzer, City Clerk

LOS GAUCHOS SOCCER CLUB, INC.



Charles Sinnen, President

ATTEST:
