

## LICENSE AGREEMENT

This license agreement (hereinafter referred to as "Agreement") is entered by and between Nueces County ("County"), acting through its duly authorized agent whose business address is 901 Leopard, Room 303, Corpus Christi, TX 78401 and City of Corpus Christi ("City"), a Texas Home Rule Municipal Corporation, acting through its duly authorized City Manager or designee whose business address is 1201 Leopard, Corpus Christi, TX 78401 (hereinafter City and County is referred to as "Licensor"), and South Texas Elite Youth Football League acting through its authorized agent, Chris Quitugua, whose business address is P.O. Box 260452, Corpus Christi, Texas 78426, Corpus Christi, Texas ("Licensee"). For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

### PURPOSE AND TERM

Article 1. Licensor hereby grants to Licensee the privilege and license to use a specified area of Licensor co-owned property located at LyondellBasell Park, Haven Drive in Northwest Corpus Christi (the "Venue") located in Nueces County, Texas during the Term of this Agreement for the purpose of operation of a youth sports program, specifically football program and for no other purpose. Venue is identified by diagram (Attachment "A"). The "Term" of this Agreement shall be for a two (2) year term with extensions of two (2) year increments unless this License Agreement is terminated as defined in Article 26. For an Extension, Licensee shall provide thirty (30) days written notice of its intent to extend the term prior to the expiration of the Term. Said notice is to be provided pursuant to Article 22.

Licensee's "Times of Occupancy" of Venue during Term shall be limited as detailed herein. It is agreed that Licensee shall be the occupant of Venue October 14, 2015 through October 13, 2017 and any extension unless terminated as defined in Article 26. Licensor and Licensee shall use the Venue pursuant to Article 4. Licensor shall reserve the right to allow the public's use of venue during Times of Occupancy when Licensee is not using the Venue pursuant to Article 4.

### CONTACT PERSON/ADMINISTRATOR OF LICENSE AGREEMENT

Article 2. For this License Agreement, the contact person and License Administrator for the Licensor (County and City) is the Nueces County Director of Inland parks or his designee ("Director").

## **LICENSE FEE/CONSIDERATION**

Article 3. As consideration for the grant of the license herein and for the use of the Venue as identified herein Licensee agrees as follows.

Licensee agrees to use the Venue for its youth sports program, specifically football and for no other purpose. Licensee agrees to maintain the Venue and any improvements in a year round basis in accordance with all maintenance rules prescribed by Licensor and any rules promulgated in the future, specifically set out in Article 13 of this Agreement. Failure to maintain the Venue and all improvements in accordance with these rules constitutes grounds for termination of this Agreement.

## **JOINT USE**

Article 4. Licensor retains joint use of the venue and improvements during the term of this Agreement, subject to Licensee's right to the Venue during its Times for Occupancy for youth sports program purposes. Licensee must not deny access to or use of the Venue to the general public for unorganized activities when the Venue is not being used by Licensee during Times of Occupancy. Licensor reserves the right to schedule organized activities at Venue. Requests for scheduled organized activities by other organizations or public use will be reviewed for approval or denial by the Director. Licensor shall provide Director with notice of all Licensee scheduled activities.

## **REPRESENTATIONS, WARRANTIES & COVENANTS**

Article 5. Licensor hereby represents and warrants to Licensee that Licensor can enter into this Agreement and/or operates the Venue and has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby. Licensor agrees that this Agreement is a valid obligation of Licensor and is binding upon Licensor in accordance with the terms hereof.

Licensee hereby represents and warrants to Licensor that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby. Licensee agrees that this Agreement is a valid obligation of Licensee and is binding upon Licensee in accordance with the terms hereof. Licensee shall keep the Venue in an orderly condition while in use.

## **COMPLIANCE WITH LAWS**

**Article 6. During the Term, Licensee shall obey and comply with all laws, ordinances, and regulations of all federal, state, county, or municipal authorities and with all notices, reasonable requirements and reasonable recommendations of any insurance organizations, associations, or companies with respect to Venue. THE LICENSEE HEREBY AGREES TO INDEMNIFY LICENSOR FROM ALL LOSS OR DAMAGE WHATSOEVER, INCLUDING REASONABLE ATTORNEYS' FEES, FROM LICENSEE'S FAILURE TO ABIDE BY ANY SUCH LAW, ORDINANCES, NOTICES, REQUIREMENTS, ORDERS AND REGULATIONS OF ALL FEDERAL, STATE, LICENSOR, OR MUNICIPAL AUTHORITIES.**

## **INDEMNIFICATION**

**Article 7. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS LICENSOR AND THEIR RESPECTIVE EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION WHETHER FIXED OR CONTINGENT, LIQUATED OR UNLIQUIDATED, ARISING IN TORT OR PURSUANT TO STATUTE, AND WHETHER ARISING UNDER COMMON LAW, OR UNDER ANY STATE, FEDERAL, OR LOCAL RULE OR REGULATIONS FOR ALL DAMAGES BOTH ACTUAL AND EXEMPLARY, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ANY INJURY OR DEATH TO ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE ACTS, WHETHER NEGLIGENT OR INTENTIONAL OF LICENSEE OR ITS AGENTS OR EMPLOYEES UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN PART FROM THE NEGLIGENCE OF LICENSOR AND NUECES COUNTY, TEXAS AND THEIR RESPECTIVE EMPLOYEES.**

**IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY LICENSEE TO INDEMNIFY AND PROTECT LICENSOR AND THEIR RESPECTIVE EMPLOYEES FROM THE CONSEQUENCES OF LICENSOR'S AND THEIR RESPECTIVE EMPLOYEES' AND CONTRACTORS OWN NEGLIGENCE, PROVIDED, HOWEVER, THAT THE INDEMNITY AND DEFENSE PROVIDED HEREIN SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR, OR THEIR RESPECTIVE EMPLOYEES OR CONTRACTORS.**

**THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## **INSURANCE REQUIREMENTS**

Article 8. Licensee shall maintain and pay all premium costs and deductibles, if any, for the following insurance coverages in amounts not less than specified through the duration of the Term as required by Attachment "B" entitled "INSURANCE REQUIREMENTS".

## **INTEGRATION CLAUSE**

Article 9. This contract supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement, and contains all of the covenants and agreements between Licensor and Licensee with respect to the subject matter. Both Licensor and Licensee acknowledge that no representations, inducements, promises, or agreements, either orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not set forth in this Agreement, and that no agreement, statement, or promise not contained this Agreement shall be valid or binding.

## **FORCE MAJEURE**

Article 10. The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, actions of public enemies, acts of terrorism, epidemic, action of federal, state, or local governmental authorities or an event or reason beyond the reasonable control of a party.

## **ORDINANCES, LAWS AND REGULATIONS**

Article 11. The Licensee shall comply with all federal, state, and local ordinances, laws and regulations pertaining to the operation of any events contemplated herein. It shall be the obligation of the Licensee to apply for, pay for, and obtain all permits and licenses as required by the various agencies of federal, state, and local governments and agencies.

## **UTILITIES**

Article 12. County shall pay utilities costs, including electricity, and sewage pursuant to budgetary appropriations. If no appropriation, Licensee acknowledges and agrees to pay all utility costs, including electricity, and sewer, associated with Venue. County will provide thirty (30) days written notice to Licensee of its utility budgetary non-appropriation beginning September 1 of every year. Licensee must adhere to applicable water conservation standards. In an effort to ensure that fields are maintained in accordance with Licensor standards, the City shall not charge Licensee for water used by Licensee to maintain the fields at the Venue, up to maximum number of gallons set by City Director of Parks and Recreation each calendar year. County will be responsible to arrange and pay for trash removal service.

## **MAINTENANCE/REPAIRS**

Article 13. At a minimum, maintenance includes:

- (A) Licensee shall pickup and properly dispose of litter on a daily basis whenever the Venue is being used and weekly during the rest of the year. Licensor will provide the receptacles.
- (B) Licensee shall keep fully operational and in good repair any improvements at the Venue, including but not limited to the fields and bleachers, which are located on the Venue. Unless otherwise agreed to, Licensor has no responsibility for maintenance or repair to the Venue or any improvements at the Venue.
- (C) Licensee must immediately report any vandalism to the Director, or his designee, and the Corpus Christi Police Department, Nueces County, Texas. However, unless otherwise agreed to, Licensors have no responsibility to repair or replace any damages to Venue or improvements at the Venue caused by vandalism or caused by any other reason.
- (D) Licensee must keep safe and in good repair the bleachers, if any. Licensee must repair the bleachers immediately upon discovery of damages.
- (E) Licensee shall maintain the sports fields within the Venue boundary lines. Grass on the sports fields must not exceed three (3) inches. Licensee must mow the sports fields within one (1) week after the grass reaches three (3) inches in height. At least one month prior to the start of any season or preseason practice, the fields must be gradually cut shorter and brought into playing condition. Licensee shall be responsible, at their sole cost, for winterizing, weeding and feeding, and providing iron on the practice and playing fields in accordance with the industry standards as

- required to properly bring the fields back to playing condition. Failure to keep the grass on the sports fields at or below three(3) inches in height or to properly bring the field back to playing condition will be grounds for termination of the Agreement.
- (F) Licensee will provide normal scheduled mowing of the Venue. Licensee will be responsible for maintaining the sports fields as set out herein. Furthermore, Licensee will be responsible for maintaining the grass in the adjacent viewing/access areas at a safe height not to exceed six (6) inches.
  - (G) If restroom facilities are not available, Licensee must provide portable toilets for public use whenever Venue is being used for league activity. The portable toilets must be serviced and sanitized at least once a week or as often as the circumstances required as determined by the Director or his designee.
  - (H) Licensee shall ensure that no parking is allowed on grass area of any playing or practice field.
  - (I) If Licensee uses goal posts on the Venue, Licensee shall maintain a secure anchoring system on all goal posts used on the fields at the Venue. Licensee must repair any deficiency found in the anchoring system that impairs the safe use within forty-eight (48) hours after the need for repair is or should have been discovered. Licensee shall not allow use of the Venue until the anchoring system is repaired.
  - (J) Licensee is responsible for proper installation and use of all equipment and improvements at the Premises.
  - (K) Licenses must maintain a First Aid kit at the Venue.
  - (L) Licensee must complete and submit the attached Attachment C, Standard of Maintenance Sports Field Checklist, to the Director no later than March 1 and August 1 of each year. During the months of May and December, County employees will perform inspections to confirm compliance with standards of maintenance.

*Inspection of Venue.* Licensor has the right to inspect the Venue and/or improvements at any time during the term of this Agreement. Specifically, prior to and at the conclusion of each year, under the Term of the Agreement, a walk- through of the Venue will be conducted by Licensor and Licensee to note the condition of Venue. If an inspection reveals that maintenance is not being properly carried out, Director may provide written notice to Licensee demanding compliance. If Licensee has not complied within five (5) days after receipt of the demand, the County may undertake the work and Licensee shall pay the County's cost plus ten (10) percent overhead within thirty (30) days of receipt of the Director's invoice. Failure to pay the County's maintenance within thirty (30) days of receipt of the invoice constitutes grounds for termination of this License. Alternatively, the Licensor may elect to terminate this Agreement after (10) days written notice to Licensee.

*Repairs.* Licensee shall be responsible for repairing any portion of Venue damaged by Licensee, participants, event attendees, or invitees of Licensee.

#### **ALTERATIONS TO VENUE**

Article 14. Licensee agrees that it will not make any permanent alteration or physical additions (“Improvements”) to Venue with Licensor’s prior written consent. No alterations or improvement to the Venue are required for Licensee’s use. All approved Improvements will be property of Licensor at the expiration of Termination of the Agreement.

#### **AUDIT OF LICENSEE**

Article 15. Licensor shall be allowed access to Licensee’s financial books and records for auditing purposes. Licensee shall maintain and cause any contractors and subcontractors, relating to Improvements, to maintain satisfactory financial accounting documents and records and shall make them available for examination and audit by the Licensor on a quarterly basis and upon request. Licensor reserves the right to audit any of the Licensee’s accounts related to this Agreement. Licensee will permit Licensor (and its agents) to inspect any and all pertinent records, file, information, and other written materials pertaining to this Agreement. Records shall be available upon Licensor’s request.

#### **RELATIONSHIP OF THE PARTIES**

Article 16. Nothing contained in this Agreement will be deemed to constitute Licensor and Licensee as partners or joint ventures with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Licensee agrees that it will be solely responsible for the payment of all costs as specified in this Agreement.

Licensee shall have no right, authority, or power to bind Licensor under this License for any claim for labor or material or for any other charge or expense incurred by neither Licensee nor subject Licensor to any lien or right of lien for any labor or material or other charge or expense. If any involuntary liens for labor and materials supplied or claimed to have been supplied to the Venue shall be filed, Licensee shall promptly pay or bond such liens to Licensor’s reasonable satisfaction or otherwise obtain the release or discharge thereof.

## **ASSIGNMENT**

Article 17. Neither this Agreement nor any part hereof shall be transferred, conveyed or assigned by Licensee without prior written consent of Licensor, such as professional or sanctioned tournaments. Any activity or tournament allowed to take place at the Venue shall be the responsibility of Licensee to indemnify and insure in accordance with this Agreement.

## **APPLICABLE LAW**

Article 18. The validity of this Agreement, the terms, provisions, or articles, and the rights and duties of the parties hereto, shall be interpreted and construed pursuant to, and in accordance with, the laws of the State of Texas.

## **MODIFICATION**

Article 19. No prior or contemporaneous oral or written promises or representation will be binding on the parties hereto. This Agreement will not be amended or changed except by written agreement signed by both parties thereto.

## **NO WAIVER OF RIGHTS**

Article 20. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

## **SEVERABILITY**

Article 21. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

## **NOTICES**

Article 22. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested (which shall be confirmed by a writing



sent by registered or certified mail or equivalent on the same day that such notification is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the addresses set forth: Chris Quitugua, President of South Texas Elite Youth Football League, at P.O. Box 260452, Corpus Christi, TX 78426; Nueces County, County Judge, 901 Leopard Room 303, Corpus Christi, TX 78401; and City of Corpus Christi, at Corpus Christi City Hall, 1201 Leopard Street, Attn: Director of Parks and Recreation, Corpus Christi, Texas 78401.

### **SURRENDER OF VENUE AT END OF TERM/HOLDOVER**

**Article 23.** Upon the expiration or termination of Term of this Agreement, Licensee shall vacate and surrender to Licensor, the Venue, and Licensee shall at Licensee's sole expense, remove all property of Licensee, other than Improvements, and pay for all damages to the Venue including all damages cause by removal of Licensee's property, and restore the Venue to the condition in which it was prior to the Agreement. Any property remaining at the Venue shall be deemed abandoned by Licensee and may be retained or disposed of by Licensor in any manner that Licensor may see fit, without prejudice to Licensor's rights against Licensee for failure to remove such property, and Licensor shall not be required to pay or account to Licensee for the value of proceeds derived from any sale of such property remaining at the conclusion of the Term. In the case of any holding over or possession by Licensee after expiration of Term or earlier termination of this License, Licensee shall pay Licensor a monthly fee to be determined by the County. Further, in the event Licensee shall hold over beyond any date for surrender of Venue set forth in Licensor's written demand for possession thereof, Licensee shall reimburse Licensor for all actual expenses and losses incurred by Licensor by reason Licensor's inability to deliver possession of Venue to another, together with interest on such expenses at maximum interest rate allowed by law from the date such expenses are incurred until reimbursed by Licensee, together with Licensee's reasonable attorney's fees, charges and costs. The acceptance of the monthly payment by the Licensor, as provided in this paragraph, shall not constitute an extension of the Term of this License or afford Licensee any right to possession of the Venue beyond any date through which such rent has been paid by Licensee and accepted by the Licensor. Such monthly fee shall be due to the Licensor for the period of such holding over, whether or not the Licensor is seeking to evict Licensee; and, unless the Licensor otherwise agrees in writing, such holding over shall be, and shall be deemed and construed to be, without the consent of the Licensor, whether or not the Licensor has accepted any sum due pursuant to this paragraph.

### **TITLES FOR CONVENIENCE ONLY**

Article 24. The titles appearing in connection with the various Articles of this Agreement are for convenience only. They are not intended to indicate all of the subject matter in the text and they are not to be used in interpreting this Agreement or for any other purpose in the event of any controversy.

### **SECURITY, STAFFING AND OTHER ITEMS**

Article 25. Licensee expressly agrees to provide security, for Licensee sponsored, approved, or facilitated events, herein "Events," at Venue during Times of Occupancy during Term and any and all staffing for Events. Licensee shall provide at its sole cost adequate qualified personnel for Event day traffic control. Licensee is responsible for providing its own coaches, assistant coaches, trainers, referees or other necessary officials for the Events, timekeepers, game clock operators, public address announcers, and any medical personnel for the players. This is not an exhaustive list. Licensor is not responsible for any payment due to these staffers and parties expressly acknowledge that these are not Licensor's employees.

In addition, Licensee, in connection with each Event to which this License applies shall furnish or arrange to furnish at its own expense:

1. Equipment and uniforms for players
2. All applicable licenses, if applicable for the Event.

### **TERMINATION WITHOUT FAULT/TERMINATION FOR DEFAULT**

Article 26. **Termination without fault.** Licensor and Licensee have the right to terminate this Agreement without fault by providing thirty (30) days written notice to the other party.

**Termination for default.** If Licensee defaults in the performance of this Agreement or materially breaches any of its provisions and does not cure such default or material breach within fifteen (15) days, Licensor shall have the right to terminate this Agreement by written notification of termination.

Licensor may terminate Licensee's right to possession to the Venue, the enjoyment of the issues and profits there from reenter and take possession of the Venue and remove all persons and property there from with or without process of law, without being deemed guilty of any

manner of trespass and without prejudice to any remedies for arrears in payment or costs incurred due hereunder or existing breaches hereof.

Licensor does not waive its rights to pursue all applicable legal remedies, including but not limited to breach of contract claims based upon non-performance by Licensee.

#### **NO WAIVER OF GOVERNMENTAL FUNCTION**

Article 27. No provision or covenant of this License shall constitute a limitation or waiver of the right of the Licensor to perform its governmental functions and the performance of such functions shall not constitute a default hereunder.

#### **AMENDMENT/WAIVER**

Article 28. No alteration, amendment or modification hereof (including this Section) shall be valid unless executed by an instrument in writing by the Licensor and Licensee with the same formality as this License. Without limiting the generality of the preceding sentence, no course of conduct among the parties shall constitute an alteration, amendment or modification of this License. The failure of the Licensor or the Licensee to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this License or to exercise any covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the Licensor or Licensee of any covenant, agreement, term, provision or condition of this License shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Licensor or the Licensee.

#### **CHOICE OF LAW**

Article 29. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **CHOICE OF FORUM**

Article 30. Any disputes between the parties to this Agreement concerning the subject matter of this Agreement shall be submitted for resolution to a court of competent jurisdiction in Nueces County, Texas.

**CONSTRUCTION**

Article 31. The language used in this License will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. This License will not be construed against drafter.

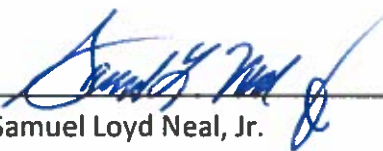
**SIGNATURES:**

EXECUTED ON October 28, 2015, Nueces County, Texas.

**LICENSORS:**

**NUECES COUNTY**

**CITY OF CORPUS CHRISTI**

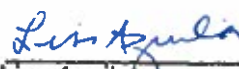
BY:   
Samuel Loyd Neal, Jr.  
Nueces County Judge

By: \_\_\_\_\_  
Ronald L. Olson  
City Manager

**ATTESTED:**


By:   
Kara Sands, County Clerk



Approved as to form: 11-19-15  
  
Lisa Aguilar  
Assistant City Attorney  
For City Attorney

**LICENSEE:**

EXECUTED ON \_\_\_\_\_ 2015, Nueces County, Texas

BY:   
Chris Quitugua, President  
South Texas Elite Youth Football League

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

**I. LICENSEE’S LIABILITY INSURANCE**

- A. Licensee must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Licensee must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Licensee must furnish to the City’s Risk Manager or designee, 2 copies of Certificates of Insurance, showing the following minimum coverage by an insurance company(s) acceptable to the City’s Risk Manager. The City of Corpus Christi and Nueces County must be named as additional insured on the General liability policy.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM COVERAGE</b>	<b>INSURANCE</b>
<b>30-day written notice of cancellation, material change, non-renewal is required on all certificates</b>	<b>Bodily Injury and Property Damage</b>	Per occurrence aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal Injury – Advertising Injury	\$1,000,000 Combined Single Limit	

- C. In the event of accidents of any kind, Licensee must furnish the City’s Risk Manager with copies of all reports of any accidents within 10 days of accident.

**II. ADDITIONAL REQUIREMENTS**

- A. Licensee’s financial integrity is of interest to the City and County; therefore, subject to Licensee’s right to maintain reasonable deductibles in such amounts as are approved by the City, Licensee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Licensee’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A-(VII).
- B. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Licensee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested

change. Licensee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Management  
P. O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 826-4555 – Fax #

- C. Licensee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- Name the City of Corpus Christi and Nueces County and their officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City and the County,
  - Provide for an endorsement that the “other insurance” clause shall not apply to the City of Corpus Christi and Nueces County where the City and the County are additional insureds’ shown on the policy;
  - Provide thirty (30) calendar days advance written notice directly to City of Corpus Christi and Nueces County of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- D. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to City and County. City and County shall have the option to suspend Licensee’s performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- E. In addition to any other remedies the City and County may have upon Licensee’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City and County shall have the right to order Licensee to stop work hereunder, and/or withhold any payment(s) which become due to Licensee hereunder until Licensee demonstrates compliance with the requirements hereof.
- F. Nothing herein contained shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee’s or its subcontractors’ performance of the work covered under this agreement.
- G. It is agreed that Licensee’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi and Nueces County for liability arising out of operations under this contract.
- H. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

**EXHIBIT C**  
**STANDARD OF MAINTENANCE**  
**SPORT FIELD CHECKLIST**

**Due each March 1 and August 1 each year of the Agreement**

**SITE:** \_\_\_\_\_ **INSPECTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **Date of Inspection:** \_\_\_\_\_

**League President Signature** \_\_\_\_\_

**Print** \_\_\_\_\_

All Leagues will be expected to complete this self-inspection checklist form semi annually.

Due date [March 1 and August 1] each year of the Lease. The City of Corpus Christi will do an inspection during the months of May and December.

Each league is responsible for their self inspection. If the inspection is not submitted to the City of Corpus Christi Parks and Recreation Department, 1201 Leopard, Corpus Christi, Texas 78401 by the deadline of [March 1 & August 1] each year of Leases the League will be assessed a fee of \$250.00 per site

Check "NO" if repairs are not necessary; "YES" if repairs are necessary. A comment is required for any "YES" answer.

**PLAYING SURFACE**

Yes No

- [ ] [ ] 1. The soil is too loose to provide good running traction. \_\_\_\_\_
- [ ] [ ] 2. The soil is too compacted to provide good drainage. \_\_\_\_\_
- [ ] [ ] 3. The playing area has low spots, holes, or is not level and should be dragged/re-graded.  
\_\_\_\_\_
- [ ] [ ] 4. There is a hazardous soil buildup (lip) between the playing area and the turf. \_\_\_\_\_
- [ ] [ ] 5. The playing area has unsafe wet spots and/or puddles. \_\_\_\_\_
- [ ] [ ] 6. Maintenance equipment such as rakes, hoses, etc. have been left on the field.  
\_\_\_\_\_

- 7. Litter and unsafe debris is scattered around the playing area and player/spectator areas. \_\_\_\_\_
- 8. The supply and location of waste cans is inadequate. \_\_\_\_\_
- 9. If available at Venue, sprinkler heads, drainage grates, valve boxes, etc. in the field are above grade or have sharp edges or unsafe protrusions. \_\_\_\_\_
- 10. There have been recurring accidents from players running into surrounding objects such as fencing, light posts, bleachers, etc. \_\_\_\_\_
- 11. Are there any protrusions or potential hazards along fence lines, posts, bleachers, parking lot, or restrooms.
- 12. There are unsafe bare spots in turf with a hard soil surface exposed. \_\_\_\_\_
- 13. The surface is uneven because of soil grade. \_\_\_\_\_
- 14. Soil is too wet or drains poorly making an unsafe running surface. \_\_\_\_\_
- 15. Turf is not uniform in texture, density, or height making an unsafe playing surface. \_\_\_\_\_
- 16. Turf irrigation comes on during games. \_\_\_\_\_
- 17. Turf is not stable and "blow-outs" frequently occur. \_\_\_\_\_
- 18. Weeds are present with thorns, bristles, or burrs. \_\_\_\_\_
- 19. Moles, gophers or other animals have caused mounds or holes. \_\_\_\_\_
- 20. Hazardous ruts occur on the field from mowing equipment or trenching. \_\_\_\_\_

**COMMENTS**

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**FENCING (If available at Venue)**

Yes No

- 1. Fence posts are loose or improperly set in the ground. \_\_\_\_\_
- 2. Fence posts are on the inside of the playing area fence. \_\_\_\_\_



- 3. Concrete footings are exposed above ground. \_\_\_\_\_
- 4. Fencing is not securely attached to the fence posts with loose or broken ties. \_\_\_\_\_
- 5. There are unsafe gaps under fencing. \_\_\_\_\_
- 6. There is no bottom tension wire or ralling to secure the bottom of the fence. \_\_\_\_\_
- 7. There is not top ralling to secure fence at the top. \_\_\_\_\_
- 8. Wire ends of chain link fencing are exposed along the top. \_\_\_\_\_
- 9. There are damaged portions of fencing that are loose, sharp, protruding, or unsafe. \_\_\_\_\_
- 10. Gates are left open during games. \_\_\_\_\_

**COMMENTS**

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**SIGNS**

Yes No

- 1. Signs are in good condition. \_\_\_\_\_
- 2. Sign with Parks and Recreation phone number for complaints or concerns. \_\_\_\_\_
- 3. No parking in grass. \_\_\_\_\_
- 4. Sportsmanship signs with league rules, guidelines, and possible consequences. \_\_\_\_\_
- 5. ADA Handicap parking spots. \_\_\_\_\_
- 6. Adequate traffic markings. \_\_\_\_\_
- 7. Maintenance area "keep out". \_\_\_\_\_

**COMMENTS**

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## CONCESSION STAND / RESTROOMS (if available at Venue)

Yes No

- 1. Health permits posted. \_\_\_\_\_
- 2. Food handlers cards on file. \_\_\_\_\_
- 3. Appropriate signs for doorways. \_\_\_\_\_
- 4. Cleanliness of restrooms and concession area. \_\_\_\_\_
- 5. Condition of buildings. \_\_\_\_\_

### COMMENTS

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## LIGHTING (if available at Venue)

Yes No

- 1. The lighting was not designed, installed, or inspected by properly trained engineers or technicians. \_\_\_\_\_
- 2. There are burned out lights. \_\_\_\_\_
- 3. The beam direction of the lights are out of adjustment. \_\_\_\_\_
- 4. The lighting grid pattern on the field is uneven or irregular. \_\_\_\_\_
- 5. The lighting foot-candles do not meet industry recommended specifications. \_\_\_\_\_

### COMMENTS

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## BLEACHERS

Yes No

- 1. The nuts and bolts on the bleachers are loose, missing, or protruding. \_\_\_\_\_
- 2. The guard rails are loose or missing. \_\_\_\_\_
- 3. The plank or railing end caps are loose or missing. \_\_\_\_\_

4. Wooden planks are worn out or splintered. \_\_\_\_\_

5. There are hazardous protrusions or sharp edges. \_\_\_\_\_

**COMMENTS**

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**GENERAL SAFETY CONSIDERATIONS**

Yes No

1. The chalking material used is irritating to the eyes. \_\_\_\_\_

2. There are no warning signs posted informing players or spectators of use rules or hazardous conditions. \_\_\_\_\_

3. There are no public telephones available for emergency situations. \_\_\_\_\_

4. Areas that are hazardous or under repair have not been blocked off or identified. \_\_\_\_\_

5. There is currently no communication between the maintenance staff and the facility users. \_\_\_\_\_

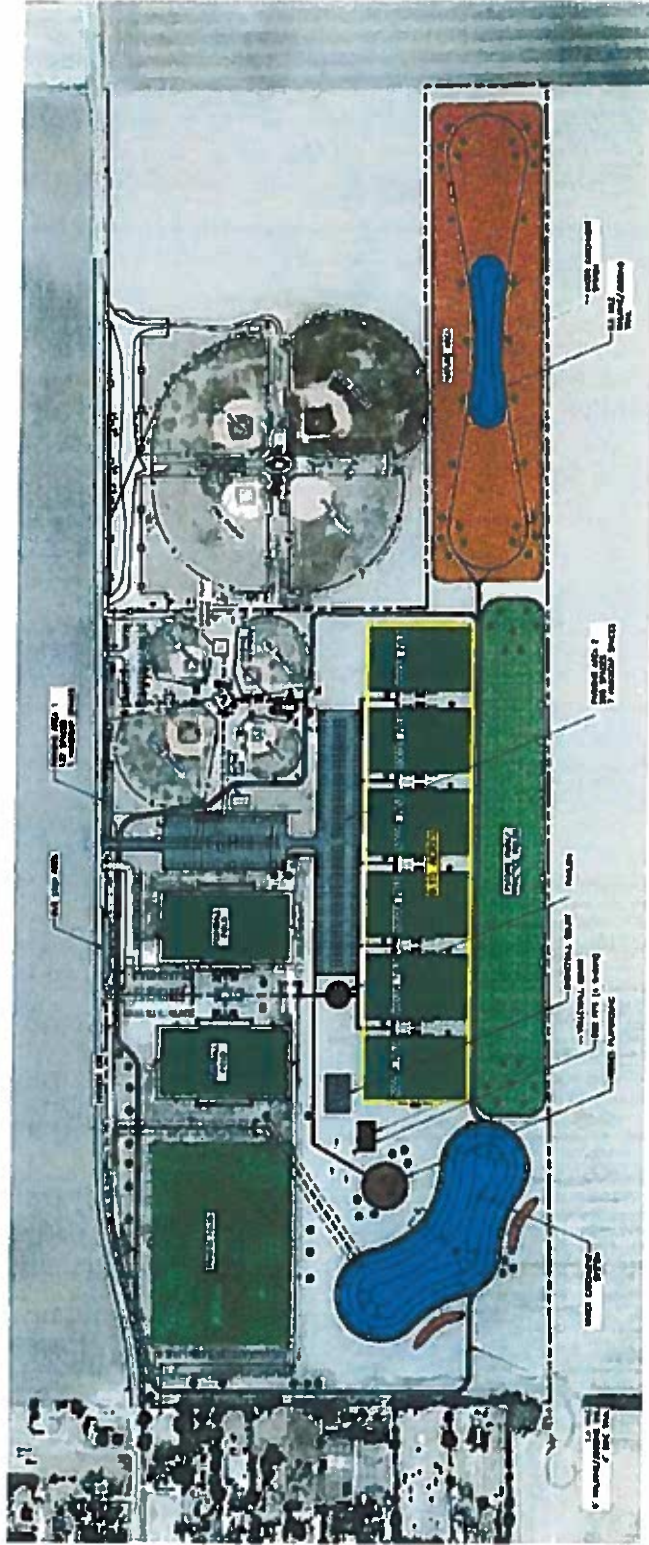
**COMMENTS**

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# lyondellbasell



## LyondellBasell Nueces County Sports Complex Exhibit A

Scale: NTS

### LNV

engineers | architects | contractors

THE COMPANY IS LICENSED FOR  
ARCHITECTURE, ENGINEERING, AND  
CONTRACTING UNDER THE  
PROVISIONS OF THE TEXAS  
PROFESSIONAL ACTS.  
REGISTERED ARCHITECTS  
REGISTERED ENGINEERS  
REGISTERED CONTRACTORS

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