



Facilities Use Agreement

THIS FACILITIES USE AGREEMENT (hereinafter “Agreement”) is entered into as of this _____ day of _____, 20__, by the City of Key West, Florida, a municipal corporation (hereinafter “City”), and [Name of Organization], located at [Address], by and through its authorized representative, [Name and Title] (hereinafter “League”).

WHEREAS, the purpose of this Agreement is to establish policies, procedures, and regulations governing the allocation and permitted use of the City’s athletic fields, with the overall goal of ensuring fair and equitable access for all users while maintaining the quality, safety, and fostering a spirit of collaboration and athletic excellence;

WHEREAS, the League agrees to comply with all applicable City policies, regulations, and the specific terms set forth herein, including adherence to its own approved bylaws and standards of conduct; and

WHEREAS, the League acknowledges that compliance with this Agreement is a condition of continued use of the City’s facilities and that failure to comply may result in warnings, suspensions, or termination of field usage rights.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and intending to be legally bound, the parties agree as follows:

1. Renewal/Termination Rights:

1.1 Term. The term of this Agreement shall commence on [Start Date (“Effective Date”)] and expire on [End Date]. The League may submit an application for renewal thirty (30) days before expiration, subject to City approval and compliance with all terms of this Agreement.

1.2 Termination by City. The City may terminate this Agreement for cause upon written notice if the League fails to comply with any material term of this Agreement, including but not limited to: (i) enforcement of its bylaws, which must be approved by and may only be amended with the prior written consent of the City Manager; (ii) adherence to field

usage rules; (iii) timely fee payment; and (iv) compliance with insurance and background check requirements.

1.3 Incorporation of Ordinance. The League further acknowledges that the City ~~anticipates adopting an~~ adopted ordinance #25-____ (“Ordinance”) requiring strict compliance with the League’s approved bylaws and enforcement thereof. Any willful violation of such bylaws or the Ordinance shall constitute cause for termination. The City may also terminate this Agreement for convenience upon ~~ten~~ (10) days’ written notice.

2. League Bylaws:

2.1 Incorporation of Bylaws. The League’s bylaws, including all rules, regulations, codes of conduct, and procedures, are hereby incorporated by reference into this Agreement and shall be maintained on file at [City Department/Office] (“City Office”). These bylaws must reflect a commitment to good sportsmanship, appropriate behavior, and alignment with the City’s standards for equitable and safe use of the facilities.

2.2 Approval and Amendment of Bylaws. The League’s bylaws shall be submitted to the City Manager for approval prior to the execution of this Agreement. Any amendments to the bylaws must receive the prior written consent and approval of the City Manager. The City may request updates or clarifications to ensure compliance with applicable laws and City policies.

2.3 Violations of this Agreement or the League’s bylaws or ordinance _____ will result in the following penalties:

1st Offense: Written warning to the League Representative specifying the violation and corrective actions required.

2nd Offense: Suspension of field use privileges for the offending party for a duration determined by the City Manager.

3rd Offense: A hearing with the City Manager to determine further action, including possible permanent revocation of field use privileges for the team or League.

3. Field Scheduling Process:

3.1 Scheduling Procedures. The City’s Parks and Recreation Division (or other designated City department) shall coordinate field allocation and scheduling. Leagues must submit proposed practice and game schedules by [date(s)] each season. Schedules will be assigned based on criteria including, but not limited to, historical usage, equitable access, participant numbers, and community needs.

3.2 Decision-Making. Final decisions regarding field use shall be made by the City's designated official(s). The City reserves the right to adjust or reallocate fields to ensure maximum community benefit, equitable access, and proper maintenance.

3.3 Non-Utilization of Scheduled Field. If the League fails to use a reserved field without prior notice, the City may reassign the field to another user and may impose a penalty or reduce future field allocations.

3.4 Weather Cancellations. In the event of inclement weather or unsafe field conditions, the City shall have sole discretion to cancel or postpone scheduled activities to protect participants and maintain field integrity. The City will notify the League's representative as soon as reasonably possible. Rescheduled times may be subject to field availability.

3.5 Extensions and Requests. The League shall submit requests for schedule extensions, additional dates, or adjustments in writing at least [X days] in advance. Approval of such requests is at the City's sole discretion.

(Attach the complete scheduling process and guidelines as Exhibit A or potentially the schedule itself.)

4. Field Maintenance and Cleanup:

4.1 Maintenance by the City. The City's Parks and Recreation Division will maintain fields in good playing condition, including mowing, lining, and general upkeep. Routine field closures may occur for maintenance, renovation, or rest, and the League agrees to respect such closures.

4.2 Post-Use Cleanup. After each use, the League is responsible for removing litter, equipment, and other debris from the field and surrounding areas. Failure to clean up after use may result in additional fees, warnings, or reduced allocation of future field time.

4.3 Field Closures for Maintenance. The City reserves the right to close fields for maintenance at any time. The City will provide the League with advance notice when possible. No play is permitted on closed fields. Violations may result in suspension of field privileges.

5. Background Checks:

5.1 League Responsibility. The League must ensure that all coaches, assistant coaches, and other persons in supervisory roles undergo comprehensive background checks in accordance with the League's bylaws and any applicable City, state, or federal law. Proof of compliance shall be provided to the City ~~upon request~~ within 30 days of the effective date of the accompanying ordinance. Any exception to disqualification shall be conducted by the League in compliance with state law and coordinated under the supervision of the City Manager at City Hall.

6. Concussion and Head Injury Prevention and First Aid

6.1 Safety Protocols. The League shall implement and enforce concussion and head injury prevention policies consistent with recognized best practices and relevant regulations. The League shall ensure that coaches and volunteers are trained to recognize and respond to potential head injuries.

6.2 First Aid and Emergency Response. The League shall have a basic first aid kit and emergency action plan available at all practices and games. The League shall provide instructions to coaches and volunteers on emergency medical procedures and reporting requirements.

7. Funding and Fee Structure:

7.1 User Fees. The League shall pay fees for field use as established by the City's fee schedule. Such fees may include field rental charges, lights usage fees, and any applicable deposits. Payment shall be made in accordance with the City's invoicing and deadline requirements.

7.2 Additional Funding or Grants. If the City provides any grants or subsidies to the League, or if the League obtains external funding for facility improvements, the terms of such funding shall be addressed in a separate addendum. The City reserves the right to audit funds related to facility improvements or maintenance. In the event the League violates any provision of this Agreement, including but not limited to any ordinance governing field use or enforcement of bylaws, the City may, at its sole discretion, withhold further disbursement of funds, revoke previously granted funding, or require repayment of funds already disbursed, in addition to pursuing other remedies available under this Agreement or by law.

8. Insurance:

8.1 Insurance Requirements. The League shall procure and maintain, at its own expense, comprehensive general liability insurance with coverage limits as determined by the City Manager ~~of not less than \$_____ per occurrence and \$_____ aggregate~~. The City of Key West shall be named as an additional insured and The League shall indemnify and hold the City harmless from all property or injury claims of liability. Proof of insurance must be submitted prior to the commencement of field use.

8.2 Workers' Compensation. If the League employs staff, it shall maintain workers' compensation coverage as required by Florida law.

8.3 Notice of Cancellation. The League shall provide the City with at least thirty (30) days' notice of cancellation or material change in coverage. Failure to maintain insurance as required shall result in immediate suspension of field privileges.

9. Indemnification:

9.1 League's Indemnification. The League shall defend, indemnify, and hold harmless the City, its officials, employees, and agents to the fullest extent permitted by Florida law from and against any and all claims, liabilities, losses, damages, injuries, or expenses (including reasonable attorney's fees) arising out of or related to the League's use of the City's facilities or any breach of this Agreement, except to the extent caused solely by the gross negligence or willful misconduct of the City.

10. Field Use Regulations:

10.1 Lighting and Curfew. Field lights will be turned off at [Time], and all League activities shall cease at that time. The League must vacate the premises within [X] minutes after lights are turned off.

10.2 Practice and Game Limits. The League agrees to adhere to the number and length of practices, games, and events permitted by its approved schedule. Unapproved expansions in activity may result in additional fees or disciplinary actions.

10.3 Access Restrictions. The League shall not enter or use fields not assigned to it. Trespass onto closed or restricted areas may result in immediate suspension of privileges.

11. Non-Smoking/Vaping/Alcohol:

11.1 Non-Smoking. All City athletic fields are designated smoke and vape-free areas. The League shall enforce a no-smoking or vaping policy and shall ensure participants, officials, and spectators comply with this rule.

11.2 Alcohol Prohibited. The possession or consumption of alcoholic beverages on City fields is strictly prohibited unless specifically authorized in writing by the City. Violations may lead to immediate termination of this Agreement.

12. Amendment/assignment:

12.1 Amendments. This Agreement may not be amended except by a written document signed by both parties. Any proposed amendments to bylaws, schedules, or fees must be similarly approved in writing.

12.2 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Any attempted assignment without such consent shall be void and may result in immediate termination of this Agreement.

13. Governing Law and Venue:

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

13.2 Venue. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of the Sixteenth Judicial Circuit in and for Monroe County, Florida, or in the United States District Court for the Southern District of Florida, as applicable. The parties irrevocably submit to the jurisdiction of such courts and waive any objection to venue or inconvenient forum.

14. Signatory Authority:

14.1 Authority to Sign. Each signatory below represents and warrants that they have full power and authority to enter and perform this Agreement on behalf of their respective party.

15. Entire Agreement/Amendments

15.1 Entirety. This Agreement, along with its exhibits and incorporated bylaws, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, negotiations, or agreements. No promises, representations, warranties, or covenants not included herein shall be binding. The City Manager shall have the right to amend any portion of this Field Use Agreement with the

advice and consent of the City Attorney and shall provide written notification to the League President by electronic mail. Any changes to the Field Use Agreement made by the City Manager shall be communicated to the City Commission at its next regularly scheduled meeting.

16. External/Third Party Agreements

16.1 League expressly agrees to submit all records of any concession agreements or third party agreements regarding any external league, activities or food and beverage sales to the City Manager within fourteen (14) days of the effective date of Ordinance# 25- _____ (Field Use Agreement Ordinance).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

CITY OF KEY WEST, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

[LEAGUE NAME]

By: _____

Name: _____

Title: _____

Date: _____