

4-16-16

Scope of Services and Responsibilities of BCM

Marketing

- Although the OWNER may help out with any promotion of the league/tournaments, they should not be the sole instrument in recruiting teams/players.
- BCM must promote the league to the best of its ability so that the league/tournaments are economically viable.

Payments

- All monies taken for registration will be received by BCM.
- Gate fees will be controlled by City employees. BCM may provide an employee to assist with gate procedures. It is understood that the umpires, and trophies are paid using gate fees. Once umpires, and if applicable; trophies are paid for, the remaining gate fees will be recorded and divided evenly between the OWNER and BCM.
- BCM is expected to practice good accounting methods and share with the OWNER any information in regards to it at their request.
- City employees (gate workers) will be provided a method such as tickets to give each paying spectator and storing the duplicate ticket for accountability at the end of each night. Each paying spectator will also receive a unique hand stamp in order to come and go as they choose for that particular day.

Scheduling

- All game schedules will be created by BCM. Any changes to the schedule once posted must be clearly communicated to the OWNER as well as league/tournament participants.
- Rain outs will be the decision of BCM, and make up scheduling must be clearly communicated to the OWNER, Concession Stand Manager, as well as league/tournament participants.

Park Policies

- All Park Policies must be enforced by employees of BCM.
- Any amendments to Park Policies must be addressed with the OWNER before execution.

Cleanliness of the Park

- At the conclusion of each game day, all 8 playing fields, dugouts, and bleacher areas must be reasonably clean. (Free of trash, and debris that accumulated during game play)
- The North Umpire/office rooms are the responsibility of BCM.
- All equipment must be secured prior to vacating the ball park.

Staffing

- During game days, fields will be staffed adequately
- All staff and volunteers will undergo annual background checks.

Terms and Conditions of Agreement

1. **Definitions:** The term OWNER as used herein refers to the City of Choctaw, OK. The term BCM as used herein refers to Brian Crawford Memorial, its employees and agents, also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Brian Crawford Memorial pursuant of the AGREEMENT.
2. **Changes:** OWNER, without invalidating the AGREEMENT, may order changes within the general scope of the work required by the AGREEMENT by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in BCM's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **Termination:** The obligation to provide services under this AGREEMENT may be terminated by either party upon 30 days written notice.
4. **Insurance:** Comprehensive General (Public) Liability or its equivalent, including \$500,000 each person, \$1,000,000 each occurrence, and property damage \$250,000 per occurrence or \$1,000,000 combined single limit for bodily injury and property damage. On all insurance required, selected organization shall be required to name the City and their officers and employees as additional insured.
5. **Subcontracts:** If, for any reason, at any time during the progress of providing services, OWNER determines that any subcontractor for BCM is incompetent or undesirable, OWNER will notify BCM accordingly and BCM shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and OWNER.
6. **(Amendment) Payment:** By the last day of the month (March – November) payment will be received from BCM to the OWNER. The OWNER and BCM mutually desire the purchase of a utility cart for use at the complex. BCM will purchase a utility vehicle for use at the complex and will be reimbursed for this purchase from payments until the initial expense is recovered. BCM will identify payment against equipment cost provided to the OWNER. Thereafter, the scheduled fees will be paid out on a monthly basis to the OWNER in accordance with agreed fees of \$10.00 per league scheduled games for that month, and \$5.00 per tournament scheduled game played for that month, and the 50% of gate fee after umpire and trophy fees have been subtracted.

If BCM fails to make payment due for what it owes to the OWNER by the due date, a \$25 penalty per day will be assessed on top of what is owed until full payment is received. In the event the 2016 contractual agreement between BCM and OWNER is cancelled, OWNER agrees to make payment for the remaining balance of equipment cost within 30 days.
7. **Sponsorship** – PC shall solicit sponsors for the Bouse Sports Complex.
8. **Vendor** – BCM shall have the right to sell non-concession items at Bouse Sports Complex. (T-shirts, Hats, Trading Pins, Necklaces, Bracelets, Photographs, etc...)

9. **Sponsorship** – BCM may solicit sponsors for the Bouse Sports Complex.

- a. For the \$500.00 Fence Banner Sponsorship, BCM will retain 30% for the Sponsorship fee whereas the Owner will receive 70% of the Sponsorship fee.
- b. For the \$5,000.00 field Sponsorship (10 year commitment, \$5,000.00 per year for a total of \$50,000.00) BCM will retain 10% of the overall sponsorship fee whereas the Owner will receive 90% of the overall sponsorship fee.
- c. BCM is not allowed to change the price of the \$500.00 banner sponsorship, and \$5,000.00 a year for 10 years, field sponsorship whatsoever.
- d. All other sponsorships that BCM creates and solicits for other than the \$500.00 fence banner sponsorship, or the \$5,000.00 field sponsorship will be subject to the following split: BCM will receive 30% of the sponsorship fee, and Owner will receive 70% of the sponsorship fee.
- e. Sponsorships are on a one (1) year contractual agreement. Any subsequent years that the sponsor's contract continues, the agreement of the percentage split of the sponsorship fees between Owner and BCM will still apply as long as BCM is still the League/Tournament provider for Bouse Sports Complex.

Neither OWNER nor BCM shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT.

Agreement for Professional Services

This Agreement is entered into by the City of Choctaw, OK hereinafter called "OWNER" and Brian Crawford Memorial hereinafter called "BCM". In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **Employment of BCM:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ BCM; BCM agrees to perform professional services – To provide Baseball/Softball Leagues and Tournaments. BCM agrees to pay OWNER a compensation for use of our facility.
- II. **Scope of Services:** BCM shall render professional services in providing Baseball/Softball Leagues and Tournaments as set forth in the attachment "Scope of Services and Responsibilities".
- III. **Compensation:** BCM agrees to pay OWNER for use of Bouse Sports Complex and its eight (8) baseball/softball fields to provide leagues and tournaments. The scheduled fee to be paid out on a monthly basis to the OWNER in accordance in the agreed upon fee of \$10.00 a scheduled league games for that month, and \$5.00 a scheduled tournament game for that month.
- IV. **Terms and Conditions of Agreement:** The Terms and Conditions of this Agreement as set forth as Attachment "Terms and Conditions Agreement" shall govern the relationship between the OWNER and BCM.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and BCM, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and BCM and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and BCM and supersedes all prior written or oral understandings.

(Amendment) This AGREEMENT will expire December 31st, 2016. The AGREEMENT after this will be on a yearly basis.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, they have executed this AGREEMENT, the 6th day of April, 2016.

ATTEST:



ATTEST:

City of Choctaw, OK
(OWNER)

By: Randy Ross

Randy Ross, Mayor
Print or Type Name and Title

Brian Crawford Memorial
(BCM)

By: Hal R. G.

Print or Type Name and Title