

ATHLETIC FACILITY USE AGREEMENT

This Athletic Facility Use Agreement (“Agreement”) is entered into as set forth below between The City of Oklahoma City (“City”) and Youth Builders, Inc., or YBI (“Group”).

RECITALS:

WHEREAS, the City provides a variety of parks and recreational venues and services for the use and enjoyment of the public; and

WHEREAS, the mission of the City’s Parks and Recreation Department (“OKC Parks”) is to provide cultural, social, and recreational experiences to our community so they can have the opportunity to cultivate wellness and enjoy a healthy lifestyle; and

WHEREAS, Group is a local non-profit that, for more than twenty (20) years, has conducted youth football leagues and related programming at OKC Parks’ facilities; and

WHEREAS, Group previously rented designated fields at Edwards Park, 1515 North Bryant Avenue; and

WHEREAS, that arrangement ended in 2023, when Edwards Park underwent construction of a new sports complex; and

WHEREAS, on January 25, 2024, in recognition of Group’s contributions to youth football in our community, OKC Parks offered Legacy Partner status to Group; and

WHEREAS, for the fall 2024 season, Group will be relocated temporarily to the Woodson Park Sports Complex, 3403 South May Avenue; and

WHEREAS, the parties wish to enter into this Agreement to document certain benefits that Group attains as a Legacy Partner and to specify terms for Group’s use of designated areas of Woodson Park to continue providing youth football activities.

NOW, THEREFORE, the parties agree:

1. GRANT AND PRIMARY AGREEMENT TERMS

- A. This Agreement shall allow Group to conduct its 2024 Oklahoma Inner City Youth League (“League”) using up to four (4) fields at Woodson Park. (“Site,” see Attachment A, incorporated herein). Group is allowed to use the designated fields at the times agreed upon by the parties to conduct the League from July 31, 2024, through November 30, 2024. League activities shall consist of play by League teams only, as defined on League’s website, and be limited to preseason round-robin competition, season games, and playoffs. Upon completion of the Edwards Park Sports Complex, Group’s future seasons shall be held at Edwards Park.
- B. Each year this Agreement is in effect, Group shall submit to the City a season schedule for the League (“Schedule”) by March 15th. The Schedule shall list the

dates, times, and number of fields Group wishes to use to conduct League activities during authorized periods of use (July 31st – November 30th).

- C. The City reserves the right to limit field availability based on field conditions and appropriate turf-recovery periods. This shall include, but is not limited to, a one-week (1-wk.) period of inactivity, as close to end of September as weather permits, for over-seeding or as otherwise necessary, as determined by the City's authorized agent(s).
- D. When submitting the Schedule required in Subsection 1.B., Group shall also provide a list of fees for League activities. The list of fees shall include, but is not limited to, the rates Group will charge for player registration, equipment rental (i.e., pads, helmets, etc.), concession items, and gate/admission fees.
- E. The City shall hold field space at the Site, pending receipt of the Schedule referenced in Subsection 1.B. As a Legacy Partner, Group shall receive priority scheduling for League activities at the Site and shall be charged the discounted fees described in Subsection 4.B.
- F. The parties shall mutually agree on the Schedule that Group may use to conduct the League.
- G. Consistent with the other provisions of this section, the City reserves the right and priority to reserve one (1) weekend (Thursday through Sunday) at the Site during Group's season for City events or programming. The City shall provide Group with notice of such use prior to February 15th of each renewal term, as applicable.
- H. If this Agreement is renewed, Group shall be allowed to conduct the League from July 31st – November 30th of each renewal term, at times and on fields to be agreed upon by the parties.
- I. The parties acknowledge that this Agreement only provides Group Legacy Partner status for conducting the League. For all other youth sports activities, Group shall request the Site or other OKC Parks' facilities on a first-come, first-served basis and pay the standard rate for athletic leagues. As used in this subsection, "Other Youth Sports Activities" shall include, but are not limited to, all other leagues, tournaments, combines, camps, clinics, or similar events held by Group.
- J. Upon mutual consent, the parties' authorized agents may modify the dates and times for Group's Site use. However, in all cases, Group's Site use shall be subject to the Agreement terms and consistent with public-park purposes. Group shall not use the Site at other times or for other purposes without approval of the City's authorized agent(s).
- K. Group shall maintain Legacy Partner status by remaining in good standing with the City. This includes, but is not limited to, satisfying the terms of this Agreement, complying with the City's field rental and use requirements, good financial standing with the City, and acting in good-faith cooperation with the City.

2. NON-PROFIT STATUS

Group warrants that it is a duly organized, non-profit organization.

3. TERM

Upon approval by the City, this Agreement shall be effective for a two-year (2-yr.) term, (retroactive from July 31, 2024, through November 30, 2025.) Upon mutual consent, it may be renewed for two (2) additional, two-year (2-yr.) terms, for a total of six (6) years.

4. CONSIDERATION AND BUSINESS RECORDS

A. As consideration, Group shall duly and timely provide the programs and services described herein.

B. Group acknowledges that the City is currently modifying its price structure for field rentals. Those changes include establishing a new Legacy Partner rate. Once the changes are in place, and for each year thereafter that this Agreement is in effect, Group shall be charged the Legacy Partner rate for that calendar year for League activities at the Site. The Legacy Partner rate for 2024 shall be listed on Attachment B and shall be the effective rate for the 2024 term year for League activities. Group acknowledges that OKC Parks may adjust the effective field rental rates at any time during the Agreement term.

C. Payment Plan

- 1) The City shall invoice Group within fourteen (14) calendar days after receiving Group's Schedule, as referenced in Subsection 1.B.
- 2) Group shall pay fifty percent (50%) of fees due by June 1st of each term year*. Group is responsible for confirming the league schedule by this date. Any changes made by this date are allowed at no penalty. If necessary, Group may request additional dates through the standard athletic event reservation process. These requests shall consist of play by League teams only, as defined on League's website, and be limited to preseason round-robin competition, season games, and playoffs. All requests will be processed based on availability and be invoiced at the annual hourly rate listed in Attachment B. *For the 1st year of the initial term, the deadline shall be the date this Agreement is approved by the City.
- 3) Group shall pay remaining fees due by July 15th for each term year. *For the 1st year of the 1st term, this deadline shall be thirty (30) calendars days after this agreement is adopted.
- 4) Prior to June 1st, Group may request a change to the facility reservations and receive a full refund. From June 1st to July 15th, should Group request to change the facility reservations, Group shall receive a refund, less a penalty of two hundred fifty dollars (\$250), for each change request made. Group shall not be charged any penalty for increasing the facility reservation, but the request shall

be fulfilled based upon availability, as determined by the City's authorized agent(s), and will be invoiced at the Legacy partner rate for that year.

- 5) Should Group request a change to the facility reservation after July 15th, the Group shall receive a refund less a penalty of five hundred dollars (\$500) for each change request (see Attachment C). Group shall not be charged a penalty for increasing the facility reservation, but the request will be fulfilled based upon availability and will be invoiced at the Legacy partner rate for that year.

D. Group shall keep business records, consistent with Generally Accepted Accounting Principles (GAAP), and provide copies to the City's authorized agent(s) upon request. The business records required under this subsection shall enable the City's authorized agent(s) to readily identify Group's revenues and expenditures related to League operations. The City shall have the right, but not the duty, to review and audit Group's business records at any reasonable time. The business records referenced under this subsection shall include, but are not limited to, Oklahoma Tax Commission sales tax reports.

E. The City may request reasonable follow-up information to the business records available for review or audit under this section. If so, Group shall provide such data to the City's authorized agent(s) as soon as is feasible.

5. ADDITIONAL REPORTING

A. By January 1st of each year this Agreement remains in effect, Group shall submit to the City's authorized agent(s) a report listing the total number of registered participants in the League during the previous fall. At the same time, Group shall also provide the total amount of donations solicited for the previous season and a detail of the added benefit it provided to league participants.

B. In addition to the other requirements of this section, Group shall provide the City with a report on the estimated value of any improvements made or volunteer hours performed at the Site during each year of the Agreement term. Group shall submit its report on a standardized form to be provided in advance by the City's authorized agent(s).

6. NON-INTERFERENCE

Group shall not unreasonably interfere with the City's operation or maintenance of the Site or other areas of Woodson Park, or their use by others.

7. OPERATIONS

A. Except as expressly provided herein, all of Group's operations and programming at the Site shall be at Group's expense.

B. Group shall encourage participation in the League by Oklahoma City residents.

- C. Group shall adequately staff and control its activities at the Site to ensure orderly conduct and reasonable safety. Group shall ensure that its staff and/or volunteers have required training, equipment, certifications, or other resources to successfully perform their duties under this Agreement.

8. RELEASES

- A. Before performing any tasks at the Site, Group's adult volunteers or participants shall sign an Acknowledgment and General Release. ("Release," see Attachment D, incorporated herein.)
- B. Before performing any tasks at the Site, Group's minor volunteers or participants shall submit a Release signed by their parent or legal guardian. (See Attachment E, incorporated herein.)
- C. Group shall maintain copies of the Releases required under this section and provide them to the City prior to July 31st each year. Group's paid staff need not submit Releases.

9. BACKGROUND SCREENING PROCESS

Group shall ensure that, before participating in youth activities at the Site, all coaches, sports officials, and league or tournament volunteers pass a background screening process consistent with the OKC Parks' Youth Protection Policy. (See Attachment F, incorporated herein.) Group shall maintain documentation of such background screening processes and, upon request, provide it to the City's authorized agent(s).

10. SITE ACCESS AND HOSTING

The City shall provide staff to open and close the Site during Group's authorized use. If resources permit, as determined by the City's authorized agent(s), the City shall also assign staff to facilitate Group's Site use, as provided for under this Agreement.

11. RESTORATION OF DAMAGED PROPERTY

- A. Group shall protect all City property at the Site. This shall include, but is not limited to, pavement, bleachers, electrical panels, signs, fences, trees, landscaping, and other structures. If City property is damaged due to Group's activities under this Agreement, Group shall timely restore it to pre-existing condition or better or otherwise compensate the City for actual losses. This section excludes normal wear and tear on City property, as determined by the City's authorized agent(s).
- B. Group shall immediately notify the City's authorized agent(s) of damage to City property caused by or connected with Agreement-related activities.

12. CONTROL OF PUBLIC ACCESS

During authorized periods of use, Group may control access to its designated area of the Site. Group may also charge for admission to this area, provided such fees are reasonable

and do not exceed market tolerance. Group shall be entitled to keep all proceeds from gate admission to League activities. Group's access-control point(s) shall be mutually agreed upon by the parties' authorized agents. When using the Site, Group shall not attempt to prohibit or discourage lawful public use of other areas of Woodson Park.

13. CONCESSIONS

- A. Group may use one of the Site's concession buildings, including appliances and adjacent storage, during Group's authorized periods of Site use. Group shall be responsible for cleaning the space after use, as well as for any damage beyond normal wear and tear that occurs at the concession building during use by Group. The City shall not be liable for loss of or damage to Group's property stored at the Site's concession building as authorized under this section.
- B. Group may keep all proceeds from its concession sales at the Site. However, Group's fees for such items shall be reasonable and not exceed market tolerance.

14. RESTROOMS

The City shall make the Site's restroom buildings available to Group's participants and spectators. Such use shall be non-exclusive and on equal terms with other park patrons or visitors.

15. STORAGE POD

- A. During the Agreement term, Group shall be allowed to place a locking, non-permanent storage pod at the Site to secure its League-related equipment and supplies. The size, not to exceed twenty (20) feet in length, and location of the storage pod shall be approved by the City's authorized agent(s). The storage pod must be in good condition and clean of dirt and debris. Group shall not store its equipment or supplies anywhere other than in the storage pod without approval of the City's authorized agent(s). In addition, Group shall promptly notify the City's authorized agent(s) if City property at the Site is stolen or vandalized. The City shall not be responsible for loss of or damage to Group's property kept in the storage pod authorized under this subsection.
- B. If, at any time during the Agreement term, the City's authorized agent(s) determine, in good faith, that the storage pod permitted under Subsection 15.A. has become a hazard or nuisance, they may require Group to remove it. If Group fails to remove the storage pod within seven (7) calendar days of written request by the City, the City may take action to remove the storage pod immediately thereafter. Such action shall be without cost or liability to the City.

16. SITE PARKING

- A. Group shall not charge parking fees at the Site without approval of the City's authorized agent(s).

- B. Group shall take reasonable steps to ensure that its attendees do not park on unpaved areas of Woodson Park. This shall include, but is not limited to, informing attendees of City parking ordinances and, if necessary, notifying the City's Police Department of parking violations.

17. GOLF CARTS

Group's authorized agents shall be allowed to use battery-powered golf carts (or similar, battery-powered vehicles) at the Site to transport Agreement-related personnel and supplies. Group shall ensure that such vehicles are operated safely by responsible adults experienced in their use. Group shall be responsible for any injury or damage to landscaping or structures that such vehicles cause at the Site. Group shall limit the driving of golf carts to the perimeter of the playing services.

18. NO LOCKS

Group shall not install locks on any gates at the Site or in other areas of Woodson Park without approval of the City's authorized agent(s).

19. ASSIGNMENT AND SUBLETTING

This Agreement and any of its provisions, including, but not limited to, field use, shall not be assigned or sublet without written approval of the City.

20. REMOVAL OF PERSONAL PROPERTY

When the authorized period of use is over, or when this Agreement expires or is terminated, Group shall remove all personal property, including the storage pod, from the Site within seven (7) calendar days. If Group does not do so, the City's authorized agent(s) may dispose of such items immediately thereafter without cost or liability.

21. ADVERTISING, CITY SEAL, AND PARKS ICON

- A. Group shall be responsible for advertising and promoting its activities at the Site. At their option, the City's authorized agent(s) may assist in these efforts. However, they are under no obligation to do so.
- B. All Agreement-related advertising and promotions shall be consistent with the OKC Parks Brand Standard, as determined by the City's authorized agent(s). Any items that use the City seal, or the OKC Parks Brand, shall be approved by the City's authorized agents before public use. All advertising and promotions shall be designed to ensure mutually beneficial results. However, the City's authorized agent(s) reserve the right to modify any content.
- C. Any Agreement-related advertising or promotions done by Group before this Agreement is approved by the City shall be at Group's risk.

22. SIGNS

Group shall not install signs at the Site without approval of the City's authorized agent(s). Proposed signs shall meet applicable City codes. Group shall submit, for approval by the City's authorized agent(s), an illustration showing the design, location, and installation methods of the signs.

23. DONOR/SPONSOR KIOSK(S)

Upon approval of the City's authorized agent(s), Group may install a kiosk(s) at the Site identifying its donors and sponsors.

24. ALCOHOLIC BEVERAGES

Group shall not allow the sale, distribution, or consumption of alcohol at the Site without approval of the City's authorized agent(s).

25. NO SMOKING/VAPING

Smoking and vaping are prohibited at the Site. Group shall take reasonable steps to ensure compliance with the City's no-smoking/no-vaping Ordinance. This shall include, but is not limited to, smoking or vaping of tobacco or marijuana products.

26. NON-DISCRIMINATION

Group shall not discriminate against any person because of race, color, religion, creed, sex, gender, national origin, age, familial status, genetic information, or disability in furnishing services, privileges, activities, or employment opportunities under this Agreement. Nothing in this section shall prohibit Group from establishing categories for participation based on the age, gender, or skill level of the participants.

27. MAINTENANCE AND REPAIR

- A. Group accepts the Site "as-is" and without warranty.
- B. The City shall be responsible for all mowing, repairs, utilities, and maintenance at the Site. Group shall not perform supplemental mowing, maintenance, or repairs without approval of the City's authorized agent(s).
- C. The City shall mow and stripe the Site's athletic fields on a schedule established by its authorized agent(s). Such activities shall be conducted based on need and available resources, as determined by the City's authorized agent(s). Group shall not be charged for field mowing or striping as provided for under this subsection.
- D. Group shall not be charged for use of athletic field lighting for League activities at the Site. However, Group shall take reasonable measures to ensure the field lights are only used as needed and are turned off after League use each day.
- E. Group shall take reasonable steps to ensure that its activities do not damage the Site or result in excessive litter at the Site. If City-provided trash receptacles are

inadequate to accommodate the volume of trash produced by Group's activities at the Site, Group shall provide additional trash receptables at the Site. Group shall empty its trash receptables, replace their liners, and remove its trash/debris from the Site by the end of each day's use.

28. CONSTRUCTION AND IMPROVEMENTS

- A. Group shall not undertake construction, improvement, or modification at the Site without approval of the City's authorized agent(s).
- B. The City may construct additional Site improvements but makes no commitment to do so. The City's authorized agent(s) shall notify Group in advance of such construction or related activities.

29. RIGHT OF INSPECTION

The City's authorized agent(s) shall have the right, but not the duty, to enter or inspect the Site at any time and for any official purpose. This shall include, but is not limited to, verifying compliance with the rental terms and the terms of this Agreement.

30. PRE-EXISTING ENCUMBRANCES

This Agreement shall be subject and subordinate to current or future grants, easements, franchises, or rights-of-way. This Agreement shall be further subject and subordinate to the right and power of the City to construct, operate, and maintain public utilities or facilities in, above, or under the public ways.

31. INDEMNIFICATION

- A. Group shall release, defend, indemnify, and hold harmless the City, and its officers, agents, and employees, for any property damage or loss, for any injury or death, and for any claims or liabilities arising from any activity under this Agreement. This provision shall survive the expiration or termination of this Agreement, not be limited by any other Agreement provision, and be binding upon Group's representatives, successors, and assigns.
- B. The City is constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Group, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., "Tort Claims Act"), as it may be amended.

32. INSURANCE

- A. Group shall provide a comprehensive general liability insurance policy sufficient to meet the City's maximum liability under the Tort Claims Act, as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence, to be effective

during the Agreement term. Group shall pay required insurance premiums or deductibles.

- B. Group's insurance policy shall name the City as additional insured. Group shall not cancel, fail to renew, nor decrease the limits by endorsement without thirty (30) calendar days' prior, written notice to the City by certified mail using the contact information contained in Subsection 39.A.
- C. Group shall provide employers' liability insurance and workers' compensation insurance as required by state law.
- D. Consistent with the other requirements of this section, Group shall provide the City's authorized agent(s) with a Certificate of Insurance before this Agreement is docketed for City Council action. (See Attachment G, incorporated herein.)

33. CITY DESIGNEE

The City Manager of the City or designee is authorized to exercise any right or duty of the City under this Agreement.

34. TERMINATION WITHOUT CAUSE

Either party may terminate this Agreement, for any reason and without cost or liability, upon thirty (30) calendar days' written notice to the other party.

35. TERMINATION FOR CAUSE

- A. Group shall comply with all Agreement terms. Its failure to do so shall be an Agreement breach. In such case, the City's authorized agent(s) shall notify Group to correct the breach within ten (10) calendar days. If Group does not do so, the City may terminate this Agreement immediately thereafter without cost or liability. If so, this Agreement shall become void, and Group shall promptly cease occupying or using the Site.
- B. Consistent with the requirements of Subsection 35.A., if the City's authorized agent(s) determine, in good faith, that Group has allowed a condition at the Site that poses an imminent danger to persons or property, they may declare Group to be in breach and terminate this Agreement immediately thereafter without cost or liability. However, if upon such notice, Group demonstrates an ability to promptly correct the situation, it shall have a reasonable opportunity to do so before the City terminates this Agreement.
- C. The City may waive any Agreement breach. However, that shall not grant a continuing waiver of such breach or similar Agreement breaches. Also, the City may later require Group to comply with any previously waived Agreement breach.

36. COMPLIANCE WITH LAWS

This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies.

37. NO PUBLIC OUSTER

The City's authorized agent(s) may, upon written notice, suspend or modify any Group rule, policy, or action that results in a public ouster from the Site. Group shall coordinate its use of the Site with the City's authorized agent(s).

38. COMPLETE AGREEMENT

This Agreement contains all terms agreed to by the parties. It may be amended by written consent of the parties. Neither party shall be bound by any statement or representation that does not conform to this Agreement.

39. NOTICES

A. Official communications to the City under this Agreement shall be sent to:

The City of Oklahoma City
Parks and Recreation Department
420 W. Main, Suite 210
Oklahoma City, OK 73102
okcparks@okc.gov
(405) 297-3882

and

The City of Oklahoma City
City Clerk
200 North Walker Ave., 2nd Floor
Oklahoma City, OK 73102
cityclerk@okc.gov
(405) 297-2391

B. Official communications to Group under this Agreement shall be sent to:

Youth Builders, Inc., or YBI
c/o Charles Clemons
15936 Petaluma Place
Edmond, OK 73103
charles.clemons@icloud.com
(405) 397-5225

or to such people and addresses as the parties later designate in writing.

40. SECTION HEADINGS

The section headings of this Agreement are for convenience of reference only and shall not affect its meaning or interpretation. Group acknowledges that its signatory was able to fully

review all Agreement terms before signing. This Agreement shall not be construed in favor of (or against) either party based on who drafted it.

41. TITLE

This Agreement grants Group no property right to the Site.

42. TAXES AND FEES

Group shall pay any taxes or other fees assessed in connection with this Agreement. Upon request, Group shall deliver to the City's authorized agent(s) sufficient receipts or other evidence of payment of such taxes or fees.

43. GOVERNING LAW AND VENUE OF ACTIONS

This Agreement shall be governed by, and construed in accordance with, Oklahoma law. Any legal proceeding regarding this Agreement shall be pursued in the appropriate court in Oklahoma County, Oklahoma. Each party shall pay its own attorney fees, and other expenses, related to such legal proceeding.

44. REPRESENTATIONS

Group warrants that it can fulfill its obligations under this Agreement and that its signatory can bind it under the Agreement terms.

SIGNATURE PAGE TO FOLLOW

APPROVED by Youth Builders, Inc., or YBI this 5 day of August, 2024.

Charles Clemens
Authorized Agent

_____) County)
) SS:
State of _____)



This instrument was acknowledged before me on this 5th day of August, 2024.

Notary Public [Signature]. My commission expires 11/19/2026.

APPROVED by the Council of The City of Oklahoma City this 13TH day of
AUGUST, 2024.

Amy K Simpson
City Clerk



David Holt
Mayor

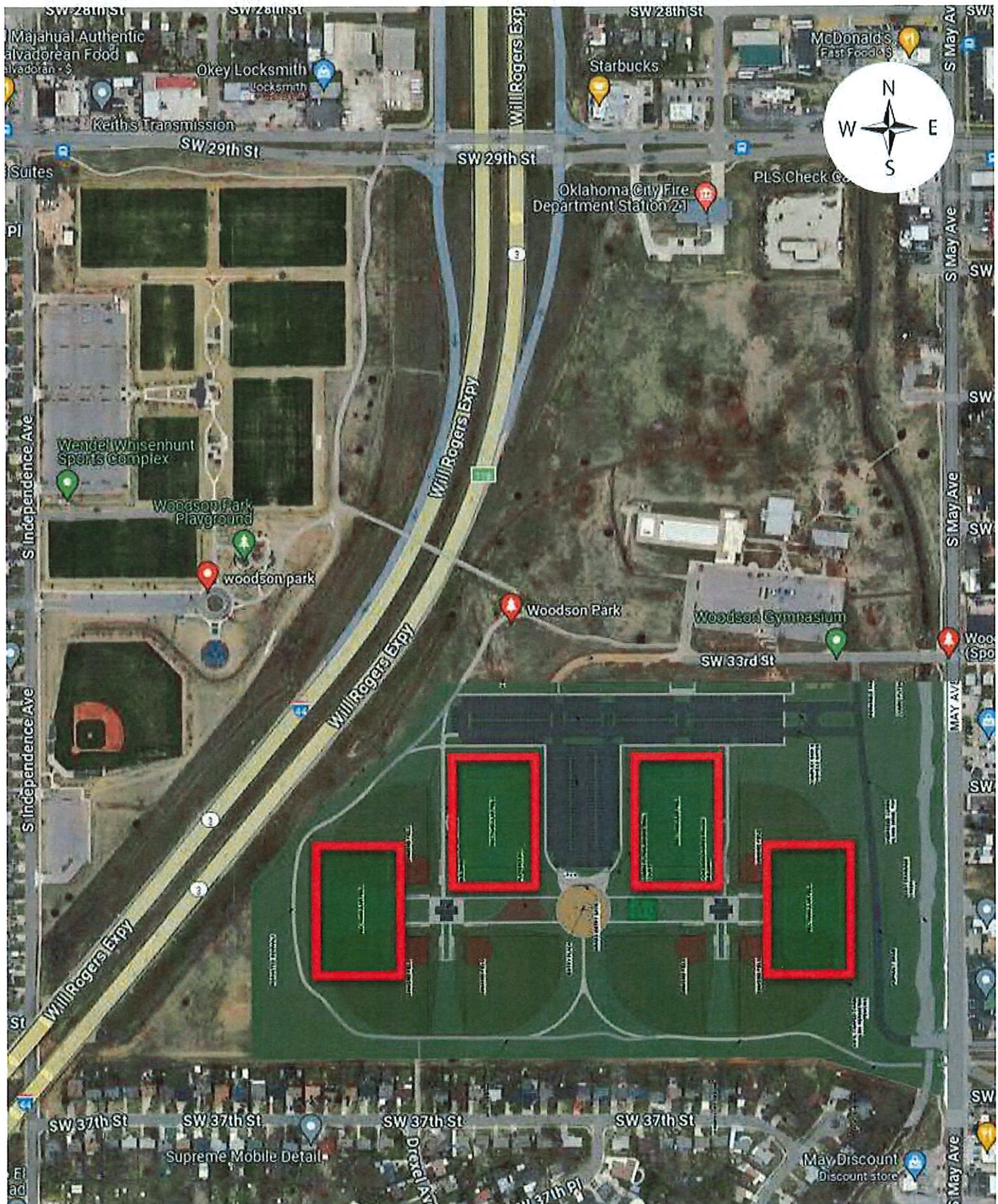
REVIEWED for form and legality.

Jill Burnett
Assistant Municipal Counselor

Attachment A

Site

(Attached)



Soccer fields

Attachment B

2024 Field Rates and Projected Schedule

Season	# of Field Hours Requested	2024 Hourly Price	Total Amount Owed
2024 (From Last week of July-November)	396	\$15	\$5,940

Projected Dates and Time:

Monday & Tuesdays: 6:30pm - 9:30pm

Sundays: 12pm - 6pm

Sunday August 18th

Sunday August 25th

Sunday September 8th

Tuesday September 10th

Sunday September 15th

Tuesday September 17th

Sunday September 22nd

Tuesday October 1st

Sunday October 6th

Tuesday October 8th

Sunday October 13th

Tuesday October 15th

Sunday October 20th

Tuesday October 22nd

Sunday October 27th

Tuesday October 29th (Rainouts*)

Sunday November 3rd (Rainouts)

Monday November 4th (Playoffs)

Tuesday November 5th (Playoffs)

Sunday November 10th (Playoffs)

Monday November 11th (Playoffs Rainouts*)

Tuesday November 12th (Playoffs Rainouts*)

*Group must release rainout dates at least ten (10) days prior in order to receive refund.

Attachment C

Penalty Matrix

<u>Item Due</u>	<u>Deadline</u>	<u>Amount Due/Penalty</u>	<u>Notes</u>
Tentative League Schedule	March 15 th	N/A	
1 st Payment	June 1 st	50% of Balance Due	Last day to change with no penalty
Change Requests	June 1 st - July 15 th	\$250 penalty per change request	Refund granted less penalty
Final Payment	July 15 th	Remaining balance due	Last day to change at \$250 penalty
Change Requests	After July 15 th	\$500 penalty per change request	Refund granted less penalty

* The group shall not be charged any penalty for increasing their requested amount of time, requests made after the June 1st confirmation date will be accommodated based on availability at the Legacy Partner rate for that year.

Attachment D
ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer or participant of Youth Builders, Inc., or YBI ("Group") for youth football activities ("Event") to be held at Woodson Park or a similar venue in Oklahoma City ("Site"). I also acknowledge that I am not employed or contracted by Group or The City of Oklahoma City ("City") to perform work or other tasks at the Site. I further acknowledge that I am at least eighteen (18) years of age and have no impairments that prevent me from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgment and General Release ("Release"), I affirm that neither Group nor the City can guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to me.

I hereby release Group and the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities or participation at the Event.

Signed this ____ day of _____, 202__.

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.

Attachment E
ACKNOWLEDGMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are volunteers or participants of Youth Builders, Inc., or YBI ("Group") for youth football activities ("Event") to be held at Woodson Park or a similar venue in Oklahoma City ("Site"). I also acknowledge that neither I nor my child(ren) are employed or contracted by Group or The City of Oklahoma City ("City") to perform work or other tasks at the Site. I further acknowledge that I am at least eighteen (18) years of age and that neither I nor my child(ren) have any impairments that prevent us from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I and my child(ren) can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect our safety. In signing this Acknowledgment and General Release ("Release"), I affirm that neither Group nor the City can guarantee our safety and that we participate willingly. If I or my child(ren) are injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to us.

I hereby release Group and the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our volunteer activities or participation at the Event.

Signed this ____ day of _____, 202__.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.

Attachment F
Youth Protection Policy
(Attached)

City of Oklahoma City
Parks and Recreation Department
YOUTH PROTECTION POLICY

Section I:

1. The City of Oklahoma City Parks and Recreation Department (Department) operates numerous recreational facilities in which youth sports/activities organizations play a prominent role. The Department wishes to protect the youth of the City who are participating in youth sports/activities sponsored or funded by the City, or by any youth sports/activity organization using a City facility.
2. This Youth Protection Policy (Policy) shall apply to all volunteers who have direct contact with youth sports/activities participants (with the exception of special event volunteers) for any youth sports/activities organizations sponsored or funded by the City, or by any youth sports/activities organizations using a City facility.
3. The City hereby adopts the standards of the National Recreation and Park Association (NRPA) recommended guidelines for credentialing volunteers. The following are the criteria for the exclusion of adult volunteers including, but not limited to, managers, sports officials, coaches, or any other volunteer who has direct contact with youth sports/activities participants. An adult means a person eighteen (18) years of age or older. Any adult volunteer shall be disqualified from participating as a volunteer of a youth sports/activity organization if the person has been found guilty of any one of the crimes listed below. "Guilty" means that person was found guilty following a trial, entered a guilty plea, or entered a no contest plea accompanied by a finding of guilt, regardless of whether there was an adjudication of guilt or a withholding of guilt.
 - a. All sex offenses, regardless of the amount of time since the offense. Examples include, but are not limited to: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, or similar offenses.
 - b. All felony offenses involving violence, regardless of the amount of time since the offense. Examples include, but are not limited to: murder, manslaughter, aggravated assault, kidnapping, robbery, or aggravated burglary.
 - c. All felony offenses, other than violence or sex offenses, within the past ten (10) years. Examples include, but are not limited to: drug offenses, theft, embezzlement, fraud, or child endangerment.
 - d. All misdemeanor violence offenses within the past ten (10) years. Examples include, but are not limited to: simple assault, battery, domestic violence, or hit and run.

- e. Two (2) misdemeanor drug or alcohol offenses within the past seven (7) years. Examples include, but are not limited to: driving under the influence, simple drug possession, drunk and disorderly conduct, public intoxication, or possession of drug paraphernalia.
 - f. Any other misdemeanor within the past five (5) years that would be considered a potential danger to children or is directly related to the functions of that volunteer. Examples include, but are not limited to: contributing to the delinquency of a minor, providing alcohol to a minor, or theft – if the volunteer is to handle money.
 - g. Any adult volunteer who has been charged with any of the disqualifying offenses above, and with a case pending in court, shall not be permitted to volunteer until the official adjudication of the case.
- 4. The Department shall require all adult volunteers to complete a background screening and to pay a fee to cover the background screening process. Exception: the cost of a background screening process fee shall be paid for by the Department for volunteers associated with Department's youth sports programs and activities.
 - 5. Sports officials/umpires working Parks and Recreation Department youth sports programs and activities shall pay the fee to cover the costs of the background screening process. Adult volunteers who have not successfully passed the background screening process shall not be allowed to officiate/umpire any youth sports/activities games, leagues, tournaments, etc.
 - 6. The City shall use a qualified entity to undertake the background screenings. The criteria set forth above shall be applied by the background screening entity. The background screening entity shall conduct the background screenings and provide the results to the Department.
 - 7. If the Department determines an adult volunteer does not meet the criteria set forth herein, the Department shall provide notice to the adult volunteer that they shall not be permitted to volunteer in any youth sports/activities program, league, tournament, etc.

Section II:

- 1. All partner youth sports/activities organizations shall comply with this Policy and shall not permit any adult volunteer who has not successfully passed the background check to participate as a volunteer with their organization. All volunteers associated with partner youth sports/activities organizations using City property shall comply with this Policy.

2. The youth sports/activities organization shall submit an affidavit, on a form provided by the Department (**see Exhibit A**), that the youth sports/activities organization shall not use any volunteer who has direct contact with youth sports/activities participants who has not undergone a background check as required by this Policy, or who failed the background check based upon criteria set forth in this Policy. Such affidavit shall be submitted to the Department Director or his designee prior to any youth sports/activities. Prior to the background checks, all volunteers shall submit the national background screening consent form (**see Exhibit B**).
3. In addition to the above requirements, and in accordance with this Policy, all youth sports organizations that are independent sanctioning authorities and that have athletic coaches who volunteer for a youth athletic team for twenty (20) or more hours within a calendar year shall provide evidence that a background check of the athletic coach has been conducted. An "independent sanctioning authority" means a private, nongovernmental entity that organizes, operates, or coordinates a youth athletic team, sport or activity, if the team includes one or more minors and is not affiliated with a private school.

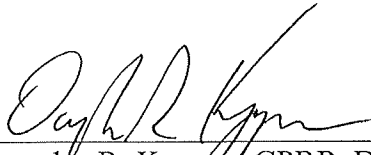
Attachments:

Exhibit A – Affidavit Form

Exhibit B – National Background Screening Consent Form

Recommended by the Oklahoma City Park Commission: March 18, 2015.

Effective Date: March 18, 2015.



Douglas R. Kupper, CPRP, Director
Parks and Recreation Department

EXHIBIT A

City of Oklahoma City
Parks and Recreation Department

YOUTH SPORTS/ACTIVITIES BACKGROUND CHECK AFFIDAVIT

I, the undersigned, being first duly sworn, do hereby affirm, under oath and penalty of perjury, that the following statements are true:

1. I am 18 years of age or over and am a resident of the state of Oklahoma.
2. I am the Director (title) of Youth Builders Inc (name of youth sports organization), and I have the authority to make the representations set forth within this Affidavit.
3. In accordance with the Oklahoma City Parks and Recreation Department Youth Protection Policy, volunteers who have direct contact with youth sports/activities participants have passed the criminal background check.
4. My organization will not use any volunteer who has direct contact with youth sports/activities participants who has failed, or not undergone, the criminal background check.

Executed this 5 day of August, 2024.

By Charles C
(Signature)

By _____
(Name and Title)

Oklahoma County)
) SS:
State of Oklahoma)

This instrument was acknowledged before me on this 5th day of August, 2024.

Notary Public [Signature]

My commission expires 11/19/2026



Exhibit B

Oklahoma City Parks and Recreation Department National Background Screening Consent Form

Applicant's **Legal** Name (printed):

Social Security Number: _____ Date of Birth: _____

Applicant's Address:

City: _____ State: _____ Zip: _____

I, _____, authorize and give consent for the Oklahoma City Parks and Recreation Department (Department) to obtain information regarding myself. This includes the following:

- Local & National Criminal Background Records/Information
- All 50 State Sex Offender Registries
- Full Address Trace
- Social Security Verification

I, the undersigned, authorize this information to be obtained, either in writing or via telephone, in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the Department's guidelines.

By signing this document, I provide the Department my consent for an initial background check, as well as any subsequent background checks the Department deems necessary.

Print Name: _____ Date: _____

Signature: _____

Attachment G
Certificate of Insurance
(Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866		CONTACT NAME: Sports Dept PHONE (A/C, No. Ext): 800-622-7370 FAX (A/C, No): 803-256-4017 E-MAIL ADDRESS: ayf@sadlersports.com PRODUCER CUSTOMER ID#:											
INSURED AMERICAN YOUTH FOOTBALL, INC. AND AMERICAN YOUTH CHEER AS MEMBERS OF OK Sports/ YBI /Hustle Inc. c/ o Charles Thompson 113 SW 41st Moore, OK 73160 Application ID: 399373		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: SiriusPoint America Insurance Company, Inc.</td> <td>38776</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SiriusPoint America Insurance Company, Inc.	38776	INSURER B: Zurich American Insurance Company	16535	INSURER C:		INSURER D:	
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INSURER B: Zurich American Insurance Company	16535												
INSURER C:													
INSURER D:													

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		PLH01GL00000089	07:17AM ET 08/23/2023	07:17AM ET 08/23/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Ea occurrence) \$300,000 PREMISES MEDICAL PAYMENTS EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS- COMP/ OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON- OWNED AUTOS			PLH01GL00000089	07:17AM ET 08/23/2023	07:17AM ET 08/23/2024	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> SEXUAL ABUSE / MOLESTATION			PLH01GL00000089	07:17AM ET 08/23/2023	07:17AM ET 08/23/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			N/ A	N/ A	N/ A	EACH OCCURRENCE N/ A AGGREGATE N/ A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/ A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EOMLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			ZPX0000556385900	07:17AM ET 08/23/2023	07:17AM ET 08/23/2024	EXCESS MEDICAL \$100,000 DEATH + SPECIFIC LOSS \$10,000 DEDUCTIBLE \$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: COVERED SPORTS NOTE: The maximum number of players cannot exceed 36 players per team. Tackle Football - 7u Division (1 teams), Tackle Football - 9u Division (1 teams), Tackle Football - 11u Division (1 teams), 7v7 Passing Team (ages 5-17) (1 teams), Cheer / Dance / Step / Majorette Squads / Inspiration - Class 1 (no charge) (4 teams)
 The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER		CANCELLATION	
RELATIONSHIP: Property Owner/ Lessor City of Oklahoma City 420 W. Main Street Suite 210 Oklahoma City, OK 73102		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (company A) AUTHORIZED REPRESENTATIVE (company B) 	

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
PLH01GL00000089	08/23/2023	OK Sports/ YBI	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

☒ Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

1. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
2. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
3. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

☒ Sponsors

☒ Co- Promoters

☒ Any individual person(s) or organization(s) listed below:
COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.