

## ROSETTA CANYON SPORTS PARK TOURNAMENT AGREEMENT

Rosetta Canyon Sports Park 2018 TOURNAMENT AGREEMENT (this "Agreement") is made and entered effective January 1, 2018 by and between the city of Lake Elsinore and \_\_\_\_\_(INSERT FULL LEGAL NAME OF TOURNAMENT PROMOTER) (the "Promoter") with respect to all tournaments or other events (collectively the "Tournaments") to be promoted and/or organized by the Promoter at Rosetta Canyon Sports Park during 2018.

### RECITALS

I. 2018 Field Request Information circular to the Promoter and other promoters wishing to promote and/or organize Tournaments at the Sports Parks during 2018 have been distributed. The circular had attached to it a 2018 field request form for the Promoter to request dates on which to promote and/or organize Tournaments at designated Sports Parks. The Promoter has submitted such date requests.

II. Tournament dates have been allocated to the Promoter conditioned upon the Promoter's execution of and compliance with this Agreement, including, specifically without limitation, the furnishing of properly endorsed certificates of insurance in favor of the city of Lake Elsinore and other city Insured Parties (as hereinafter defined) of this Agreement.

III. This Agreement shall apply to and govern all Tournaments promoted and/or organized by the Promoter at Rosetta Canyon Park during 2018.

### A. GENERAL PROVISIONS

A-1 Duties of the Promoter. The Promoter shall furnish adequate and sufficiently trained staff to enable it to organize and conduct the Tournaments in a first class, safe, family-friendly fashion in compliance with all applicable laws and insurance requirements. The Promoter assumes the risk of damage or loss to any property or injury to any person arising from or in connection with the Promoter's activities at the Sports Park except as may be caused by the gross negligence or willful act or omission of any Lake Elsinore Insured Party.

#### A-2 Insurance.

(a) Policy Requirements. The Promoter shall obtain, evidence and maintain one or more policies of commercial general liability insurance (collectively, the "Policy") applicable to every Tournament the Promoter promotes and/or organizes at any Sports Park. Such Policy shall have a minimum combined single limit of liability of at least \$2,000,000 per occurrence and \$5,000,000 in the aggregate; shall specify that each of the city of Lake Elsinore and TC Sports Management, Inc. Insured Parties (defined in Section A-2(b) below) shall be an additional insured under the Policy; shall be written on a per occurrence basis; shall include broad form contractual liability insurance coverage insuring all of the Promoter's obligations under this Agreement; shall be primary insurance as respects the city Insured Parties (as defined below), with any insurance maintained by any of the city Insured Parties being excess coverage and non-contributory thereto; shall contain no special limitations on the scope of protection afforded such city Insured Parties; and shall not be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to city of Lake Elsinore. City of Lake Elsinore and the Promoter also each hereby waive their respective rights of recovery against the other (and, as to the Promoter, against the City Insured Parties) for loss or damage arising out of or incident to claims insured against (a "Waiver of Subrogation").

(b) Certificates and Endorsements. Evidence of this insurance coverage will only be accepted in the form of a certificate of insurance (the "Certificate") to which are attached original endorsements (the "Endorsements") issued by the insurance company issuing the Policy confirming (a) the existence and amount of the insurance stated on the Certificate; (b) that the Lake Elsinore Insured Parties (defined below) have been added as additional insureds to the Policy; (c) the assent of the insurance company issuing the Policy to the Waiver of Subrogation; and (d) that the insurance being provided by the Policy is primary and non-contributory to any insurance maintained by any of the Lake Elsinore Insured Parties. This Certificate (issued by a broker) and attached Endorsements (issued by the insurance company) must be on file at least ten (10) days prior to the first Tournament the Promoter organizes. Each of the officers, managers, members, directors, employees, volunteers, consultants and agents of each of the foregoing entities; applicable to the Sports Park listed in column A of the Table at which Tournaments organized by the Promoter are to be held; and their elected officials, officers, employees and volunteers.

A-3 Damage to or Loss of Property.

(a) Property of the Promoter. City of Lake Elsinore does not maintain insurance covering, or assume any responsibility for, damage to or loss of any property (including, without limitation, merchandise) brought into or stored at any Sports Park by the Promoter. At its sole cost and expense if it so desires, the Promoter shall be responsible (1) to obtain insurance coverage for such property and/or (2) to arrange for security personnel to protect such property.

(b) Property of city of Lake Elsinore. The Promoter is responsible for any damage to or loss of Sports Park property or equipment (other than as a result of reasonable wear and tear) which occurs as a result of the Tournament. Appropriate replacement/repair charges will be assessed and may be deducted from any security deposit posted by the Promoter as provided in each Tournament Terms Sheet. Signs, banners and other display material requiring nails, tacks, screws, tape or similar material will not be permitted without the prior approval.

A-4 INDEMNITY. THE PROMOTER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF LAKE ELSINORE AND TC SPORTS INC. INSURED PARTIES, AND EACH OF THEM, FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, DEMANDS, LIABILITY, LOSS, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED OR SUSTAINED BY THE BLD INSURED PARTIES, OR ANY OF THEM, AS A RESULT OF OR IN CONNECTION WITH (I) ANY ACT OR OMISSION OF THE PROMOTER, OR OF ANY OFFICER, MANAGER, MEMBER, DIRECTOR, EMPLOYEE OR AGENT OF THE PROMOTER, IN PERFORMING OR FAILING TO PERFORM ANY OF THE PROMOTER'S DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT AND/OR (II) ANY DAMAGE TO ANY PROPERTY OR DEATH OR INJURY TO ANY PERSON ARISING FROM OR IN CONNECTION WITH THE TOURNAMENT, EXCEPT AS MAY BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR OMISSION OF ANY OF THE CITY OF LAKE ELSINORE INSURED PARTIES. *Promoter Initials:* \_\_\_\_\_

A-5 Release and Waiver of Liability. At each Tournament, the Promoter shall collect the signature of every Tournament player and umpire on Tournament roster forms (the "Roster Forms") by which each such player and umpire shall acknowledge and agree to the following release and waiver of liability clause, which must appear on each Roster Form exactly as set forth below with the missing information in [brackets] filled in. The Promoter also shall collect the signature of each team manager (or, with respect to umpires, the Tournament director) to acknowledge that he/she personally witnessed each Tournament player (or, as applicable, umpire) sign the Roster Forms. The required language is as follows:

*I hereby (a) release City of Lake Elsinore and TC Sports Inc., and all of its subsidiary entities; each of the officers, members, managers, directors, contractors, employees, umpires, referees, sponsors, advertisers, volunteers and agents of each of the foregoing entities; [insert legal name of the tournament promoter entity]; the [City/County] and its elected officials, officers, employees, agents and volunteers (collectively the "Released Parties") from or with*

*respect to any and all premises or other liability, from any cause whatsoever (including, without limitation, negligence in rendering, or not rendering, medical or emergency aid), for any and all loss of life, bodily injury, property damage and/or other loss I or my minor children may suffer or incur in, about or in route to or from the Rosetta Sports Park premises, whether or not any such loss is caused in whole or in part by the action, inaction or negligence of any Released Party; and (b) waive any and all rights I or they may have to make a claim against or to sue any Released Party for any such loss of life, injury, damage or other loss or from any suspension I or they may be issued.*

Promoter Initials: \_\_\_\_\_

The Promoter may include any additional waiver or release language its legal counsel may suggest as long as the above clause is included verbatim and any additional language does not, in the reasonable opinion of city of Lake Elsinore, defeat or limit the purpose or intent of the foregoing release and waiver.

**A-6 Broadcast and Promotional Rights.** The Promoter, with written approval from City of Lake Elsinore, shall have the right to contract for broadcast rights to the Tournament. The Promoter shall be solely responsible for all costs and expenses relating to any broadcast of the Tournament. City of Lake Elsinore shall have the right, at no cost to the city of Lake Elsinore, to take pictures, video or other images or likenesses of the Tournament and its participants to use in promotional brochures and other publications or on its website or in forms of social media.

**A-7 Promoter Material Changes.** City of Lake Elsinore reserves the right to revoke, upon written notice, a Tournament or Tournaments awarded to the Promoter in the event of (a) the Promoter's insolvency or bankruptcy; (b) the Promoter's pattern of nonperformance or failure to fulfill its obligations under this Agreement with respect to previous Tournaments awarded to the Promoter; (c) a change in the affiliation, or the disaffiliation, of the Promoter to a national sports organization to which it was affiliated at the time Tournament(s) to which this Agreement applies were awarded to the Promoter; (d) the resignation or removal of the key employee of the Promoter with whom city of Lake Elsinore or the applicable City has worked in connection with the organization of prior Tournament(s) organized by the Promoter; and (e) any other material change in or with respect to the Promoter or its business which causes city of Lake Elsinore, in good faith, to lose confidence in the ability of the Promoter to organize and conduct the Tournament(s) it has been awarded in a first class, safe, family-friendly fashion in compliance with all applicable laws and insurance requirements and this Agreement.

## **B. TOURNAMENT-SPECIFIC PROVISIONS**

### **B-1 Tournament Cancellation**

(a) **Tournament or Special Event Conflict.** After Tournament date(s) are awarded to the Promoter, The city of Lake Elsinore reserves, as a result of previously unforeseen business opportunities, the right to schedule one or more tournaments or special events for some or all of the Sports Park which would impact or require rescheduling of the Promoter's Tournament(s). In the event the city of Lake Elsinore does so, the city and the Promoter will discuss alternatives to the scheduling of the Tournament(s) and work in good faith to accommodate and make good Tournament date and field availability opportunities for the Promoter.

**B-2 Damages and Security Deposit.** The Promoter shall pay the reasonable repair cost of damages (other than reasonable wear and tear) to the Park resulting from the Tournament, including without limitation damages to the turf area or irrigation system, to the Park Entity prior to the last game of the Tournament. In its discretion, the city of Lake Elsinore may require payment by the Promoter of a security deposit (the "Security Deposit") to secure the payment of any such damages incurred.

C. LEGAL PROVISIONS

C-1 Notices. Notices, requests and other communications hereunder shall be in writing and shall be delivered by e-mail.

If to city of Lake Elsinore / TC Sports Management, Inc.: [info@tcsportsmanagement.org](mailto:info@tcsportsmanagement.org)

If to Promter:

[Entity Legal Name]: \_\_\_\_\_  
[Attn]: \_\_\_\_\_  
[Title]: \_\_\_\_\_  
[Address1]: \_\_\_\_\_  
[Address2]: \_\_\_\_\_  
[City, State Zip]: \_\_\_\_\_  
[e-mail]: \_\_\_\_\_

Such notice shall be effective upon delivery by e-mail or three days after deposit in the United States mail in the case of notices sent in that manner.

C-2 Miscellaneous. This Agreement supersedes all previous agreements and arrangements whether written or verbal between or among both parties and Rosetta Canyon Sports Park. This Agreement may only be changed by written instrument duly executed by both parties. This Agreement shall be signed in duplicate, each of which shall be deemed an original. In the event any provision hereof is found to be invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision. In the event of any dispute arising hereunder, the party prevailing in such a dispute shall be entitled to recover its costs and expenses from the other party, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto acknowledge their agreement to the terms and conditions hereof effective as of the date first set forth above in the preamble to this Agreement.

Promoter: \_\_\_\_\_ (insert entity legal name)

By: \_\_\_\_\_ (authorized signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**City of Lake Elsinore & TC Sports Management, Inc.**