

**Use Agreement  
Albert Haller Playfields**

Parties. This Agreement is between Sequim Family Advocates (SFA) and \_\_\_\_\_.

Purpose. The purpose of this Agreement is to establish terms of use for the Albert Haller Playfields (Playfields). By contractual agreement with the City of Sequim (City), SFA has scheduling authority for use of the Playfields by athletic teams/organizations. SFA's goal is to keep the Playfields safe, clean, and playable for all users.

Terms. To achieve this stated goal, your team/organization must agree to the following terms of use for the Playfields. Your team/organization shall:

1. Obey all posted City regulations for the Playfields.
2. Remove all garbage you generate during your use of the Playfields.
3. Not cause undue wear and tear on the Playfields beyond what is normally expected of accepted athletic activities.
4. Not damage any Playfields-associated infrastructure (e.g., kiosk, parking lot, Albert Haller sign, sprinkler heads, irrigation system, etc.).
5. Stay off fields posted as "closed." (Note: as field conditions dictate, SFA and/or the City may need to rotate use of the fields and temporarily close some fields).
6. Provide to SFA proof of insurance for commercial general liability in the amount of \$1,000,000.

Corrective Actions. If your team/organization causes damage to the Playfields or associated infrastructure, you must: 1) contact SFA to report the damage within 24 hours, 2) meet with a representative of SFA to determine necessary repairs, and 3) take monetary responsibility for repairing the damage. If SFA determines your team/organization is out of compliance with the stated terms, you must meet with SFA to establish corrective actions and/or establish mutually agreeable conditions under which you shall be allowed to continue using the Playfields.

Severability. Failure to adhere to the stated terms and corrective actions of this Agreement shall be grounds for Sequim Family Advocates to sever this Agreement and ban your team/organization from scheduling future use of the Albert Haller Playfields.

Entire Agreement. This agreement contains all the terms agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties.

Duration. The parties agree that Playfield use shall be operated under this Agreement for the period from \_\_\_\_\_ to \_\_\_\_\_, so long as Sequim Family Advocates determines that \_\_\_\_\_ is in compliance with the above stated terms and corrective actions.

Signatures. Each party agrees that the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the parties indicated.

|                             |      |                                   |      |
|-----------------------------|------|-----------------------------------|------|
| Signature team/organization | Date | Signature Sequim Family Advocates | Date |
|-----------------------------|------|-----------------------------------|------|

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| Print team/organization | Date | Print Sequim Family Advocates | Date |
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