



TOWN OF TROPHY CLUB PARKS & RECREATION BOARD

MEETING AGENDA

May 18, 2026

6:00 PM

Council Chambers
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL TO ORDER AND ANNOUNCE A QUORUM

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Board/Commission on any matter pursuant to Texas Government Code Sec. 551.007. The Board/Commission is not permitted to discuss or take action on any presentations made concerning matters that are not listed on the agenda. Presentations are limited to matters over which the Board/Commission has authority. Speakers have up to three (3) minutes or the time limit determined by the Presiding Officer. Each speaker must have submitted their request to speak by completing the Speaker's Form or may email dwilson@trophyclub.org

ANNOUNCEMENTS AND REPORTS

1. Update on the Tree Inventory & Management Plan. (Chase Ellis, Director of Parks & Recreation)

REGULAR ITEMS

2. Consider approval of the March 16, 2026 and April 20, 2026 Parks & Recreation Board regular meeting minutes. (Daniel Wilson, Senior Administrative Assistant)
3. Consider a recommendation regarding the Facility Use Agreement with the Trophy Club Roanoke Youth Baseball Association. (Chase Ellis, Director of Parks & Recreation)
4. Consider a recommendation regarding the Facility Use Agreement with the Greater Northwest Soccer Association. (Chase Ellis, Director of Parks & Recreation)

ADJOURN

The Board/Commission may convene into executive session to discuss posted items as allowed by Texas Government Code Sections 551.071 through 551.076 and Section 551.087. Notice is hereby given that a quorum of the Town of Trophy Club Town Council may be in attendance at this meeting. The Town Council will not deliberate or take any action.

CERTIFICATION: I do hereby certify that the Notice of Meeting was posted on the official bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: May 12, 2026, at 11:50 a.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 of the Texas Government Code.

/s/ Tammy Dixon
Tammy Dixon, Town Secretary

If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 682-2372900, 48 hours in advance, and reasonable accommodations will be made to assist you.



**PARKS & RECREATION BOARD
COMMUNICATION**

MEETING DATE: May 18, 2026

FROM: Daniel Wilson, Admin Assistant

AGENDA ITEM: Consider approval of the March 16, 2026 and April 20, 2026 Parks & Recreation Board regular meeting minutes. (Daniel Wilson, Senior Administrative Assistant)

BACKGROUND/SUMMARY: The Parks & Recreation Board held a regular meeting on March 16, 2026 at 6:00 PM in the Council Chambers at Town Hall and on April 20, 2026 at 6:00 PM at the Community Pool & Splash Pad.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2026-04-20 Minutes
2. 2026-03-16 Minutes

ACTIONS/OPTIONS:

Staff recommends that the Parks & Recreation Board move to approve the March 16, 2026 and April 20, 2026 Parks & Recreation Board regular meeting minutes.

Town of Trophy Club
Parks and Recreation Board Meeting
Meeting Minutes – April 20, 6:00 p.m.
Community Pool & Splash Pad, 500 Parkview Drive, Trophy Club, Texas 76262

CALL TO ORDER

The Parks and Recreation Board convened into a regular meeting.

Vice Chairperson Schrein called the Parks and Recreation Board meeting to order at 6:00 p.m.

PARK BOARD MEMBERS PRESENT

Patrick Schrein, Vice Chairperson
Andrew Beck
Clark Simmons
Gary Packan
Carol Tombari

PARKS BOARD MEMBERS ABSENT

Jennifer Kashner, Chairperson
Bob Ferguson

STAFF MEMBERS PRESENT

Chase Ellis, Director of Parks & Recreation
Madison Seil, Recreation Superintendent
Daniel Wilson, Senior Administrative Assistant

PUBLIC COMMENTS

No Public Comments

ITEMS

1. Conduct on-site tour/inspection of the Community Pool Complex construction project, including staff briefing and discussion regarding construction progress, features, and status.

Staff toured the Community Pool Complex with the Board and discussed the current renovation project. No action was taken.

ADJOURNMENT

Vice Chairperson Schrein adjourned the Parks and Recreation Board meeting at 6:45 p.m.

Jennifer Kashner, Chair

Attest:

Daniel Wilson, Sr. Administrative Assistant

Town of Trophy Club
Parks and Recreation Board Meeting
Meeting Minutes – March 16, 6:00 p.m.
Council Chamber, 1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL TO ORDER

The Parks and Recreation Board convened into a regular meeting.

Chairperson Kashner called the Parks and Recreation Board meeting to order at 6:00 p.m.

PARK BOARD MEMBERS PRESENT

Jennifer Kashner, Chairperson
Clark Simmons
Bob Ferguson
Gary Packan
Carol Tombari

PARKS BOARD MEMBERS ABSENT

Patrick Schrein, Vice Chairperson
Andrew Beck

STAFF MEMBERS PRESENT

Chase Ellis, Director of Parks & Recreation
Madison Seil, Recreation Superintendent
Daniel Wilson, Senior Administrative Assistant

PUBLIC COMMENTS

No Public Comments

ANNOUNCEMENTS AND REPORTS

1. Department Updates.

Recreation Superintendent provided the board with an update on the Community Pool Renovation Project. Items of note included the new “Kiddie” Pool with a lounge shelf and a in-water bench for swim lessons. The pool will also have a shade canopy over the entire pool. Cabanas are also being installed. The pool is still scheduled to

open on Memorial Day as planned, though the cabanas may not be in place at the start of the summer.

Recreation Superintendent also noted the upcoming Community Events, including Eggstravaganza and Touch A Truck. Eggstravaganza will take place on March 28 at Harmony Park from 9 to 11 AM. Touch A Truck will take place on May 9 at Independence Park East from 10 AM to 12 PM.

Recreation Superintendent also commented on the department’s seasonal hiring opportunities. Multiple positions are open, including lifeguards, pool cashiers, camp counselors, swim coaches, and more. The Recreation Lead position has been filled. More information and applications are online at www.trophyclub.org/summerjobs.

Director Ellis added that at the latest Council meeting, Town Council approved the Parks & Recreation Master Plan. Staff has begun working the action items identified in the plan into the Capital Improvement Plan. Staff also began work on the Tree Inventory & Management Plan project with Davey Resource Group. In Fall 2026, Staff will present an updated Fee Schedule based on the Parks & Recreation Master Plan to the Board for recommendation to the Town Council.

REGULAR ITEMS

- 2. Consider approval of the February 16, 2026, Parks & Recreation Board regular meeting minutes.

Board member Simmons motioned to approve the February 16, 2026, Parks & Recreation Board regular meeting minutes. Board member Tombari seconded the motion. Chairperson Kashner called for a vote.

VOTES ON MOTION

AYES: Kashner, Ferguson, Packan, Tombari, Simmons

NAYES: None

VOTE: 5-0

ADJOURNMENT

Chairperson Kashner adjourned the Parks and Recreation Board meeting at 6:18 p.m.

Jennifer Kashner, Chair

Attest:

Daniel Wilson, Sr. Administrative Assistant



PARKS & RECREATION BOARD COMMUNICATION

MEETING DATE: May 18, 2026

FROM: Chase Ellis, Director of Parks & Recreation

AGENDA ITEM: Consider a recommendation regarding the Facility Use Agreement with the Trophy Club Roanoke Youth Baseball Association. (Chase Ellis, Director of Parks & Recreation)

BACKGROUND/SUMMARY:

The Trophy Club Roanoke Youth Baseball Association (TCRYBA) has served as a long-standing community partner in providing organized youth baseball opportunities for residents of Trophy Club and the surrounding area. Through recreational and competitive baseball programming, the association has supported youth development, sportsmanship, teamwork, and community engagement while helping meet the growing demand for organized athletics within the Town.

The Town of Trophy Club and TCRYBA have historically partnered through facility use agreements that allow the association to utilize Town-owned baseball fields and related amenities for practices, games, tournaments, and league operations. The previous facility use agreement expired in January, and the proposed agreement would establish a new three-year term for continued use of Town facilities. Under the agreement, the Town retains ownership and oversight of the facilities while the association manages league administration, volunteer coordination, and operational activities in compliance with Town policies and maintenance standards. This partnership continues to support high-quality youth baseball programming and maximize the use of the Town's park and athletic facilities for the benefit of the community.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

Under the proposed facility use agreement, the Trophy Club Roanoke Youth Baseball Association (TCRYBA) will continue to assess and remit fees to the Town associated with both recreational and select baseball programming during the spring and fall seasons. For the recreation division, TCRYBA will assess and collect a \$30 fee for each participant who resides outside the corporate limits of the Town of Trophy Club and the City of Roanoke. For the select division, TCRYBA will remit \$2,000 per select team participating in the spring season and \$1,000 per select team participating in the fall season. The agreement also establishes a guaranteed minimum annual payment structure requiring at least ten select teams during the spring

season and ensuring that total select division payments to the Town will not fall below \$20,000 for the spring season.

Over the previous three-year agreement term, the Town collected approximately \$16,720 (Spring and Fall) in fees under the existing agreement structure, resulting in an estimated 13% cost recovery toward operational and maintenance expenses associated with the baseball facilities. The proposed three-year agreement is intended to continue the partnership between the Town and TCRYBA while establishing a more consistent and sustainable fee structure to support ongoing maintenance, operations, and use of Town-owned athletic facilities.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Draft TCRYBA Agreement

ACTIONS/OPTIONS:

Staff recommends that the Park Board recommend the Facility Use Agreement with the Trophy Club Roanoke Youth Baseball Association, as presented.

1. INCORPORATION OF PREMISES / TERM

1.1 Incorporation of Premises. The foregoing premises to this Agreement are incorporated herein for all purposes as if set out herein verbatim.

1.2 Term. The term of this Agreement shall commence on **January 1, 2026**, and shall end on **December 30, 2027**, unless otherwise terminated as provided herein (the “Initial Term”). After the Initial Term has expired, this Agreement will automatically renew for three (3) additional terms of one (1) year each (each a “Renewal Term”), provided, however, this Agreement is not terminated in writing by either Party at least sixty (60) days prior to the expiration date of the Renewal term. If this Agreement is terminated, neither Party shall have any further obligation to the other Party except for payments already payable under the terms set forth in this Agreement, and any right otherwise set forth herein to use the name, logos, and/or marks of the other Party or a Sponsor (defined below) shall end immediately and any and all funds raised by TCRYBA that are due and owing to the Town in accordance with this Agreement shall be paid in full to the TOWN.

2. INDEPENDENCE PARK / CONSIDERATION

2.1 Independence Park. The TOWN, under the terms and conditions provided herein, shall allow TCRYBA the non-exclusive use of Independence Park and facilities within the park as specifically identified in Exhibit “A”, a copy of which is attached hereto and incorporated herein, for athletic and sporting events, to wit, baseball events.

Consideration. In addition to the fees otherwise provided herein, for the Spring Season and the Fall Season (defined in Section 3), TCRYBA shall assess and collect fees each season as follows:

Recreation Division. For each child enrolled in the recreation division of the TCRYBA baseball program who does not reside within the corporate limits of the TOWN or the CITY OF ROANOKE, a fee of thirty dollars (\$30.00) per child shall be assessed, collected..

Select Division. For each select team participating in the Spring Season, TCRYBA shall remit a fee of two thousand dollars (\$2,000.00) per team to the TOWN. For each select team participating in the Fall Season, TCRYBA shall remit a fee of one thousand dollars (\$1,000.00) per team to the TOWN. TCRYBA shall ensure that at least ten (10) teams participate in the select division during the Spring Season. In the event that the total amount of fees assessed, collected, and paid to the TOWN under this paragraph are less than \$20,000, then TCRYBA shall pay the difference between the total amount of fees paid to the TOWN and \$20,000, so that the base amount paid to the TOWN shall never be less than \$20,000.

2.2 The Recreation Division's practices and games shall take priority over the Select Division at all times. Should a season ever be canceled for any reason, TCRYBA shall allow the Recreation Division to return to practices and games prior to the Select Division. Once the Recreation Division returns and scheduled games and practices have been established and provided to the TOWN, the Select Division may return to normal practices and games.

In further consideration for the use of Independence Park, TCRYBA hereby agrees to provide a proposed use schedule (which specifically identifies complexes and fields to be used by assigned teams) to the TOWN at least seven (7) days before the commencement of each seasonal practice schedule and at least fifteen (15) days prior to each regular season game schedule. In the event of changes in the game and or practice schedule, TCRYBA shall provide the TOWN with a written notice at least seventy-two (72) hours prior to the proposed change. Acceptance of the proposed changes shall be within the sole discretion of the TOWN; provided however, that acceptance shall not be unreasonably withheld.

3. USE SCHEDULING/REGISTRATION

3.1 Regular Season. The "Spring Season" shall run from the first week of February through the fourth (4th) week of June and the "Fall Season" shall run from the second (2nd) week of August through the fourth (4th) week of November, and shall include tryouts, all practice and league games, tournaments, and make-up games, if any. Collectively, the "Spring Season" and the "Fall Season" are referred to herein as the "Regular Season"

3.2 Tournaments. Upon forty-five (45) days' written notice and approval of proposed scheduling by the TOWN, TCRYBA shall be allowed to schedule one Baseball Tournament during the Regular Season as described in Section 3.1 of this Agreement. TCRYBA shall pay tournament fees as outlined in the applicable Schedule of Fees adopted by the TOWN.

3.3 Scheduling. Except as otherwise provided in this Agreement, all use of Independence Park West by TCRYBA shall be Monday – Thursday between the hours of 5:30PM-8:30PM, Saturday 8AM-10PM, and Sunday 10AM-10PM (collectively, the "TOWN Approved Schedule"). All use of Independence Park East by TCRYBA shall be Monday, Tuesday & Thursday between the hours of 5:30PM-10PM. Friday shall be a rest day for all fields. TCRYBA's proposed practice and game times during the TOWN Approved Schedule shall be submitted to the TOWN thirty (30) days prior to the commencement of Regular Season practice for both the Spring Season and for the Fall Season. The TOWN and TCRYBA agree that scheduling of additional games and practices on dates not contained in the TOWN Approved Schedule shall not be permitted unless these additional times are mutually agreed to in writing by the TOWN and TCRYBA, and if allowed, there shall be no additional cost to TCRYBA. Use of Independence Park by TCRYBA shall be limited to the sports games and contests scheduled by TCRYBA, and TCRYBA shall provide written notice of scheduling to the Parks and Recreation Department in accordance with the time frames set forth in this

Agreement. TCRYBA shall provide one point of contact for all scheduling of Independence Park. No TCRYBA tournaments and/or use of Independence Park by TCRYBA, other than that expressly provided for under the TOWN Approved Schedule, shall be allowed by the TOWN. Weather delays, rain days, or suspension of play due to inclement weather may require rescheduling of events (collectively "Weather Delays"). TCRYBA shall provide written notice of such rescheduling requests to the Parks and Recreation Department at least seventy-two (72) hours in advance of the proposed schedule change. The TOWN reserves the right to use any field or facility within the seasons and timeframes mentioned in Section 3 of this Agreement located at Independence Park for purposes other than baseball upon submitting the scheduled use to TCRYBA ninety (90) days prior to that use. The TOWN also reserves the right to rent fields to outside teams on days/times fields are not in use by TCRYBA including days and times included in the Town Approved Schedule. Rentals will be scheduled and approved solely by the TOWN.

4. **Registration.** During the registration period for both the Spring Season and the Fall Season, TCRYBA shall provide priority registration for residents of the TOWN and the City of Roanoke by establishing a minimum three (3) week period of time at the commencement of the registration period when only residents of the TOWN and residents of the City of Roanoke may register for the applicable season. At the end of the priority registration period, registration shall also be opened to residents of other communities. Additionally, in order for the TOWN to control field usage and to establish capacity limits for field usage, TCRYBA shall restrict the maximum number of participants allowed to register based upon the maximum number of weekly practice slots available.

5. MAINTENANCE RESPONSIBILITIES

- 5.1 **TOWN Maintenance Responsibilities.** The TOWN shall be responsible for routine maintenance of Independence Park.

- 5.2 **Repairs.** The TOWN shall have the sole discretion to determine nature and timing of repairs and shall have the sole duty and responsibility for making repairs to all permanent improvements owned by the TOWN such as fencing, buildings, lighting, or other permanent structural improvements upon Independence Park.

- 5.3 **Alterations.** The TOWN shall be permitted and shall have the right to make, at its own expense, all alterations or additions to all or any portion of Independence Park as the TOWN determines appropriate in its sole discretion, notwithstanding any conflicting provision of this Agreement.

- 5.4 **TCRYBA Maintenance and Other Responsibilities:** TCRYBA shall be responsible for the following:

A. Maintenance and Improvements Generally. Maintenance or improvements in addition to those provided by the TOWN pursuant to this Section, may be the responsibility of TCRYBA and shall only be allowed upon the prior written approval of the TOWN. For purposes of this Agreement, “maintenance” shall mean routine, recurring, or preventing actions necessary to preserve the condition, functionality, and safety of existing improvements, including, but not limited to, cleaning, painting, minor repairs, landscaping, and replacement of worn or damaged components with substantially similar materials. “Improvements” shall mean any alteration, addition, upgrade, or enhancement to existing facilities or the installation of new structures, fixtures, or equipment that materially changes the character, or function of the property. All such maintenance and improvements shall be performed in compliance with applicable laws, regulations, and industry standards, and shall not interfere with the general public’s use or enjoyment of the premises without the prior written consent of the TOWN.

B. Field Maintenance. TCRYBA through its President or designee shall promptly notify the TOWN of all field maintenance requests, requests for additional services or the existence of unsafe conditions by providing written notice to the Park Superintendent and/or designee.

5.5 TCRYBA Alterations. TCRYBA shall not move, alter or remove, in whole or in part, any improvement, fixed or movable, upon Independence Park, including without limitation bleachers, without first obtaining the express written permission of the TOWN and then only in the event that the move, alteration or removal will not subject such Improvements or Independence Park to damage. Any such move, alteration or removal shall be at the sole expense of TCRYBA.

5.6 Community Updates. The TOWN recommends that TCRYBA work with the required TOWN departments to produce a “community update” on baseball following the end of each season and prior to the start of the following season. The TOWN may utilize its various media outlets, at Town’s sole discretion, to reach the TOWN’s residents with this information. TCRYBA is also encouraged to appear before Council and the Parks and Recreation Board annually to encourage and promote a positive relationship between all Parties.

5.7 Ex-Officio Member. The Parks and Recreation Director, or designee, shall serve as an ex-officio member of the Board of Directors of the TCRYBA. TCRYBA shall email board meeting agendas to the Parks and Recreation Director, or designee, a minimum of seventy-two (72) hours prior to each such TCRYBA Board meeting. The TCRYBA Board and the Parks and Recreation Director or designee shall meet thirty (30) days prior to each season to discuss scheduling logistics, field closures due to Weather Delays and/or TOWN wide community events.

5.8 Sponsorship Opportunities. TCRYBA shall diligently pursue any actions or opportunities that will reduce the maintenance and operational costs of both TCRYBA and the TOWN, including without limitation, capital improvement initiatives and other TOWN authorized activities. Representatives of the TCRYBA shall meet with the TOWN staff representatives annually prior to the commencement of each Spring Season and Fall season to review the “Sponsorship Signage Program” described in this Agreement.

Objective. The objective of the Sponsorship Signage Program is to express the willingness of both Parties to engage in an effort to raise funds for the purpose of capital improvements and repairs affiliated with baseball operations at Independence Park by allowing TCRYBA to sell and display sponsorship signage within the park.

Proceeds.

- A.** Proceeds from the sale of sponsorship signage are to be placed within a designated fund, controlled by the TCRYBA. The TOWN shall review and approve potential sponsorship agreements by the TCRYBA prior to the display of any sponsorship signage to ensure the sponsorship will reflect positively on the TOWN.
- B.** Sponsorship signage shall reflect positively on the TOWN’s community. TCRYBA, as an organization servicing exclusively youth participants, shall ensure that all sponsorship signage is appropriate for children. In the event the TOWN determines, in its sole discretion, that any displayed signage does not comply with the approved sponsorship agreement, was not preapproved by the TOWN prior to its display, or does not reflect positively on the TOWN or its community, the TOWN shall provide written notice to TCRYBA, and TCRYBA shall remove the identified signage within forty-eight (48) hours of receipt of such notice.
- C.** Sponsorship signage must be placed facing inwards on the outfield fences within the baseball fields of Independence Park.
- D.** TCRYBA shall be responsible for the installation, repair, replacement or removal of all sponsorship signage.
- E.** TCRYBA and the TOWN’s Parks and Recreation Director shall meet in March of each year to discuss and plan capital improvements, potential funding sources, and the allocation of sponsorship funds for capital improvements.
- F.** TCRYBA shall provide a copy of its Annual Form 990 or 990-N as filed with the IRS for review before this agreement becomes effective and then during the month of March each year thereafter. TCRYBA shall provide banking documentation of the past twelve (12) months deposits received for sponsorship donations or payments each year at the beginning of discussions for capital improvements and funding.

5.9 Events. The TOWN and TCRYBA agree and understand that there is a benefit in combining resources and participation in TOWN sponsored events. TCRYBA agrees to work with the TOWN in the joint scheduling and promotion of TOWN events as practicable for both Parties.

6. RULES AND REGULATIONS / CLOSURE / PARKING

6.1 TOWN Regulations. TCRYBA understands and agrees that its' use of the Independence Park shall be allowed only in accordance with TOWN ordinances, guidelines and regulations, including, without limitation, the following:

- A. Athletic Facility Rainout Procedures:** During questionable weather periods, field playability status will be posted on the TOWN's Rainout System Line available to the public by 12:00 p.m. weekdays and by 7:30 a.m. Saturdays, Sundays, and Holidays by TOWN's Parks Superintendent and/or designee. Emergency contact numbers shall be distributed to TCRYBA designated officials prior to Regular Season start.

- B. Baseball Field Lights:** The TOWN shall grant baseball field light access to the TCRYBA President & VP of Rec Baseball only in order for him/her to turn on, off and/or turn lights on earlier than scheduled due to overcast weather at Independence Park fields 1-7 only, exclusively for TCRYBA sanctioned events and activities. TCRYBA shall follow the parks operating hours listed in Trophy Club Ordinance Sec.1.08.061. The TOWN reserves the rights to remove light accessibility from TCRYBA at any time for any reason.

- C. Field Closure Policy and Procedure:** TCRYBA shall cancel, delay or postpone any games, tournaments, practices, scrimmages, camps or other activities if severe weather conditions are present, and/or when the TOWN notifies TCRYBA that supplemental watering will be conducted. Notwithstanding the terms of this Agreement, the TOWN, in its sole discretion, retains the right to close any or all of Independence Park that is the subject of this Agreement. The Park Superintendent and/or designee, at their sole discretion, may close Independence Park and suspend play at any time if, in the TOWN's sole discretion, it is determined that continued use presents a risk of injury to persons or damage to Independence Park or the general health, safety or welfare of the public.

In addition to the foregoing, a portion of Independence Park may be closed for repair, remodeling, overseeding or other maintenance. In the event of closure for such maintenance, the TOWN shall timely notify TCRYBA officials in order to minimize the impact on scheduling as much as reasonably possible.

The TOWN also reserves the right to close all or a portion of Independence Park during operational hours, and if resources are available, the TOWN may offer substitutions or

alternatives for the use of Independence Park or offer replacement premises or facilities.

- 6.2 Parking:** During the term of this Agreement the TOWN shall provide TCRYBA with access to, but is not guaranteed, use of Independence Park east parking area. The repair and maintenance of such parking lot shall remain the sole responsibility of the TOWN, except when damage is caused to the parking area by TCRYBA, or any person acting by, through, or under TCRYBA.

7. TCRYBA USE OF TOWN PARK CONCESSION FACILITIES

- 7.1 Schedule.** TCRYBA shall have the non-exclusive right to use the concession facilities at Independence Park during the term of this Agreement. The Town shall also have the right to use the concession facilities at any time during the term of this Agreement. If a conflict arises due to limited concession facility availability the TOWN, at its sole discretion, shall determine which Party may use the concession facilities.

7.2 Subleasing Prohibited.

TCRYBA is strictly prohibited from leasing or sub-leasing Independence Park without written permission from the Director of Parks and Recreation.

- 7.3 As-Is Condition.** The TCRYBA shall take Independence Park on an “as-is, where is and with all faults” condition on the date of execution of this Agreement and there shall be no obligation by the TOWN to make any other Improvements to the concession stands and/or any other Independence Park facilities. TCRYBA shall not make any Improvements or structural changes to any TOWN concession facility without written permission by the Director of Parks and Recreation.

- 7.4** TCRYBA may operate the concession stand at Independence Park East and Independence Park West during the Regular Season determined within this Agreement. TCRYBA must follow all current Texas Department of State Health Services and local health department food establishment guidelines.

- A.** TCRYBA shall be responsible for the cleanliness of each stand during periods of TCRYBA’s use and operation. TCRYBA shall bear no responsibility for the condition of any concession stand resulting from use by third parties or any other entity granted access by the TOWN. In the event that a concession stand is found to be in an unsatisfactory condition prior to TCRYBA’s use due to prior third-party use, TCRYBA shall promptly notify the TOWN’s Parks and Recreation Director, or designee, before commencing operations. The TOWN shall be responsible to return the condition of any concession stand back to the condition it was left by TCRYBA prior to any third-party use.
- B.** The TOWN will supply water, electricity and make any repairs to the concession stand when needed.
- C.** All food items and drinks must be removed from the concession stand within ten (10) days after each Fall Season and Spring Season, including, but not

limited to, removal from and cleaning of all refrigerator and freezer units. TCRYBA will be responsible for hiring a third-party contractor to perform a “deep” clean inside the concession facility within (10) ten days after the end of the Fall Season and the Spring Season.

- D. Upon completion of all performed cleaning services from the third-party contractors provided by TCRYBA, a scheduled walk-through must be performed by the TCRYBA President, or designee, and the Parks Superintendent, or designee. Cleaning shall be completed at the end of each Fall Season and Spring Season.

7.5 Food Service: The use of propane grills is permitted, however, Liquefied Petroleum (“LP”) gas containers in storage shall be located in a manner that minimizes exposure to excessive high temperatures, physical damage, or tampering. LP-gas grills must be ten (10) feet from any building structure while being operated, and shall be operated in accordance with the TOWN’s Fire Codes.

8. GENERAL REQUIREMENTS APPLICABLE TO TCRYBA USE OF TOWN PROPERTY

8.1 Immunity: Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either Party under the Texas Civil Practice and Remedies Code §§101.001 et seq, or other applicable law. It is expressly understood and agreed that in the execution of this Agreement, neither the TOWN nor TCRYBA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

8.2 Insurance: During the term of this Agreement, TCRYBA shall obtain and maintain, at its sole expense, general liability insurance with the minimum amounts of \$1,000,000 Bodily Injury Liability and \$1,000,000 Property Damage Liability while naming “the TOWN of Trophy Club, a Texas home rule municipality”, as an additional insured to protect against potential claims arising out of TCRYBA's use of Independence Park and the facilities. TCRYBA shall furnish the TOWN with certificates of insurance evidencing its compliance with this Section at least ten (10) days prior to the commencement of the Initial Term of this Agreement, and every Renewal Term thereafter. Nothing contained in this Agreement shall be construed to grant any third-party rights or as a waiver of any governmental and/or public purpose of the operation or use of all or a portion of Independence Park.

8.3 RESTRICTIONS: Neither the TOWN nor TCRYBA shall display any Sponsor logo, mark, sign, banner, or other visual display, or print, publish, or distribute any written or visual material provided by or on behalf of Sponsor, that contains: a comparative or qualitative description of Sponsor’s product or business; price information or any other

indications of savings or value about Sponsor's product or business; any message that otherwise endorses Sponsor's product or induces one to purchase or use Sponsor's product; or any message that causes Sponsor's payments to not be treated as "qualified sponsorship payments" as that term is defined in Section 513(i) of the Internal Revenue Code and related regulations.

8.4 INDEMNIFICATION: TCRYBA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TOWN, IT'S TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND THE TOWN FROM AND AGAINST ANY AND ALL LIABILITY, LOSS OR DAMAGE (INCLUDING INJURY, DEATH, OR DAMAGE TO PERSON AND/OR PROPERTY) DIRECTLY OR INDIRECTLY ASSOCIATED WITH ANY CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, JUDGEMENTS, COSTS, EXPENSES AND/OR ATTORNEY'S FEES ("CLAIMS") THAT RESULT FROM, ARISE OUT OF, OR RELATE TO: (1) TCRYBA'S BREACH OF THIS AGREEMENT; (2) THE PROVISION OF GOODS, SERVICES, OR EQUIPMENT BY TCRYBA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES UNDER THIS AGREEMENT; OR (3) THE TOWN'S OR TCRYBA'S USE UNDER THIS AGREEMENT OF A SPONSOR'S NAME, LOGOS, AND/OR MARKS, INCLUDING ANY ACTUAL OR ALLEGED INFRINGEMENT OR VIOLATION BY THE SPONSOR'S NAME, LOGOS, OR MARKS OF ANY THIRD-PARTY'S INTELLECTUAL PROPERTY OR OTHER RIGHTS. THIS PARAGRAPH (8.4) SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, AND SHALL NOT APPLY TO THE EXTENT THAT SAID CLAIMS ARISE OUT OF THE SOLE NEGLIGENCE OF THE TRUSTEES, OFFICERS, AGENTS, OR EMPLOYEES OF THE TOWN.

8.5 LIMITATION OF LIABILITY: To the maximum extent permitted by law, in no event will the TOWN or TCRYBA be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of or that relate in any way to this Agreement, its performance, or the sponsorship. This exclusion will apply regardless of the legal theory on which any claim for such damages is based, whether the TOWN or TCRYBA had been advised of the possibility of such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail of its essential purpose. For the purposes of this Agreement, "Sponsor" means any individual, corporation, partnership, association, or other legal entity that provides financial or in-kind support, consideration, or contribution to the TOWN or TCRYBA in exchange for recognition, acknowledgement, or promotional benefits, whether through signage, printed materials, digital media, or other forms of display.

8.6 CONFLICT: If the TOWN, TCRYBA, or a member thereof signs any document provided by the Sponsor (including, without limitations, an order form, invoice, pricing list, or agreement), the terms of this Agreement shall govern and control in the event of a conflict between the documents provided by the Sponsor and the terms of this Agreement. In addition, any limitation of liability, defense, indemnification, or hold harmless provision of such Sponsor document shall be void and of no force or effect.

8.7 No Third-Party Beneficiary: For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1)the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the TOWN or TCRYBA or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the TOWN or TCRYBA. This Agreement shall not create any third-party beneficiaries.

8.8 Notice: Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the Party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses as may be designated by the appropriate Party; however, each Party has a right to designate a different address by giving the other Party fifteen (15) days prior written notice of such designation:

If to TCRYBA:

TCR Youth Baseball Association
PO Box 1568
Roanoke, Texas 76262

If to the TOWN:

Director of Parks and Recreation
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, Texas 76262

8.9 Claims Against Parties: Each Party shall be responsible for defending and/or disposing of all causes arising against the respective Party as a result of its use or occupation of Independence Park. It is expressly understood and agreed that in the execution of this Agreement, neither the TOWN nor TCRYBA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

8.10 Entire Agreement: This Agreement represents the entire and integrated agreement of the Parties hereto, and supersedes all prior negotiations, representations, or agreements, either other oral or written. There are no oral agreements that are not fully contained within this Agreement. This Agreement may be amended only by written agreement signed by both Parties.

- 8.11 Severability:** In case any one (1) or more of the provisions contained herein shall for any reason be held by a court with jurisdiction over this Agreement to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained herein.
- 8.12 Authority:** The undersigned officers and/or agents are authorized to execute this Agreement on behalf of the Parties hereto, and each Party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- 8.13 Defective Conditions.** TCRYBA shall promptly report in writing to the TOWN any defects or dangerous conditions, including any vandalism or criminal activity, it discovers on or concerning Independence Park or other TOWN property, and shall cease any such use until such defect or condition is repaired or cured, provided the TOWN shall not have an obligation to repair or cure any such defect of condition.

9. TERMINATION

- 9.1 Termination for Cause.** Upon the occurrence of any one or more of the following events, the TOWN in its sole discretion may elect to terminate this Agreement after providing written notice of default and an opportunity to cure as provided below:
- A.** Board Residency Requirement. TCRYBA fails to maintain a simple majority of Board Members who reside in the TOWN and neither the position of President, Vice- President of Recreation, Treasurer, nor the position of Secretary of TCRYBA is held by a resident of the TOWN; provided, however, that TCRYBA shall have ten (10) days from receipt of TOWN's written notice of default to cure such failure.
 - B.** Failure to Appoint a TOWN Resident. TCRYBA fails to take action to appoint a TOWN resident to at least one (1) of the required positions set forth in Subsection A above within ten (10) days after receipt of the TOWN's written notice of default.
 - C.** Other Defaults. TCRYBA defaults by failing to timely remit payment to the TOWN in accordance with the provisions of this Agreement or otherwise defaults upon any one or more of its obligations under this Agreement, and TCRYBA has failed to remedy such default within ten (10) days of the date of the TOWN's written notice of default to TCRYBA.

If TCRYBA fails to timely cure the applicable default within the cure period set forth above, the TOWN may terminate this Agreement upon three (3) days written notice to TCRYBA, which termination shall be effective as stated in such notice.

- 9.2 Termination Without Cause.** Either Party may terminate this Agreement with or without cause, by giving a minimum of sixty (60) days prior written notice of the date of termination to the other Party. Upon termination, all permanent improvements shall remain the property of the TOWN and all personal property shall remain the property

of the Party paying for such personal property. Removal of personal property or improvements shall be subject to the terms contained herein. However, all personal property and improvements remaining on Independence Park property for sixty (60) days after the date of termination of this Agreement shall become the personal property and improvements of the TOWN.

10. REMEDIES AND PENALTIES

10.1 Remedies. No right or remedy granted or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

10.2 Damages. In addition to all other rights and remedies of the TOWN under the terms of this Agreement and the TOWN's Code of Ordinances, TCRYBA shall be wholly responsible for a violation of any of the terms or conditions of this Agreement or of the TOWN's Code of Ordinances when such violation results in damage to the TOWN property or facilities, or to any person. TCRYBA shall pay the actual cost of the repair of such damage and shall pay the direct costs of the TOWN per hour for each TOWN staff person utilized to make the repair. Further, in addition to all remedies legally available to the TOWN, in the event that participants, guests or spectators at a TCRYBA scheduled activity engage in any action or behavior, whether intentional or negligent, that causes or results in damage to TOWN property, TCRYBA shall pay the actual cost of the repair of such damage plus the direct costs of the TOWN per hour for each TOWN staff person utilized to make the repair.

11. APPLICABLE LAW

This Agreement is governed by and construed in accordance the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas, or of any other state or country. The obligations of the parties to this Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.

12. ASSIGNMENT

TCRYBA shall not assign, sublet, subcontract, transfer all, or a portion of its rights or obligations under this Agreement without the prior written approval of the TOWN. In the event of an assignment by TCRYBA to which the TOWN has consented, the assignee or the assignee's legal representative shall agree in writing with the TOWN to personally assume, perform, and be bound by all covenants, obligations, and agreements contained in this Agreement.

13. GENERAL REQUIREMENTS

- 13.1 Financials.** TCRYBA shall provide the Sponsorship Program financials to the TOWN on or before the last Monday in February for the previous Fall Season, and on or before the last Monday in August for the previous Spring Season. This requirement shall survive termination and/or expiration of this Agreement.
- 13.2 Reports.** On or before the twenty-first (21st) day following the commencement of the Spring Season and the Fall Season, respectively, TCRYBA shall provide a written report identifying the total number of TCRYBA registered players, the city of residence for each player, and the associated age division for each player, and the classification of the player as a member of a recreation team or a select team. There will be a \$100.00 per business day late fee assessed on all late documentation and fees. Late fees must be paid within thirty (30) days of invoice, or the TOWN may deny access to fields and concessions until documentation is received. Additionally, all baseball fields at Independence Park will not be available for practice or games until all appropriate documentation has been submitted by TCRYBA unless agreed upon both Parties.
- 13.3 Board Members.** On or before the twenty-first (21st) day following the commencement of the Spring Season and the Fall Season, TCRYBA shall provide a list of the names and city of residence for each TCRYBA board member. The President of TCRYBA and a minimum of 50% percent of active TCRYBA board members must reside in the TOWN.
- 13.4 Background Checks.** TCRYBA shall require that each person volunteering to serve as a board member, head coach, assistant coach, and in any other capacity associated with TCRYBA pass a criminal background check. Additionally, all adult umpires shall be required to successfully pass a criminal background check. TCRYBA approved standards for successful completion of a criminal background check shall be provided to the TOWN, and any person failing to meet such standards shall not be allowed to volunteer, serve, or otherwise be associated with TCRYBA in any manner or capacity. TCRYBA shall provide written confirmation to the TOWN that all volunteers, coaches, and umpires have passed a criminal background check and sex offenders registry check.
- 13.5** Use of Independence Park facilities is expressly conditioned on satisfaction of the following requirements each Fall Season and Spring Season. The TOWN shall receive a letter from TCRYBA before each season truthfully certifying that coaches, managers, officials, and board members, and any non-parent volunteer who has regular, unsupervised access to participants as determined by the TOWN in its sole discretion, have undergone and passed a criminal background and sex offenders registry check using standards satisfactory to the TOWN. Parent volunteers fulfilling a designated service obligation, such as a concession shift, and student volunteers operating under direct adult supervision shall be exempt from the background check requirement, provided that such student volunteers are not left in an unsupervised capacity with

program participants at any time.

- 13.6** Each Board Member and all volunteers shall sign a statement agreeing to release, absolve, indemnify, and hold harmless the TOWN, its agents, servants, employees, officials, and supervisors any or all of them in event of any accident, injury, or death sustained by the participant while being transported to or from an activity, or while participating in an activity. Forms must be available for review by the TOWN prior to the start of official practices each Fall Season and Spring Season. Parent volunteers fulfilling a designated service obligation and student volunteers operating under direct adult supervision shall also be required to execute such a statement, provided that TCRYBA shall maintain general liability coverage sufficient to address such activities. **Gift to Public Servant.** The TOWN may terminate the Agreement immediately without notice, if TCRYBA has offered, or agreed to confer any benefit upon a TOWN employee or official that the TOWN employee or official is prohibited by law from accepting.
- 13.7 Texas Public Information Act.** Notwithstanding any other provision to the contrary in the Agreement, all information, documents, and communications relating to the Agreement shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.
- 13.8 Rights Retained.** The TOWN expressly reserves its legislative and municipal police power in accordance with the laws of the State of Texas and the TOWN's Charter. Notwithstanding any other provision to the contrary in the Agreement, the Parties hereby acknowledge and agree that to the extent a court of competent jurisdiction determines that the TOWN's immunity from suit or claims is waived in any manner, this Agreement shall be subject to the provisions of Subchapter I of Chapter 271, Texas Local Gov't Code, as amended.
- 13.9 Additional Verifications.** To the extent required by Texas law, TCRYBA verifies that: 1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, and it will not boycott Israel during the term of the Agreement; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

13.10 Ethics Disclosure. To the extent required by Texas law, TCRYBA represents that it has completed a Texas Ethics Commission (the “TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Gov’t Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the TOWN and the contract identification number, the TOWN is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by TCRYBA and the TOWN has not verified such information.

[SIGNATURES ON FOLLOWING PAGE]

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EXHIBIT "A"
(TOWN FIELDS & FACILITIES TO BE USED BY TCRYBA)

Independence Park West—(scheduled games and practices)

Field #1

Field #2

Field #3

Field #4

Batting Cages

Concession Stand

Independence Park East—(scheduled games and practices)

Field #5

Field #6

Field #7

T-Ball / Multipurpose Practice Field(s)

Concession Stand

Association Storage Closet



PARKS & RECREATION BOARD COMMUNICATION

MEETING DATE: May 18, 2026

FROM: Chase Ellis, Director of Parks & Recreation

AGENDA ITEM: Consider a recommendation regarding the Facility Use Agreement with the Greater Northwest Soccer Association. (Chase Ellis, Director of Parks & Recreation)

BACKGROUND/SUMMARY:

The Greater Northwest Soccer Association (GNSA) has served as a long-standing community partner in providing organized youth soccer opportunities for residents of Trophy Club and the surrounding region. Through recreational and competitive soccer programming, GNSA supports youth development, teamwork, sportsmanship, and community engagement while helping meet the growing demand for organized athletics within the Town.

The Town of Trophy Club and GNSA have historically partnered through facility use agreements that allow the association to utilize Town-owned soccer fields and related amenities for practices, games, tournaments, and league operations. The previous facility use agreement expired in January, and the proposed agreement would establish a new three-year term for continued use of Town facilities. Under the agreement, the Town retains ownership and oversight of the facilities while GNSA manages league administration, scheduling, volunteer coordination, and operational activities in compliance with Town policies and maintenance standards. This continued partnership supports high-quality youth soccer programming and maximizes the use of the Town's park and athletic facilities for the benefit of the community.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Under the proposed agreement, the Greater Northwest Soccer Association (GNSA) will remit annual facility use fees to the Town on a graduated scale over the three-year term of the agreement, with fees assessed for both the spring and fall seasons each year. The annual fee structure totals \$34,000 for FY 2026-2027, \$40,000 for FY 2027-2028, and \$46,000 for FY 2028-2029.

Historically, the Town has collected an average seasonal fee of approximately \$12,585 in spring and \$11,775 in fall, resulting in an estimated 28% cost recovery toward the operational and maintenance expenses associated with the soccer facilities. The proposed fee structure is intended to provide a more sustainable funding model while continuing the long-standing partnership between the Town and GNSA to support youth soccer programming and maintain Town athletic facilities.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Draft GNWSA Agreement

ACTIONS/OPTIONS:

Staff recommends that the Park Board recommend the Facility Use Agreement with the Greater Northwest Soccer Association, as presented.

THE STATE OF TEXAS

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§
§

COUNTY OF DENTON AND TARRANT

NON-EXCLUSIVE USE AGREEMENT BY AND BETWEEN THE TOWN OF TROPHY CLUB AND THE GREATER NORTHWEST SOCCER ASSOCIATION

THIS NON-EXCLUSIVE USE AGREEMENT is made and entered into by and between the TOWN OF TROPHY CLUB, TEXAS (hereinafter referred to as “TOWN”), a home rule municipal corporation, acting by and through its Town Manager or designee, and the Trophy Club Soccer Association, a Texas non-profit corporation, d/b/a the Greater Northwest Soccer Association (hereinafter referred to as “GNWSA”), a participating member of the North Texas State Soccer Association, and acting by and through the President of the GNWSA Board of Directors, or designee. Each Party to this Agreement is individually hereinafter referred to as a “Party”, and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the TOWN owns and maintains TOWN parks and sports facilities on Harmony Park; and leases the Northwest Independent School District sports fields adjacent to Lakeview Elementary (hereinafter “Lakeview Park”); and

WHEREAS, the GNWSA is comprised of various youth and adult soccer teams for soccer play; and

WHEREAS, the GNWSA desires to use the TOWN parks and facilities as specifically identified herein below; and

WHEREAS, the capital improvement and repair participation costs for Harmony Park and Lakeview Park, and other sponsorship opportunities shall be pursued and shared by the TOWN and GNWSA as expressly set forth in this Agreement; and

WHEREAS, maintenance and upkeep obligations shall be shared by the TOWN and GNWSA as expressly set forth in this Agreement; and

WHEREAS, GNWSA and the TOWN agree that it serves their best interests and the interest of the general public to work with the TOWN and the TOWN is entering into this Agreement pursuant to and in the exercise of its governmental functions; and

WHEREAS, the Parties agree that this Agreement supersedes any and all prior written and/or oral agreements for the use of Harmony Park and Lakeview Park, and by execution of this Agreement, the Parties agree and intend that this Agreement shall exclusively govern GNWSA’s use of Harmony and Lakeview Parks.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and foregoing premises, the benefits flowing to each of the Parties hereto, and other good and valuable consideration, the TOWN and GNWSA do hereby agree as follows:

1. INCORPORATION OF PREMISES / TERM

- 1.1 **Incorporation of Premises.** The foregoing premises to this Agreement are incorporated herein for all purposes as if set out herein verbatim.
- 1.2 **Term.** The term of this Agreement shall commence on January 1, 2026, and shall end on December 31, 2026, unless otherwise terminated as provided herein (the “Initial Term”). After the Initial Term has expired, this Agreement will automatically renew for three (3) additional terms of one (1) year each (each a “Renewal Term”); provided, however, this Agreement is not terminated in writing by either Party sixty (60) days prior to the expiration date of the Renewal Term. If this Agreement is terminated, neither Party shall have any further obligation to the other Party except for payments already payable under the terms set forth in this Agreement, any right otherwise set forth herein to use the name, logos, and/or marks of the other Party shall end immediately, and any and all funds raised by GNWSA in accordance with this Agreement shall be paid in full to the TOWN.

2. **HARMONY and LAKEVIEW PARKS / CONSIDERATIONS**

- 2.1 **Harmony and Lakeview Park.** The TOWN, under the terms and conditions provided herein, shall allow GNWSA the non-exclusive use of Harmony Park and Lakeview Park and facilities within the parks as specifically identified in Exhibit A, a copy of which is attached hereto and incorporated herein for athletic and sporting events, to wit, soccer events.
- 2.2 **Subleasing.** GNWSA is strictly prohibited from leasing or sub-leasing any TOWN facility located at Harmony Park and Lakeview Park without written permission from the TOWN’s Director of Parks and Recreation.
- 2.3 **Consideration.** In addition to the fees otherwise provided herein, for the Spring Season and the Fall Season (defined below), GNWSA shall allocate a portion of each player’s registration fees toward city parks usage costs. GNWSA will share the allocation table and registration data used for this cost allocation model with the TOWN. The majority of the funds allocation for each player living within the corporate boundaries of the TOWN shall be reserved for the parks provided by the TOWN. In addition, a percentage of the funds allocated from players residing outside the corporate boundaries of the TOWN shall be reserved for the TOWN based on proportional usage. GNWSA will reimburse the TOWN according to the following schedule:

<i>Projections as of May 2026</i>	Fall	Spring
2026-2027	\$17,000	\$17,000
2027-2028	\$20,000	\$20,000
2028-2029	\$23,000	\$23,000

GNWSA may modify the projected payment schedule after written acceptance by the TOWN by providing the TOWN ninety (90) days’ notice of fundamental shifts in the operating environment which require adjustments to the cost allocation model, such as a decline in player population, significant shifts in population demographics, or significant changes in field usage patterns. Payment should be made to the TOWN no later than the twenty-first day of the month following the end of the season. Page 31 of 46

(21st) day after final registration numbers are confirmed by North Texas State Soccer Association for league play in the Spring Season and for the Fall Season, respectively, GNWSA shall remit to the TOWN all fees allocated pursuant to this Agreement and shall provide the written report required by Section 12.2 of this Agreement. Notwithstanding any other provision in this Agreement, the TOWN may terminate this Agreement with ten (10) days' written notice to GNWSA if the proposed projected payment schedule falls below 50% of the schedule above.

- 2.4 In further consideration for the use of Harmony Park and Lakeview Park, GNWSA hereby agrees to maintain and publish a proposed use schedule (which specifically identifies complexes and fields to be used) to the TOWN. Practice schedules shall be published at least seven (7) days before the commencement of each season and maintained throughout the active season. GNWSA shall identify dates that games are intended to be hosted at Harmony Park and Lakeview Park and shall provide the TOWN with seven (7) days' notice of changes requiring additional game days. Acceptance of the proposed changes shall be within the sole discretion of the TOWN; provided, however, that acceptance shall not be unreasonably withheld. GNWSA will share access to the schedules of individual team games, as published by the leagues, upon request.

3. **USE SCHEDULING/REGISTRATION**

- 3.1 **Regular Season.** The "Spring Season" shall run from the first week of February through the fourth (4th) week of June, and the "Fall Season" shall run from the second (2nd) week of August through the fourth (4th) week of November and shall include all practice and league games, tournaments, and make-up games, if any. Collectively, the "Spring Season" and the "Fall Season" are referred to herein as the "Regular Season".
- 3.2 **Tournament Rates.** Upon forty-five (45) days' written notice and approval of proposed scheduling by the TOWN, GNWSA shall be allowed to schedule one tournament per year at a cost of \$150.00 per field during weekends only as agreed upon by the TOWN's Director of Parks and Recreation or their designee. The tournament shall not be considered part of the "Regular Season".
- 3.3 **Scheduling.** Except as otherwise provided in this Agreement, all GNWSA use of Lakeview Park shall be Monday – Thursday between the hours of 5:30PM-10PM, Saturday 8AM-10PM, and Sunday 10AM-10PM; and Harmony Park shall be Monday – Thursday between the hours of 6:30PM-10PM, Saturday 8AM-10PM and Sunday 10AM-10 PM (the "TOWN Approved Schedule"). Harmony Park shall remain open to the TOWN for TOWN use during Monday – Thursday 4:30PM to 6:30PM. Friday shall be a rest day for all fields at Lakeview and Harmony Park. The TOWN and GNWSA agree that scheduling of additional games and practices on dates not contained in the TOWN Approved Schedule or this Agreement shall not be permitted unless these additional times and dates are mutually agreed to in writing by the TOWN and GNWSA, and if allowed, there shall be no additional cost to GNWSA. The use of Harmony Park and Lakeview Park by GNWSA under this Agreement shall be limited to the soccer games and practices scheduled by GNWSA, and GNWSA shall provide written notice of scheduling to the TOWN's Parks and Recreation Department in accordance with the time frames set forth in this Agreement.
- 3.4 **Point of Contact.** GNWSA shall provide one point of contact for all scheduling of Harmony Park and Lakeview Park. No GNWSA tournaments and/or use of Harmony Park or Lakeview Park, other than that expressly provided for under the TOWN Approved Schedule, shall be allowed by the TOWN.

- 3.5 Delays.** Weather delays, rain days, or suspension of play due to inclement weather may require rescheduling of events (collectively “Weather Delays”). GNWSA shall provide written notice of such rescheduling requests to the TOWN’s Parks and Recreation Department at least seventy-two (72) hours in advance of the proposed schedule change.
- 3.6 Discretion.** The TOWN may, in its sole discretion, allow GNWSA to utilize the fields on restricted days due to Weather Delays or other unforeseen circumstances that prevent GNWSA from using the fields during their regularly scheduled times and days. Requests must be made to the TOWN’s Parks and Recreation Department in writing.
- 3.7 Rights Reserved.** The TOWN reserves the right to use any field or facility at Harmony or Lakeview Park during the Regular Season for purposes other than soccer upon submitting the scheduled use to GNWSA ninety (90) days prior to that use. The TOWN also reserves the right to rent fields to other teams, or organizations on days and times the fields are not in use by GNWSA including days and times included in the Town Approved Schedule. Rentals will be scheduled and approved solely by the TOWN, and nothing in this Agreement shall be construed as a waiver or abrogation of the TOWN’s legislative or police power and authority under the TOWN Charter or other applicable laws and ordinances.
- 3.8 Registration.** During the registration period for both the Spring Season and the Fall Season, GNWSA shall accept registration from players who reside within and outside the corporate boundaries of the TOWN. The TOWN will utilize its various media outlets to reach TOWN residents regarding GNWSA registration information. GNWSA will utilize player geographical location, identified either by driver’s license or water bill, as a consideration in the overall team formation equation, to the extent allowed by GNWSA and NTSSA bylaws. GNWSA shall restrict the maximum number of participants allowed to register based upon the limitations of available field space for practices and games.

4. MAINTENANCE RESPONSIBILITIES

- 4.1 TOWN Maintenance Responsibilities.** The TOWN shall be responsible for all routine maintenance of Harmony Park and Lakeview Park. The TOWN will overseed the rye grass between the second week of October and the first week in November and additionally reserves the right to overseed with Bermuda grass in the Summer with (30) thirty days’ notice. Overseeding by the TOWN will require the fields to be closed for three (3) weeks following the application of seed.
- 4.2 Repairs.** The TOWN shall have the sole discretion to determine the nature and timing of necessary repairs and shall have the sole duty and responsibility for making repairs to all permanent capital improvements owned by the TOWN such as fencing, buildings, lighting, or other permanent structural improvements upon Harmony and Lakeview Parks. All repairs shall be performed in a manner that prioritizes public safety, minimizes hazards, and complies with all applicable laws, regulations, and industry standards. The TOWN shall utilize qualified personnel, appropriate materials, and best practices to ensure the durability and safety of the improvements. The TOWN shall promptly address any condition that poses a risk to public health and safety.
- 4.3 Alterations.** The TOWN shall have the right to make, at its own expense, any alterations or additions to any and all or any portion of Harmony Park and Lakeview Park that the TOWN determines appropriate at its sole discretion, notwithstanding any conflicting provision of this Agreement.

4.4 GNWSA Maintenance and Other Responsibilities: GNWSA shall be responsible for the following:

- A. Maintenance and Improvements Generally.** General maintenance or improvements in addition to those provided by the TOWN pursuant to this Section, shall be the responsibility of GNWSA and shall only be allowed upon the prior written approval of the TOWN. For purposes of this Agreement, “general maintenance” shall mean routine, recurring, or preventing actions necessary to preserve the condition, functionality, and safety of existing improvements, including, but not limited to, cleaning, painting, minor repairs, landscaping, and replacement of worn or damaged components with substantially similar materials. “Improvements” shall mean any alteration, addition, upgrade, or enhancement to existing facilities or the installation of new structures, fixtures, or equipment that materially changes the character, or function of the property. All such maintenance and improvements shall be performed in compliance with applicable laws, regulations, and industry standards, and shall not interfere with the general public’s use or enjoyment of the premises without the prior written consent of the TOWN.
- B. Field Maintenance.** GNWSA through their President or designee shall promptly notify the TOWN of all field maintenance requests, requests for additional services, or the existence of unsafe conditions by providing written notice to the TOWN’s Park Superintendent and/or designee.

4.5 GNWSA Alterations. GNWSA shall not move, alter or remove, in whole or in part, any TOWN improvement, fixed or movable, upon Harmony Park or Lakeview Park, including, but not limited to, bleachers or any other personal property or permanent improvement, whether affixed to the property or movable, without first obtaining the express written approval of the TOWN, and then only in the event that the move, alteration, or removal will not subject such improvements on Harmony Park and Lakeview Park to any property damage. Any such move, alteration, or removal shall be at the sole expense, risk, and liability of GNWSA.

4.6 Community Update. The TOWN recommends GNWSA work with the TOWN to produce a “community update” on soccer following the end of each season and prior to the start of the following season. The TOWN may utilize its various media outlets, at Town’s sole discretion, to reach the TOWN’s residents with this information. GNWSA is also encouraged to appear before the TOWN Council and the TOWN Parks and Recreation Board annually to encourage and promote communication and a positive relationship between the Parties.

4.7 Ex-Officio Member. The Parks and Recreation Director of the TOWN, or designee, shall serve as an ex-officio member of the Board of Directors of GNWSA. GNWSA shall make board meeting agendas available to the Parks and Recreation Director of the TOWN, or designee, no less than seventy-two (72) hours prior to each GNWSA Board meeting. The GNWSA Board and the Parks and Recreation Director, or designee, shall meet thirty (30) days prior to each season to discuss scheduling logistics, field closures due to Weather Delays, and/or TOWN wide community events.

4.8 Sponsorship Opportunities. GNWSA shall diligently and in good faith pursue any actions or opportunities that will reduce the maintenance and operational costs for both GNWSA and the TOWN, including, but not limited to, capital improvement initiatives and other TOWN authorized activities. Representatives of the GNWSA shall meet with the TOWN annually prior to the commencement of each Fall Season to review the “Sponsorship Signage

Program” described in this Agreement.

- 4.9 Objective.** The objective of the Sponsorship Signage Program is to express the willingness of both Parties to engage and raise funds for the purpose of capital improvements and repairs associated with soccer operations at Harmony Park and Lakeview Park by allowing GNWSA to sell space for and display sponsorship signage within Harmony Park and Lakeview Park.

Proceeds. All proceeds from the sale of sponsorship signage are to be placed within a designated fund controlled by GNWSA.

- A.** Signage should reflect positively on the TOWN’s community. No signage shall contain language, graphics, or imagery that could reasonably be considered offensive, misleading, or detrimental to the reputation of the TOWN or the community, and the TOWN reserves the right at any time and in its sole discretion to remove or prohibit any signage used under this Agreement.
- B.** The Parks and Recreation Department must be notified of all new sponsorship signage with a rendering of each sign prior to installation at Harmony Park and Lakeview Park.
- C.** GNWSA shall be responsible for the installation, repair, replacement, or removal of all sponsorship signage. GNWSA and the TOWN’s Parks and Recreation Director shall meet annually prior to the commencement of each Fall Season to discuss and plan capital improvements and potential funding sources related to this Agreement.
- D.** GNWSA shall provide a copy of their Annual Form 990 or 990-N as filed with the IRS to the TOWN upon request, not to exceed once per fiscal year. GNWSA shall provide banking documentation of the past twelve (12) months including deposits and bank statements each year at the date and time the parties meet pursuant to Section 4.9(C).

- 4.10 Events.** The TOWN and GNWSA agree and understand that there is a benefit in combining resources and participation in TOWN sponsored events. GNWSA agrees to work with the TOWN in the joint scheduling and promotion of TOWN events as reasonably practicable for both Parties.

5. RULES AND REGULATIONS / CLOSURE / PARKING

- 5.1 TOWN Regulations.** GNWSA understands and agrees that its use of Harmony Park and Lakeview Park shall be allowed only in accordance with the TOWN’s ordinances, guidelines and regulations, including but not limited to:

- A. Athletic Facility Rainout Procedures:** During questionable weather periods, field playability status will be posted on the TOWN’s rainout system by the TOWN’s Parks Superintendent and/or designee. Status will be available to the public by 12:00 p.m. weekdays, 7:30 a.m. on Saturdays and Sundays.
- B. Emergency Contact.** Emergency contact numbers shall be distributed to GNWSA designated officials prior to the start of the Regular Season by the TOWN.

- C. **Portable Lights.** GNWSA must provide the Town with a written request at least thirty (30) days prior to needing portable lights. Portable lights shall not stay turned on past 9:00 p.m., must be installed in locations designated by the TOWN, and must be scheduled to be removed one (1) day after each Regular Season is over. Vehicles are not allowed to drive into any park in order to drop off and install portable lights. The TOWN reserves the right to cancel the use of portable lights at any time for any reason. The TOWN shall grant field light access to the President of GNWSA only in order for him/her to turn on, off and/or turn lights on earlier than scheduled due to overcast weather at Harmony Park only. GNWSA shall follow the park operating hours listed in TOWN Code of Ordinance Sec. 1.08.061. The TOWN reserves the right to remove light accessibility from GNWSA at any time, for any reason, and in the TOWN's sole discretion.

- D. **Field Closure Policy and Procedure:** GNWSA shall cancel, delay, or postpone any games, tournaments, practices, scrimmages, camps, or other activities if severe weather conditions are present and/or when the TOWN notifies GNWSA that supplemental watering will be conducted. Notwithstanding the terms of this Agreement, the TOWN, in its sole discretion, retains the right to close any or all of Harmony Park and Lakeview Park. The TOWN's Park Superintendent and/or designee, at their sole discretion, may close Harmony Park and Lakeview Park and suspend play at any time if, in the TOWN's sole discretion, it is determined that continued use presents an unreasonable risk of injury to persons or damage to Harmony Park and/or Lakeview Park or the general health, safety, or welfare of the public.

- E. **Closures.** In addition to the foregoing, a portion of Harmony Park and Lakeview Park may be closed for repair, remodeling, overseeding, or other maintenance. In the event of closure for such maintenance, the TOWN shall timely notify GNWSA officials in order to minimize the impact on scheduling as much as reasonably possible. The TOWN also reserves the right to close all or a portion of Harmony Park and Lakeview Park during operational hours, and if resources are available, the TOWN may offer substitutions or alternatives for the use of Harmony Park and Lakeview Park, or offer replacement premises or facilities, or may forego fees owed under this Agreement during the period of closure when approved by the Town Manager.

5.2 **Parking.** During the term of this Agreement, the TOWN shall provide, but does not guarantee GNWSA with access to and use of both Harmony Park parking lots. The repair and maintenance of the Harmony Park parking lots shall remain the sole responsibility of the TOWN, except when damage is caused to the Harmony Park parking lots by GNWSA, or any person acting by, through, or under GNWSA.

6. **GNWSA USE OF TOWN PARK CONCESSION FACILITIES**

6.1 **Schedule.** GNWSA shall have the right to use the concession facilities at Harmony Park during the TOWN Approved Schedule. The TOWN shall also have the right to use the concession facility at any time during the term of this Agreement. If a conflict arises due to

limited concession facility availability the TOWN, at its sole discretion, shall determine which Party may use the concession facilities.

6.2 Sub-leasing Prohibited. GNWSA shall utilize the concession facilities only for the purpose of vending and/or sale of concessions, food, beverages, or merchandise. GNWSA is strictly prohibited from leasing or sub-leasing the concessions facilities, or operation of the concession facilities, or any TOWN facility located on Harmony Park and Lakeview Park without the prior written approval from the TOWN’s Director of Parks and Recreation.

6.3 As-Is Condition. GNWSA accepts use of Harmony Park and Lakeview Park on an “as-is, where is basis, with all faults” condition on the Effective Date of this Agreement and there shall be no obligation by the TOWN to make any other improvements to the concession stands and/or any other Harmony Park or Lakeview Park facilities. GNWSA shall not make any improvements or structural changes to any TOWN concession facility without written permission by the Director of Parks and Recreation.

GNWSA may operate the concession facility at Harmony Park during the Regular Season defined within this Agreement. GNWSA must follow all current Texas Department of State Health Services and local health department food establishment guidelines, and any other rules, regulations, and ordinances of the TOWN. GNWSA shall be responsible for the cleanliness of each concessions stand operated by GNWSA.

- A. The TOWN will supply water, electricity, and make the repairs to the concession stand when needed.
- B. All food items and drinks must be removed from the concession stand within ten (10) days after each Fall Season and Spring Season, including, but not limited to, removal from and cleaning of all refrigerator and freezer units.
- C. GNWSA will be responsible for hiring a third-party contractor to perform a “deep” clean inside the Harmony Park concession facility within (10) ten days after the end of the Fall Season and the Spring Season as described in this Agreement.
- D. Upon completion of all performed cleaning services by third-party contractor(s), a scheduled walk-through must be performed by the GNWSA President, or designee, and the TOWN’s Parks Superintendent, or designee, to determine compliance with this Agreement.

6.4 Food Service. The use of propane grills is permitted; however, Liquefied Petroleum “LP” gas containers in storage shall be located in a manner that minimizes exposure to excessive high temperature, physical damage, or tampering. LP-gas grills must be ten (10) feet from any building structure while being operated, and shall be operated in accordance with the TOWN’s Fire Codes.

7. GENERAL REQUIREMENTS APPLICABLE TO GNWSA USE OF TOWN PROPERTY

7.1 Immunity. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq., or other applicable law. It is expressly understood and agreed that in the execution of this Agreement, neither the TOWN nor

GNWSA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

7.2 Insurance. During the Term of this Agreement GNWSA shall obtain and maintain, at its sole expense, general liability insurance with the minimum amounts of \$1,000,000 Bodily Injury Liability and \$1,000,000 Property Damage Liability while naming the “Town of Trophy Club, a Texas home rule municipality” as an additional insured to protect against potential claims arising out of the GNWSA’s use of the Harmony Park and Lakeview Park and the facilities. GNWSA shall furnish TOWN with certificates of insurance evidencing its compliance with this Section at least ten (10) days prior to the commencement of the Initial Term of this Agreement and every Renewal Term thereafter. Nothing contained in this Agreement shall be construed to grant any third-party rights or as a waiver of any governmental and/or public purpose of the operation or use of all or a portion of Harmony Park and Lakeview Park.

7.3 Restrictions. Neither the Town nor GNWSA shall display any Sponsor logo, mark, sign, banner, or other visual display, or print, publish, or distribute any written or visual material provided by or on behalf of Sponsor, that contains: a comparative or qualitative description of Sponsor’s product or business; price information or any other indications of savings or value about Sponsor’s product or business; any message that otherwise endorses Sponsor’s product or induces one to purchase or use Sponsor’s product; or any message that causes Sponsor’s payments to not be treated as “qualified sponsorship payments” as that term is defined in Section 513(i) of the Internal Revenue Code and related regulations.

For the purposes of this Agreement, “Sponsor” means any individual, corporation, partnership, association, or other legal entity that provides financial or in-kind support, consideration, or contribution to the TOWN or GNWSA in exchange for recognition, acknowledgement, or promotional benefits, whether through signage, printed materials, digital media, or other forms of display.

7.4 Indemnification. GNWSA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TOWN OF TROPHY CLUB, IT’S TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND THE TOWN FROM AND AGAINST ANY AND ALL LIABILITY, LOSS OR DAMAGE (INCLUDING INJURY, DEATH, OR DAMAGE TO PERSON AND PROPERTY) DIRECTLY OR INDIRECTLY ASSOCIATED WITH ANY CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, JUDGEMENTS, COSTS, EXPENSES AND ATTORNEY’S FEES (“CLAIMS”) THAT RESULT FROM, ARISE OUT OF, OR RELATE TO: (1) GNWSA’S BREACH OF THIS AGREEMENT; (2) THE PROVISION OF GOODS, SERVICES, OR EQUIPMENT BY GNWSA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES UNDER THIS AGREEMENT; OR (3) THE TOWN’S OR GNWSA’S USE UNDER THIS

AGREEMENT OF THE GNWSA'S OR A SPONSOR'S NAME, LOGOS, AND/OR MARKS, INCLUDING ANY ACTUAL OR ALLEGED INFRINGEMENT OR VIOLATION BY GNWSA'S OR A SPONSOR'S NAME, LOGOS, OR MARKS OF ANY THIRD-PARTY'S INTELLECTUAL PROPERTY OR OTHER RIGHTS. THIS PARAGRAPH (7.4) SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

- 7.5 Limitation of Liability.** To the maximum extent permitted by law, in no event will the TOWN or GNWSA be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of or relate in any way to this Agreement, or their performance, or the sponsorship under this Agreement. This exclusion will apply regardless of the legal theory on which any claim for such damages is based, whether the TOWN or GNWSA had been advised of the possibility of such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail of its essential purpose.
- 7.6 Conflict.** If the TOWN, GNWSA, or a member thereof signs any document provided by the Sponsor (including, but not limited to, an order form, invoice, pricing list, or agreement), the terms of this Agreement shall govern and control in the event of a conflict between the documents provided by the Sponsor and the terms of this Agreement. In addition, any limitation of liability, defense, indemnification, or hold harmless provision of such Sponsor document shall be void and have no force or effect.
- 7.7 No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters and disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third-person or entity, notwithstanding the fact that such third-person or entity may be in a contractual relationship with the TOWN or GNWSA or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third-person or entity from obligations owing by them to either the TOWN or GNWSA. This Agreement shall not create any third-party beneficiaries.
- 7.8 Notice.** Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to GNWSA:

President, GNWSA
1224 N. HWY 377, Suite 303
PMB 141
Roanoke, Texas 76262

If to TOWN:

Town of Trophy Club
Attn: Director of Parks and Recreation

1 Trophy Wood Drive
Trophy Club, Texas 76262

- 7.9 Claims Against Parties.** Each Party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of its use or occupation of Harmony Park and Lakeview Park. It is expressly understood and agreed that in the execution of this Agreement, neither the TOWN nor GNWSA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- 7.10 Entire Agreement.** This Agreement represents the entire and integrated agreement of the parties hereto, and supersedes all prior negotiations, representations, or agreements, either oral or written. There are no oral agreements that are not fully contained within this Agreement. This Agreement may be amended only by written agreement signed by both TOWN and GNWSA.
- 7.11 Severability.** In case any one or more of the provisions contained herein shall for any reason be held by a court with jurisdiction over this Agreement to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalidity, illegality, or unenforceable provision had never been contained herein.
- 7.12 Authority:** The undersigned officers and/or agents are authorized to execute this Agreement on behalf of the Parties hereto, and each Party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- 7.13 Defective Conditions.** GNWSA shall promptly report in writing to the TOWN any defects or dangerous conditions, including any vandalism or criminal activity, it discovers on or concerning Harmony Park and Lakeview Park or other TOWN property and, to the extent applicable, shall cease any such use until such defect or condition is repaired or cured.

8. TERMINATION

- 8.1 Termination for Cause.** Upon the occurrence of any one or more of the following events, the TOWN in its sole discretion may elect to terminate this Agreement upon ten (10) days' written notice of default to GNWSA:
- A.** GNWSA fails to maintain a TOWN of Trophy Club resident in at least one (1) of the following Executive Board Member positions: President, Vice-President, Secretary, Treasurer, Registrar, or Appeals and Discipline Director, or any position later defined as an Executive Board Member position by the GNWSA bylaws; and GNWSA fails to take action to appoint a Trophy Club resident to at least one (1) of the Executive Board Member positions within fifteen (15) days after the date upon which none of the required positions are held by a Trophy Club resident.
 - B.** GNWSA defaults by failing to timely remit payment to TOWN in accordance with the provisions of this Agreement or otherwise defaults upon any one or more of its obligations under this Agreement, and GNWSA has failed to remedy such default within ten (10) days of the date of TOWN's written notice of default to GNWSA.

- 8.2 Termination Without Cause.** Either Party may terminate this Agreement with or without

cause, by giving sixty (60) days prior written notice of the date of termination to the other Party. Upon termination, all permanent improvements shall remain the property of TOWN and all personal property shall remain the property of the Party paying for such personal property. Removal of personal property or improvements shall be subject to the terms contained herein. However, all personal property and improvements remaining on Harmony Park and/or Lakeview Park property for sixty (60) days after the date of termination of this Agreement shall become the personal property and improvements of the TOWN.

9. **REMEDIES AND PENALTIES**

9.1 **Remedies.** No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

9.2 **Damages.** In addition to all other rights and remedies of the TOWN under the terms of this Agreement and the Town's Code of Ordinances, GNWSA shall be wholly responsible for a violation of any of the terms or conditions of this Agreement, or the Town's Code of Ordinances when such violation results in damage to the TOWN property or facilities, or to any person. GNWSA shall pay the actual cost of the repair of such damage and shall pay the direct costs of the TOWN per hour for each TOWN staff person utilized to make the repair. Further, in the event that participants, guests, or spectators at a GNWSA scheduled activity engage in any act or behavior, whether intentional or negligent, that causes or results in damage to the TOWN property, GNWSA shall notify the TOWN of the act or behavior within no less than twenty-four hours (24) and provide the TOWN with sufficient information to charge the participant, guest, or spectator for the actual cost of the repair of such damage, which will include, but is not limited to, the direct costs of the TOWN per hour for each TOWN staff person utilized to make the repair.

9.3 **Non-Compliance by TOWN.** In the event, that GNWSA has a claim that the TOWN is not performing its obligations under this Agreement, GNWSA shall provide written notice to the TOWN's Director of Parks and Recreation in accordance with Section 7.8 above, specifically stating the items(s) of non-compliance. The TOWN's Director of Parks and Recreation shall have ten (10) calendar days to cure the alleged non-compliance. If the alleged non-compliance is not cured within ten (10) calendar days, GNWSA may provide written notice to the Town Manager or designee. The decision of the Town Manager shall be final and unappealable.

10. **Applicable Law and Venue.** This Agreement is governed by and construed in accordance the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas, or of any other state or country. The obligations of the parties to this Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.

11. **Non-Assignment.** GNWSA shall not assign, sublet, subcontract or transfer all or a portion of its rights or obligations under this Agreement without the prior written approval of the TOWN. In the event of an assignment by GNWSA to which the TOWN has consented, the assignee or the assignee's legal representative shall agree in writing with the TOWN to

personally assume, perform, and be bound by all covenants, obligations, and agreements contained in this Agreement.

12. GENERAL REQUIREMENTS.

12.1 **Financials.** GNWSA shall provide the Sponsorship Program financials to the TOWN annually, before the commencement of the Fall season. This requirement shall survive the termination and/or expiration of this Agreement.

12.2 **Reports.** On or before the twenty-first (21st) day following the commencement of the Spring Season and the Fall Season, respectively, GNWSA shall provide a written report identifying the total number of GNWSA registered players, the city of residence for each player, and the associated age division for each player. If not received by the deadline, the TOWN shall notify GNWSA with a 30-day warning, after which the TOWN may deny access to fields and concessions until documentation is received by TOWN. Additionally, all soccer fields at Harmony Park and Lakeview Park will not be available for practice or games until all appropriate documentation has been submitted by GNWSA to TOWN.

12.3 **Board Members.** On or before the twenty-first (21st) day following the commencement of the Spring Season and the Fall Season, GNWSA shall provide a list of the names and city of residence for each GNWSA board member. At least one Executive Board Member position: President, Vice-President, Secretary, Treasurer, Registrar, or Appeals and Discipline Director, or any position later defined as an Executive Board Member by the GNWSA bylaws must reside in the TOWN.

12.4 **Background Checks.** GNWSA shall require that each person over the age of seventeen (17) volunteering or otherwise serving as an Executive Board Member, head coach, assistant coach, team manager, and in any other capacity associated with GNWSA pass a criminal background check. Additionally, GNWSA shall only use adult referees that are certified by North Texas State Soccer Association, or are otherwise directly registered and approved as GNWSA Board Members or Team Officials. GNWSA approved standards for successful completion of a criminal background check shall be provided to the TOWN, and any person failing to meet such standards shall not be allowed to volunteer, serve, or otherwise be associated with GNWSA in any manner or capacity. GNWSA shall provide written confirmation to the TOWN that all volunteers, coaches, and referees have successfully passed a criminal background check.

12.5 Use of Harmony Park and Lakeview Park facilities is expressly conditioned on satisfaction of the following requirements each Fall Season and Spring Season: GNWSA shall provide the TOWN with a written certification stating that all coaches, managers, officials, concessionaires, designated representatives, and Executive Board Members to be utilized by GNWSA for that season have successfully undergone and passed a criminal background and sex offenders registry check. All such checks shall be conducted using standards and screening criteria satisfactory to the TOWN. The certification shall be truthful, complete, and delivered to the TOWN prior to the commencement of each season. The inclusion of any volunteer or other person listed above on an active, official registration roster for referees or teams will be accepted as GNWSA's certification meeting this requirement.

12.6 Each Board Member and all volunteers shall sign a statement agreeing to release, absolve, indemnify, and hold harmless the TOWN, its agents, servants, employees, officials, and supervisors, in the event of any accident, injury, or death sustained by the participant while

being transported to or from an activity, or while participating in an activity. Forms must be available for review by the TOWN prior to the start of official practices each season.

- 12.7 Gift to Public Servant.** The TOWN may terminate the Agreement immediately without notice, if GNWSA has offered, or agreed to confer any benefit upon a TOWN employee or official that the TOWN employee or official is prohibited by law from accepting.
- 12.8 Texas Public Information Act.** Notwithstanding any other provision to the contrary in the Agreement, all information, documents, and communications relating to the Agreement shall be subject to the Texas Public Information Act (“Act”) and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.
- 12.9 Rights Retained.** The TOWN expressly reserves its legislative and municipal police power in accordance with the laws of the State of Texas and the TOWN’s Charter. Notwithstanding any other provision to the contrary in the Agreement, the Parties hereby acknowledge and agree that to the extent a court of competent jurisdiction determines that the TOWN’s immunity from suit or claims is waived in any manner, this Agreement shall be subject to the provisions of Subchapter I of Chapter 271, Texas Local Gov’t Code, as amended.
- 12.10 Additional Verifications.** To the extent required by Texas law, GNWSA verifies that: 1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and 2271.001, and it will not boycott Israel during the term of the Agreement; (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.
- 12.11 Ethics Disclosure.** To the extent required by Texas law, GNWSA represents that it has completed a Texas Ethics Commission (the “TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Gov’t Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the TOWN and the contract identification number, the TOWN is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by GNWSA and the TOWN has not verified such information.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the last date below (the “Effective Date”).

TROPHY CLUB SOCCER ASSOCIATION, A TEXAS NON-PROFIT CORPORATION, D\B\A THE GREATER NORTHWEST SOCCER ASSOCIATION (GNWSA)

By: _____
Matt Tibbits, President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2026, by **Matt Tibbits, President of the TROPHY CLUB SOCCER ASSOCIATION, A TEXAS NON-PROFIT CORPORATION, D\B\A THE GREATER NORTHWEST SOCCER ASSOCIATION**, in his official capacity on behalf of such corporation.

[seal]

Notary Public in and for the State of Texas

TOWN OF TROPHY CLUB, TEXAS

By: _____
Brandon Wright, Town Manager

ATTEST

By: _____
Tammy Dixon, Town Secretary

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 2026, by **Brandon Wright, Town Manager of the TOWN OF TROPHY CLUB, TEXAS**, a home rule municipal corporation, in his official capacity on behalf of such corporation.

[seal]

Notary Public in and for the State of Texas

EXHIBIT A

(TOWN FIELDS & FACILITIES TO BE USED BY GNWSA)

HARMONY PARK

Fields #1-10

Concession Stand Equipment Shed

Parking lot #1

Parking lot #2

LAKEVIEW PARK

Fields #1-13