

USE AND OPERATIONS AGREEMENT

This Use and Operations Agreement (this “Agreement”) is by and between the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota (the “City”), and Arrowhead Youth Soccer Association, a non-profit corporation under the laws of the State of Minnesota (“AYSA”).

WHEREAS, the City owns several athletic fields traditionally used for soccer, more particularly described below, together with the adjoining property, buildings, various fixtures, and personal property as shown on the attached Exhibit A, all located in the City of Duluth, St. Louis County, Minnesota (collectively, the “Premises”).

WHEREAS, the City and AYSA have a long-standing working relationship with a common goal to provide a quality soccer program for youth within the City and surrounding communities utilizing the Premises.

WHEREAS, AYSA has used and operated the Premises pursuant to other agreements with the City since the late 1990s.

WHEREAS, the City desires to have AYSA continue to use and operate the Premises for a range of agreed-upon athletic uses, inclusive of, but not limited to, soccer, for the betterment of the community (the “Program”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

I. ADMINISTRATION. For purposes of administering this Agreement, the City shall act through its Property Services Supervisor, or their designee (the “Manager”). AYSA shall act through its Executive Director, or their designee (the “Director”).

II. USE OF THE PREMISES.

A. The athletic fields included in the Premises are depicted on the attached Exhibit A and described as follows:

1. The Jean Duluth Soccer Complex located within the Lake Park Fields Athletic Complex at 3525 Riley Road;
2. Arlington Athletic Complex located at 601 South Arlington Avenue; and
3. Gary New Duluth Park located at 801 101st Avenue West (does not include use of the parking lot, building or other amenities located at the Gary New Duluth Park).

B. The City makes no representation or warranty, either express or implied, that the Premises are suitable for specific uses and AYSA accepts the Premises in “as is” condition without

representations or warranties of any kind. The City shall not be obligated to make any alterations or improvements on or to the Premises.

C. AYSA shall use the Premises exclusively for the Program during Term. Use of the parking lots located at the Jean Duluth Soccer Complex and Gary New Duluth Park shall be non-exclusive, as the lots are also used by other users of such areas.

D. AYSA acknowledges that the rights granted to it herein are subject to AYSA's compliance with the terms and conditions of this Agreement.

E. AYSA shall maintain and provide to City their referee schedule, and shall provide fair and reasonable scheduling access for Program uses within the Premises. Should a question arise as to an eligible use of the Premises, AYSA shall consult the Manager for a final approval or denial.

F. AYSA acknowledges and understands that the Premises are public facilities that require the cooperation of all users and coordination of activities including other Premises users. This cooperation includes ingress and egress and use of amenities and related improvements. AYSA understands and acknowledges that the Manager shall ultimately determine the appropriate use of the Premises and shall decide any disputes between AYSA and any other users of the Premises.

G. The City and its authorized representatives may enter the Premises at all times for the purpose of inspection, or for the purpose of making necessary repairs for which the City is responsible or deems necessary for the safety and preservation of the Premises or for the performance of any work on the Premises that may be necessary to comply with any laws or regulations of any public authority. AYSA shall not change the locks, otherwise prohibit, or inhibit the City's access to any portion of the Premises. The City shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and AYSA agrees to abide by the City's Key Control Policy (as it may be unilaterally updated from time to time), a copy of which has been provided to AYSA. Keys shall be distributed by AYSA only to those individuals as may be designated by the City. All keys issued to AYSA shall be promptly returned to the Manager upon termination or expiration of this Agreement. Notwithstanding the foregoing, the City acknowledges that AYSA uses combination locks on the gates at the Premises and the City will be provided current access codes for the combination locks throughout the Term.

H. AYSA's equipment, personal property and removable property (the "AYSA Improvements") are identified on Exhibit B attached to this Agreement.

III. TERM AND TERMINATION OF AGREEMENT.

A. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2026, and expire on December 31, 2026, unless earlier terminated (the "Term"). Notwithstanding the foregoing sentence, the parties agree that the athletic season (the "Athletic Season") for the year during the Term will be from May 15 to

October 31, unless extended by mutual agreement of the parties. Notwithstanding the seasonal nature and use of the Premises, AYSA shall respond to inquiries from third parties regarding use of the Premises on a year-round basis.

B. The City may terminate this Agreement with thirty (30) days' written notice to AYSA if the City determines that AYSA has abandoned the Premises or has stopped providing the Program, or both.

C. The City may unilaterally terminate this Agreement immediately if the City determines AYSA has or is violating any term of this Agreement. The City shall provide AYSA with written notice of such violation and shall allow AYSA thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of the City within thirty (30) days, then the City may terminate this Agreement immediately by serving written notice to AYSA. In the event of a violation of this Agreement, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to AYSA, may remove all persons and property from the Premises. The City may, in addition to any other remedy it may have, recover from AYSA all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Premises and for attorney's fees.

D. The City may terminate or suspend this Agreement immediately if the City, in its sole discretion, believes in good faith that the health, welfare or safety of the Premises, or occupants, users or neighbors would be placed in immediate jeopardy by the continuation of AYSA's operations on the Premises.

E. In the event the City terminates this Agreement for any reason or for no reason, in addition to other rights or remedies it may have, the City shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to AYSA, may remove all persons and property from the Premises. Upon termination or expiration of this Agreement for any reason, AYSA agrees to surrender possession of the Premises to the City in as good condition and state of repair as the Premises were in at the time AYSA took possession, reasonable wear and tear excepted. AYSA shall, to the City's satisfaction, remove all of the AYSA Improvements, (except the Bob Pratt Pavilion Building) no later than the expiration or termination of this Agreement. Any AYSA Improvements remaining after expiration or termination of this Agreement shall become the property of the City. Without further action of the parties, title to the Bob Pratt Pavilion Building shall immediately transfer to the City upon expiration or termination of this Agreement for any reason. Removal of the AYSA Improvements and the restoration of the Premises shall include removal of above ground structures (except the Bob Pratt Pavilion Building) and above ground foundations including utilities and utility connections, which shall be capped or otherwise left in a safe condition and modification of the surface so that it is free of any holes or obstructions and graded as necessary to ensure proper drainage.

IV. USAGE/MAINTENANCE FEE.

As reimbursement to the City for its annual maintenance costs, AYSA shall pay to the City an annual usage fee of \$28,502.21 (the "Fee"). The Fee shall be due in two installments of 50% each due on July 1st and September 1st during the Term. The Fee shall be deposited into Fund 205-130-1221-4625 (Parks, Community Resources, Park's Maintenance, Rent of Athletic Fields). All payments shall be sent to:

City of Duluth
Attn: City Auditor
411 W. First Street, Room 120
Duluth, MN 55802

In the event of early termination of this Agreement for any reason, AYSA shall not be entitled to any proration or reimbursement of the Annual Fee.

V. OPERATION AND MAINTENANCE. The obligation of AYSA to provide athletic field use opportunities and to maintain the Premises shall include, but not be limited to, the following:

A. Perform the operational and maintenance duties described in more detail on the attached Exhibit C. Exhibit C is subject to change from time to time upon mutual written agreement between the Manager and the Director, which written agreement shall automatically be incorporated by reference into this Agreement as Amended Exhibit C. Notwithstanding the foregoing sentence, AYSA expressly acknowledges that in the event of a dispute between the Manager and the Director relating to the operation and maintenance of the Premises, the Manager's decision shall prevail.

B. Provide, at AYSA's sole expense, a sufficient number of portable toilets at the Jean Duluth Soccer Complex and Arlington Athletic Complex.

C. Provide, at AYSA's sole expense, electric and water service at the Jean Duluth Soccer Complex and Arlington Athletic Complex.

D. Provide, at AYSA's sole expense, trash and recycling services at Jean Duluth Complex and Arlington Complex.

E. Provide a sufficient number of trained staff, referees, and/or volunteers as appropriate to manage each game at the Premises.

F. Assessment and collection of reasonable user fees and tournament fees for the Premises. AYSA may retain all fees and revenues generated from the use of the Premises. On or before March 1st of each year, AYSA shall submit all fees charged by AYSA in association with the Premises for review and approval by the Manager. In the event of a dispute, the Manager's decision shall prevail. All fees and deposits relating to the use of the Premises shall be separately managed and/or accounted for by AYSA. Monies collected during the operation of the Premises shall be used only for the following purposes:

1. To cover all operating expenses of the Premises and Program including but not limited to utilities, insurance, maintenance supplies, and payroll expenses of employees, instructors, and independent contractors.

2. To make improvements to the Premises.

3. To fund and sponsor tournaments and to promote and advertise tournaments and instructional activities at the Premises.

G. Establish and implement a field use policy for AYSA and non-AYSA users of the Premises, which shall include the following:

H. 1. A maximum of two games per day per field at the Premises, with the exception of playoffs and tournaments, unless the City's Parks and Grounds Maintenance Manager (the "Parks Maintenance Manager") recommends reduced field usage for asset preservation. Should more field use be desired by an AYSA or non-AYSA user, then the AYSA shall consult the Parks Maintenance Manager and Director of Property, Parks, and Libraries for such approval, which shall be in writing and not be unreasonably withheld. The Parks and Maintenance Manager and Director of Property, Parks, and Libraries can be contacted at the following address and phone number or as may be updated from time to time:

City of Duluth
Attn: Parks and Grounds Maintenance Manager
520 Garfield Ave, Duluth, MN 55802
218-730-4331

City of Duluth
Attn: Director of Property, Parks, and Libraries
1532 W Michigan Street Duluth MN 55806
218-730-4435

2. The agreed-upon priority of uses of the Premises shall be as follows:

- a. AYSA, East Select Soccer, and Gitchi Gummi Soccer Club league games and tournaments.
- b. GND Development Alliance (as to that portion of the Premises at the Gary New Duluth Park only).
- c. Youth Rectangle Sports/Duluth high school soccer team events.
- d. Duluth high school soccer team games/Adult Rectangle Sports.
- e. City of Duluth.
- f. Others based on field availability and condition. Additional consultation with Manager is required.

I. Notify the Parks Maintenance Manager regarding game cancellations. When field conditions are threatened by bad weather and/or heavy use, AYSA and the Parks Maintenance Manager or their designee shall confer to determine whether or not scheduled games or practices

should go on as scheduled or be postponed. In the event of a disagreement, the final decision shall be made by the Parks Maintenance Manager or designee.

J. At its discretion and with approval of the Parks Maintenance Manager: (i) assist the City in the repair of turf in the fall of each year of the Term; and (ii) coordinate and assist with additional maintenance activities at the Premises.

K. To the extent that AYSA is notified of any incidents of injury or loss or damage on the Premises, notify the Manager in writing of any incident of injury or loss or damage to the property of the City or any of AYSA's participants or invitees occurring within the Premises during the Term. Such written report shall be in the form of the Incident Report attached hereto as Exhibit D.

L. Procure, at AYSA's sole expense, all licenses and permits necessary for carrying out the provisions of this agreement.

VI. CITY RESPONSIBILITIES. The City shall be responsible for the following duties at the Premises:

- A. Reserve the right to approve all fees, approve schedules for practices, games and tournaments, and approve all user agreements.
- B. Mow the playing fields - aerate, over-seed, top-dress, repair sod as needed.
- C. Cut the side slopes.
- D. Approve schedules for practices, games, and tournaments, and reserve the right to limit the number of practices/games scheduled on any given day, week, and/or weekend to protect the Premises.
- E. Perform manual irrigation of playing fields, and control and maintain the irrigation system.
- F. Maintain a gate from the parking areas to the playing fields. Maintain fencing and a gate to control access on Arlington Avenue.
- G. Trim around playing fields, mow in and around goals, player's benches, and trash receptacles.
- H. Control, maintain, and manage the fencing and gates; and
- I. Provide portable toilets at Gary New Duluth Park.
- J. Provide electric and water service at Gary New Duluth Park.

VII. ALTERATIONS OR IMPROVEMENTS.

A. AYSA may, at its sole cost and expense, make suitable improvements or alterations to the Premises only with advance written approval from the Manager. Except as provided for herein, all such improvements, including fencing installation, field installation, storage structures, wells, etc. shall become the property of the City. Prior to commencing any improvements or alterations, AYSA shall submit to the City a Project Proposal Request along with detailed plans. A copy of the current form of Project Proposal Request is attached to this Agreement as Exhibit E. These documents shall be submitted to the City at least sixty (60) days before the planned commencement of the work. No work may begin on any approved project until all necessary

building permits are secured. All construction shall conform to all applicable laws and the Duluth City Code.

B. Not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Premises, AYSA shall provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance is subject to approval by the City Attorney before the commencement of any construction.

C. AYSA may make temporary improvements to the Premises and shall retain ownership of temporary property such as nets, field flags, etc. AYSA shall maintain all temporary improvements and the AYSA Improvements in a safe manner. All equipment used at the Premises shall meet or exceed all applicable City Codes. In the absence of applicable City Codes, all equipment shall meet or exceed the minimum guidelines as established by the Consumer Products Safety Commission Standards for Athletic Equipment.

D. AYSA may solicit and accept sponsorships to support its organizational operations and the operation and maintenance of the premises. All sponsorship agreements must have a term less than one (1) year and must align with City's Sponsorship Policy, including but not limited to AYSA's placement of signs or banners as subject to the Manager's prior approval and in compliance with all City Codes and state law governing the use and placement of signs.

VIII. RECORD KEEPING AND REPORTING.

A. AYSA acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all AYSA books, records, documents, and accounting procedures and practices related to the Premises and this Agreement are subject to examination by the City and the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City or the State Auditor, AYSA shall provide all requested books, records, documents, and accounting procedures and practices related to the Premises and this Agreement.

B. AYSA shall maintain all records relating to the Premises during the Term and for six (6) years after the termination, cancellation, or expiration of this Agreement.

C. AYSA shall provide the reports and information listed on Exhibit F to the Manager at the times required by Exhibit F.

D. The parties shall meet before each Athletic Season begins and after each Athletic Season concludes to jointly inspect the Premises to determine whether the Premises are in all respects in proper condition, to recommend non-routine maintenance and improvements needed and, if necessary, to review the terms and conditions of this Agreement. All non-routine maintenance and improvements are subject to City budget approvals.

IX. INSURANCE AND INDEMNIFICATION.

A. During the Term, AYSA shall maintain such insurance coverage as required by this Agreement and as will protect AYSA and the City against risk of loss or damage to the Premises

and against claims that may arise or result from the use of the Premises. AYSA shall comply with the following insurance obligations and shall provide the minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota and comply:

- i. Workers' compensation insurance in accordance with the laws of the State of Minnesota;
- ii. Commercial General and Automobile Liability Insurance with limits not less than \$1,000,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance. Such insurance shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provision may be utilized to meet the required minimum amount stated above. Such insurance shall indemnify AYSA and City from all liability described in the Indemnification paragraphs above;
- iii. City of Duluth shall always be named as Additional Insured under the Commercial General, and Automobile Liability Policies
- iv. For any new building construction or new building addition for which the value exceeds \$100,000, the AYSA shall provide proof of Builders Risk Insurance on an "All-Risk" basis, which includes theft of material not installed and glass breakage, to the full value of the new building. AYSA is liable for losses within deductible coverage; and
- v. AYSA to provide Certificate of Insurance evidencing all coverages required above. Such Certificate shall contain an unconditional requirement that the insurer must notify the City without fail not less than 30-days prior to any cancellation, or 10 days prior to any non-renewal of the policy or coverages evidenced by said certificate, and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG 2010 pre-2004); and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

B. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect AYSA, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by AYSA, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

C. Certificates showing that AYSA is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a

certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.

D. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the AYSA's interests and liabilities. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.

E. The City does not, by entering into this Agreement, intend to waive any legal immunities, defenses, or liability limits that maybe available.

F. To the fullest extent permitted by law, AYSA agrees that it shall defend, indemnify, and hold harmless the City, its officers, employees, and agents, from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by AYSA or any third party. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of AYSA, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by AYSA, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten days' written notice from the City of Duluth, AYSA shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. AYSA shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the intentional, willful, or wanton acts or omission of the City. This Section, in its entirety, shall survive the termination of this Agreement. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466. AYSA understands this provision may affect its rights and may shift liability and specifically agrees to the same.

X. TAXES.

AYSA shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of AYSA's use of the Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of AYSA and immediately collect the same from AYSA. AYSA shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and shall file all required reports and forms in proper form related thereto on or before their due date.

XI. INDEPENDENT RELATIONSHIP.

A. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting AYSA as an agent, representative or employee of City for any purpose or in any manner whatsoever. AYSA and any officers or employees thereof shall not be considered an employee of City, and any and all claims that may or might arise under the Worker's Compensation

Act of the State of Minnesota on behalf of AYSA arising out of employment or alleged employment, including without limitation, claims of discrimination against City, its officers, agents, contractors and employees shall in no way be the responsibility of City. AYSA and its officers, agents, contractors and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Worker's Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, City shall not, in any way, be responsible to defend, indemnify or save harmless AYSA from liability or judgments arising out of the intentional or negligent acts or omissions of AYSA or any Team member while performing the work specified by this Agreement.

XII. NOTICES.

Unless otherwise provided herein, notices to the City or AYSA shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City of Duluth
Property Services Supervisor
1532 West Michigan Street
Duluth, MN 55806
(218) 730-4435

Arrowhead Youth Soccer Association
Attn: Executive Director
3501 Grand Ave.
Duluth, MN 55807
(218) 624-1713

XIII. GOVERNMENT DATA PRACTICES.

A. AYSA shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by AYSA under this Agreement.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by AYSA. If AYSA receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, AYSA must immediately notify the City and consult with the City as to how AYSA should respond to the request. AYSA agrees to hold the City, its officers, and employees harmless from any claims resulting from AYSA's unlawful disclosure or use of data protected under state and federal laws.

XIV. COMPLIANCE WITH LAWS.

A. AYSA shall make the Program and Premises available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the operation, maintenance or use of the Premises.

B. AYSA shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Premises.

C. AYSA agrees to operate the Program and Premises in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XV. GENERAL PROVISIONS.

A. AYSA shall not discriminate in a manner prohibited by the United States Constitution, or the laws of the United States, State of Minnesota, County of St. Louis, or City of Duluth in the use of the Premises.

B. Nothing in this Agreement is intended to or should be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability limits under Minnesota Statutes Chapter 466.

C. This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

D. The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

E. The waiver by the City or AYSA of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

F. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

G. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

H. AYSA represents that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State. AYSA shall notify City immediately if AYSA is no longer a non-profit organization in good standing with the Minnesota Secretary of State.

I. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

J. Except as provided in Section V.A., this Agreement may be amended only by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile, PDF transmission, or other electronic means, which transmission of electronic copy shall be considered an original and shall be binding and enforceable against such party.

K. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof.

L. Time is of the essence in all provisions of this Agreement.

M. AYSA shall not in any way assign or transfer its rights or interests under this Agreement or sublet the Premises or any portion thereof outside of the terms of this Agreement.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH

ARROWHEAD YOUTH SOCCER ASSOCIATION

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Printed Name: _____

Dated: _____

Its: _____

Countersigned:

Dated: _____

City Auditor

Approved as to form:

City Attorney

EXHIBIT A
MAP OF THE PREMISES



Riley Road

Jean Duluth Road

Medin Road

Field 1

Field 2

Field 3

Field 5

Field 4

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.

City of Duluth
Jean Duluth Soccer Fields

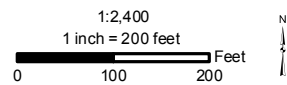


Photo Date: May 2013 Print Date: 3/1/2016

Prepared By:
The City of Duluth GIS Office



Deerwood St

Field 2

Field 3

Field 1

S Arlington Ave

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

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City of Duluth
Arlington Soccer Fields

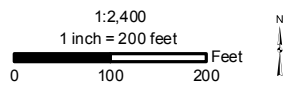
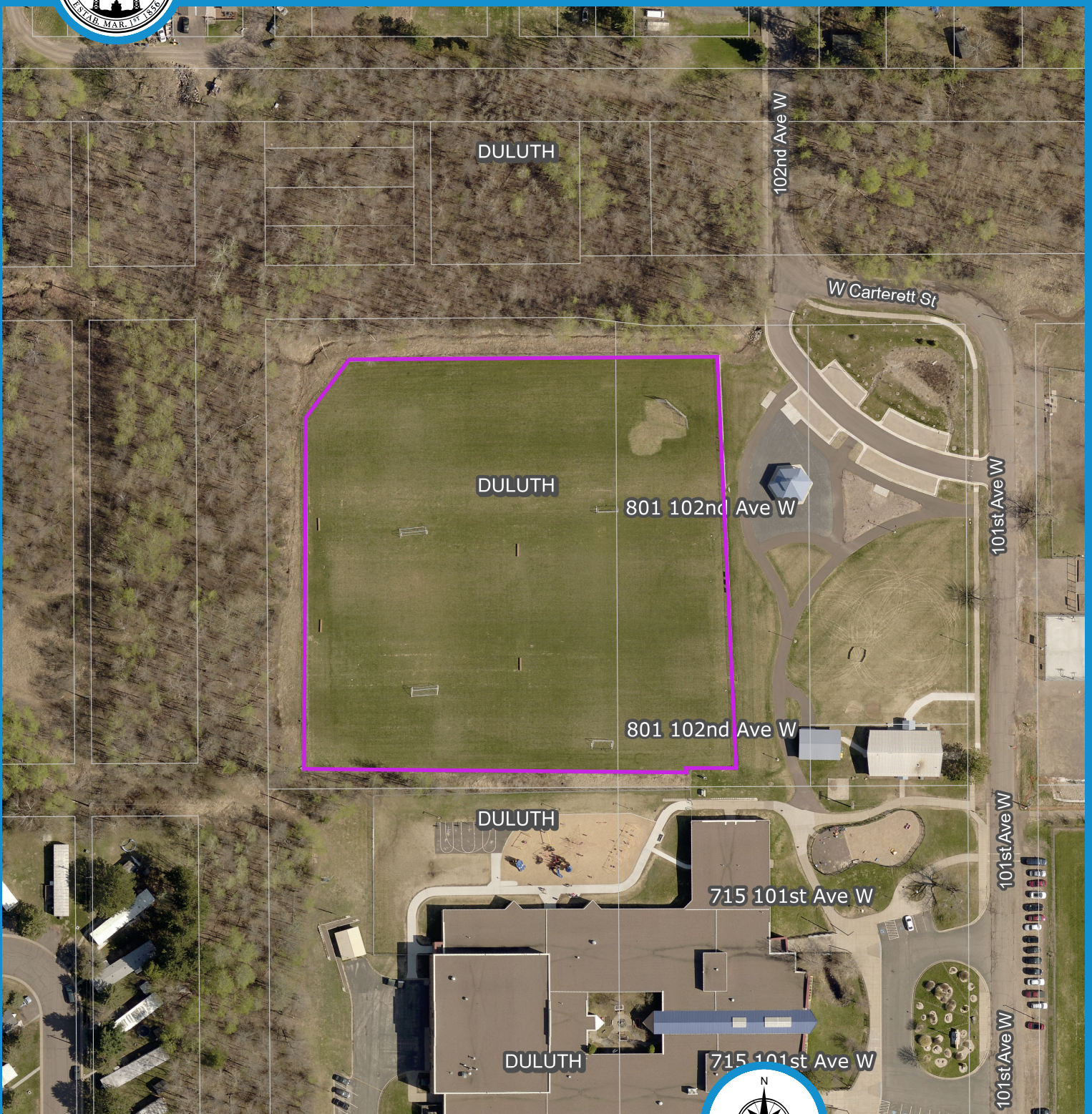


Photo Date: May 2013 Print Date: 3/1/2016 Prepared By: The City of Duluth GIS Office



Soccer Fields at Gary New Duluth Park



County Land Explorer

St. Louis County

www.stlouiscountymn.gov/explorer

Minnesota

Disclaimer

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein

Map created using County Land Explorer
www.stlouiscountymn.gov/explorer

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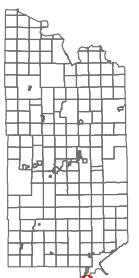


EXHIBIT B

AYSA'S PERSONAL PROPERTY AND EQUIPMENT

Arlington Fields

10 soccer goals

1 concession trailer

Miscellaneous small equipment and supplies in building and trailer, including corner flags and paint stripers.

Jean Duluth Fields

18 soccer goals

Bob Pratt Pavilion Building

Miscellaneous small equipment and supplies in building, including corner flags and paint stripers.

Gary New Duluth Fields

4 soccer goals

Miscellaneous small equipment and supplies in building, including corner flags and paint stripers.

EXHIBIT C

AYSA'S RESPONSIBILITIES

JEAN DULUTH SOCCER COMPLEX ARLINGTON SOCCER COMPLEX

FIELD OPERATIONS/MAINTENANCE

The Director will be the contact for questions and will be the person contacted by the City for any messages.

Arrowhead Youth Soccer Association shall:

- A. Manage schedules for the Premises to ensure fair access and usage of this publicly-owned facility.
- B. Unlock and lock gates at the Premises at least one hour before and after each day of play.
- C. Provide ASTM standard portable goal frames and nets for five (5) fields at Jean Duluth and three (3) fields at Arlington, which will be permanently assigned to each field and available to all user groups.
- D. Develop warm-up areas away from playing fields.
- E. Pick up trash on the fields, parking lots, around the grounds, and deposit into dumpster.
- F. Provide flags for corners.
- G. Lay-out and line playing surfaces.
- H. Provide and maintain players' benches, bleacher systems, and trash receptacles on all playing fields located on both sides of each field. (Note: bleacher systems purchased at AYSA's discretion.)
- I. Provide a dumpster and pay for service. The location of this dumpster will be adjacent to the parking lot. Service period to be coordinated with playing schedule.
- J. Provide at least three (3) portable toilets for league play, and six (6) portable toilets for tournaments or special events, and will pay for service. Service period to be coordinated with the league/tournament schedule.
- K. Comply with City's guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to AYSA upon their execution of this Agreement.

GARY NEW DULUTH SOCCER FIELDS

FIELD OPERATIONS/MAINTENANCE

The Director will be the contact for operational questions and will be the person contacted by the City for any messages.

Arrowhead Youth Soccer Association shall:

- A. Collaborate with local soccer groups for fair access and usage of this public facility.
- B. Provide equipment for field use, including goal frames and nets, which will be permanently assigned to each field and available to all user groups.
- C. Develop warm-up areas away from playing fields
- D. Pick up trash on the Premises and deposit into dumpster.
- E. Provide flags for corners.
- F. Lay-out and line playing surfaces.
- G. Provide and maintain players' benches
- H. Comply with City's guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to AYSA upon their execution of this Agreement.
- I. Perform all other duties as assigned in the Agreement.

EXHIBIT D
INCIDENT REPORT

City of Duluth Incident/Injury Report

Supervisor must complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Email completed forms to accidentreporting@duluthmn.gov.

Date of Incident/Injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department:
Which Option Best Describes This Claim? <input type="checkbox"/> Incident Only (No Medical Care) <input type="checkbox"/> Medical Only <input type="checkbox"/> Injury Includes Lost Time		
Initial Treatment Sought: <input type="checkbox"/> Refused Medical Care / None <input type="checkbox"/> Clinic <input type="checkbox"/> Hospital ER	Doctor/Clinic Name: _____ Phone: _____ Street Address: _____ City: _____ State: _____ Zip Code: _____	

Last Name:	First Name:	Middle Name:
Address:	City:	State: Zip Code:
Phone:	Date of Hire:	Job Title: Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female

Did Accident, Injury, or Incident occur on Employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Incident Location: _____	
	Street Address: _____	
	City: _____ State: _____ Zip Code: _____	

Time Employee Began Work: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of Accident, Injury, or Incident: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date Employer Notified of Accident, Injury, or Incident:	First Date of Any Lost Time:
Return to Work Date:	Return to Work with Restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Describe the nature of the accident, injury, or incident. Be specific and include body parts affected.

Describe the activities when the accident, injury, or incident occurred and include details of how it happened.

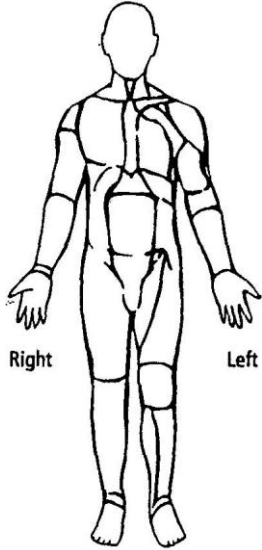
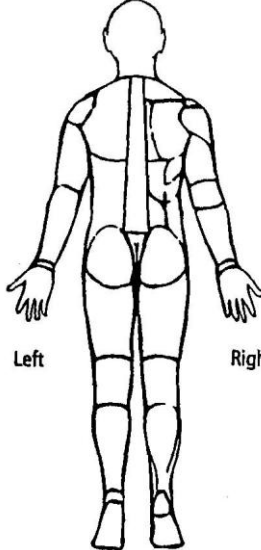
What tools, equipment, machines, objects, and/or substances were involved?

Incident Investigation Conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Supervisor Notified:	Date Report Completed:
Supervisor Name:		Supervisor Phone:
Name and Phone Number of Witness:		Name and Phone Number of Witness:

Supervisor Comments:

What actions have been taken to prevent recurrence?

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and Fall</p> <p><input type="checkbox"/> Struck by Equipment</p> <p><input type="checkbox"/> Lifting or Moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle Puncture</p> <p><input type="checkbox"/> Object in Eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/Overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/Bruise</p> <p><input type="checkbox"/> Sprain/Strain</p> <p><input type="checkbox"/> Puncture Wound</p> <p><input type="checkbox"/> Cut/Laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical Burn/Rash/Breathing Difficulties</p> <p><input type="checkbox"/> No Apparent Injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE			
<p>For Vehicle Accidents: Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects, and traffic control devices (↑ North).</p>			
Incident Location: _____		Time of Incident: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Police Called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____	
City Vehicle, Property, or Equipment Involved	Description: _____		
	Vehicle #: _____	Make/Model: _____	Year: _____
	Describe Damage: _____		
Non-City Vehicle, Property, or Equipment Involved	Owner Full Name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner Address: _____		
	Owner Phone: _____	Vehicle License #: _____	
	Make/Model: _____	Color: _____	Year: _____
	Describe Damage: _____		
Weather Conditions	Roadway Conditions	Light Conditions	Approximate Temperature: _____ °F
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated Speed: _____ mph
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What Was Load? _____
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or Alcohol Test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

The Incident/Injury Form must be completed and signed by Supervisor and Employee. Submit forms to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____

EXHIBIT E
PROJECT PROPOSAL FORM

PROJECT PROPOSAL APPLICATION FORM

Use this form to propose a City of Duluth improvement project on City property. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

Once a project proposal request is received, the Parks & Recreation Division will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are outside of Parks' purview. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is highly recommended that groups submit a project proposal in advance of pursuing funds, even if a preliminary and an additional project proposal review ends up being necessary.

Please submit completed application materials to: projectproposal@duluthmn.gov.

APPLICANT CONTACT INFORMATION – All required form fields

Date of Application

Name

Email

Phone

Organization

Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

1. **Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).
2. **Describe the proposed project in as much detail as possible.** What do you propose doing? Include information on size(s), placement, layout, wording, colors, etc. as applicable. Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. Attach these to application when you submit.
3. **Describe the proposed timeline for this project.** Are there deadlines or time constraints you wish the City to be aware of? Please specify.
4. **Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?
5. **Describe the approximate cost to complete the project and the funding sources.** Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution...)?
6. **Long-term maintenance.** What is the long-term maintenance plan for the proposed project? Who will be involved, what are their proposed roles/responsibilities, and how will it be funded?
7. **Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space?** How have you communicated the proposed project to them?
8. **Does the project require any specific permitting?** Please list all applicable permits (Construction permits, land use, etc.)

NOTE: Applicants should be aware of permit requirements, but not pursue these until approval of the project is granted.

9. **If a special event is intended to coincide with the project, or if there are park or trail closures associated with the project, you must coordinate with the Parks Permit Coordinator.** Please share details (Exclusive use requests, special event, park or trail closures, etc.)

For Temporary Art Installations:

- 10. Describe the envisioned timeline and duration of the installation.** Dates, length of time, etc. from installation to removal.
- 11. Who is the designated point of contact for the installation?** To respond to vandalism, damage, request for removal, etc. on short notice if needed. Please provide contact information: phone number and email, if different from contact information listed above.

Additional Information:

FOR OFFICE USE ONLY

The following criteria will be used to evaluate project proposals:

- Impacts to any of the following energy types? Electricity, Gas, Oil, Steam, Water and Sewer.
- Alignment and compatibility with plans: Comprehensive Plan, Parks and Recreation Master Plan, system plans, strategic plans, mini-master plans, etc.
- Compliance with ADA and/or ABA standards for accessibility
Compatibility with surrounding and adjoining uses
- Compatibility with current licenses, agreements, contracts between City and applicable third-party organizations
- Compliance with zoning and land use
- Permit requirements identified and able to be obtained
- Risk/liability assessment from Attorney's Office

	Y	N	N/A
1. Is the proposed location(s) available and safe for proposed project?			
2. Will the proposed project ensure that current users or park use have limited negative impact or interference? (Safety, enjoyment of space...)			
3. Will the proposed project ensure that the physical nature of the site and its surroundings—short and long-term—are not negatively impacted? (Turf damage, modifications creating safety concerns, tree damage, litter, disintegration or detachment of installation materials...)			
4. If the park has an established theme or style, will the proposed project complement that theme or style?			
5. Is the proposer or their approved appointee available to respond to, address, repair, and/or remove the proposed project materials within a reasonable notice period if requested by City? <i>Graffiti, vandalism, weather impacts, broken parts, etc.</i>			
6. Will private/special/public events in the vicinity of the proposed project remain unaffected?			
a. If affected, is artist willing to adjust or mitigate?			
7. Might private/special/public events benefit from the proposed project?			
8. Temporary Art: Is this truly a Temporary Art Installation? <i>Not a permanent installation, permanent mural, nor a special/private event. Consult permitting as appropriate.</i>			

EXHIBIT F

AYSA REPORTING REQUIREMENTS

- A. Report to include the organizations using the fields, the number of games schedules on the fields and such other information as the Manager may request from time to time.
- B. On or before April 1st of each year, a current listing of all AYSA officers, board members, and a designation of the official contact person responsible for the administration of this agreement (including day-to-day scheduling and maintenance duties) along with addresses and phone numbers. The foregoing listing shall be updated every spring prior to the start of the Soccer Season.
- C. On or before April 1st of each year, a current copy of AYSA's By-Laws, Articles of Incorporation, Constitution, or other documents which demonstrates AYSA as a Minnesota non-profit organization in good standing in the state of Minnesota.
- D. Current/updated Certificate of Insurance for each year of this Agreement.
- E. Provide a Form 990 (informational return) filed annually with the IRS.