

ATHLETICS FIELD/BATTING CAGE USE AGREEMENT

THIS ATHLETICS FIELD USE AGREEMENT (the “Agreement”) is made and entered into (the “Effective Date”) by and between Huffman Sports Association, (the “Association”) and _____ (“User”). Association and User are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Association owns and controls property, located at 2100 Wolf Rd Huffman, Texas 77336, which is a common element used primarily for the exclusive use of the Association’s membership as an athletic field (the “Field”); and

WHEREAS, the Association is empowered pursuant to the Declaration and the Act to govern, control, and manage the Field, and charge reasonable use fees for the Field for persons, entities, or organizations that are not of the Association.

WHEREAS User wishes to use the Field to conduct and operate a Baseball/Softball (insert name of sport) league for any and all practices, and any other permitted use of the Field contemplated herein (hereinafter collectively referred to as an “Event”), pursuant to the terms and conditions of this Agreement.

WHEREAS the Board of Directors (the “Board”) for the Association has determined that it is in the best interests of the Association to allow User to use the Field for the purposes stated herein and pursuant to the terms and conditions of this Agreement; and

WHEREAS the Association and User desire to enter into this Agreement to define the Parties’ rights and obligations in connection with the User’s utilization of the Field.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Parties represent and warrant that the foregoing Recitals are true and correct and are incorporated as if fully set forth herein.
2. **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for User's utilization of the Field during the Field Schedule Times (the "Term") pursuant to a form to be filled out by User attached hereto as Exhibit "A," which is hereby incorporated as if fully set forth herein.
3. **Deviations in Term.** Subject to any changes to the Term due to inclement weather or Act of God, as set forth in Paragraph 6 herein, there shall be no deviations in the Term whatsoever, unless User gives the Association reasonable written notice of a proposed change in the Term, and the Board agrees, in writing, to such change(s) to the Term. The Board may accept or deny the proposed change in the Term in its sole discretion. Electronic mail correspondence or email communications shall be an acceptable form of writing as contemplated in this Paragraph.
4. **Field Usage Policy.** The league has all priority of the fields. The User has read and understood the Huffman Sports Association Organized Field Usage Policy and is hereby incorporated as if fully set forth herein. The User acknowledges that by entering into this Agreement, User agrees to abide by all terms and conditions of the Field Usage Policy. User further acknowledges that User shall use its best efforts to provide, educate, implement, or otherwise enforce the Field Usage Policy as it pertains to all employees, coaches, officials, managers, equipment personnel, players, participants, spectators, and other persons in the Event sponsored, conducted, or otherwise operated by User at the Field. Pursuant to the termination provisions herein, User understands that the Association reserves the right to suspend or terminate any Event if the Field Usage Policy is not followed by User, its employees, coaches, officials, managers, equipment personnel, players, participants, spectators, and other persons affiliated with the Events operated or sponsored by User. Any and all references to "this Agreement" shall mean and include both the terms and conditions stated herein, and the Field Usage Policy, as may be amended from time to time by the Association. Shall be with no exceptions: No firearms, Alcohol, Drugs, or Smoking on fields. There is a designated area for smokers. No climbing on or over any fence. No hitting into any fences. NO METAL CLEATS on portable mounds. Prep field after completion of practice, rake around bases. Leave the field the same or better as when you got there. If you have any issues with the field, please let HSA know as soon as possible.

5. **Safety.** User shall be solely responsible for the safety of all persons entering the Field, including, but not limited to, players, spectators, officials, employees, pedestrians, and all other persons on the Field during the Events sponsored or operated by User at the Field throughout the Term of this Agreement. User shall use its best judgment to ensure that no unreasonable risk of harm or danger is created to all persons on the Field during the Events, including, without limitation, clearing the Field due to lighting, inclement weather conditions, or Act of God beyond the control of the Parties.

6. **Cancellation; Rescheduling Beyond the Control of the Parties.** In the event of cancellation of an Event by either Party due to inclement weather, or due to any Act of God beyond the control of either Party, in which the performance or operation of the Event would be dangerous, impractical, or otherwise impossible, the Association may select one (1) of the following options: (a) issue a refund to the User in the amount of the fees attributable to the cancelled Event; or (b) negotiate with User to reschedule the Event at the earliest possible date based on the availability of the Field, and apply any fees paid by User for the cancelled Event to the rescheduled Event.

7. **Clean Up.** User and its employees shall use the Field in a safe, careful, and lawful manner. After each Event, User shall use its best efforts to ensure that the Field remains in the same condition or better as it was at the beginning of such Event, and shall be solely responsible, at its own cost and expense, for the removal of property, equipment, trash, and any other debris on the Field to the satisfaction of the Association. If the User fails to clean up the Field after each Event to the satisfaction of the Association, the Association may, at any time withdrawal agreement contract and not allow User back on the field.

8. **Damages.** User shall be solely responsible for any damages to the Field caused by the User, its employees, coaches, officials, managers, equipment personnel, players, participants, spectators, and other persons in the Event sponsored, conducted, or otherwise operated by the User at the Field.

9. **No Lease; Reservation of Rights.** This Agreement is solely an agreement between the Parties permitting the User to use the Field as herein provided. No possessory rights are granted to the User and in no event shall this Agreement be deemed to be a lease between the Association and User. Notwithstanding anything to the contrary contained herein, the Association reserves the right to control the Field, to enforce all of its rules or regulations regarding the Field, and to inspect the Field during the User's Events, without unreasonably interfering with the Event or User, its employees, guests, participants, patrons or invitees. The Association shall further, without any liability to the User, have the right, but not the duty, to eject any person from the Field for violation of any law, and/or any rule, regulation, or policy of the Association.

10. Indemnification. To the fullest extent permitted by applicable law, User agrees to indemnify, defend, and hold harmless the Association, its agents, employees, representatives, officers, directors, insurers, attorneys, and managers (collectively, the “Indemnified Parties”), from and against all claims, demands, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys’ fees of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever, including, without limitation, claims for injuries to or death of any person, or damages to or loss of any property, of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from User’s utilization of the Field under this Agreement (collectively, the “Liabilities”). The User agrees to be responsible for the conduct and control of both patrons and participants, and for any damages or injuries incurred by them, or caused by them arising from the User’s utilization of the Field under this Agreement.

11. Default. The following shall constitute an event of default by the User under this Agreement (“Event of Default”):

- (a) User fails to timely remit any and all fees to the Association required to be paid hereunder.
- (b) User fails to observe, keep, or otherwise perform any other provisions of this Agreement, including the Field Usage Policy.

12. Remedies. Upon the occurrence of an Event of Default hereunder, the Association shall have the right to exercise any one or more of the following remedies, concurrently or separately:

- (a) The Association may terminate this Agreement.
- (b) The Association may pursue any other right or remedy available at law or in equity, including damages for the failure by the User to fulfil its obligations under this Agreement.

13. No Warranties. The Association does not warrant or represent that the Field/Batting Cages is safe, healthful, or suitable for the purposes for which it is permitted to be used under the terms of this Agreement.

14. Cost. \$100.00 = one (1) 2-hour a day practice either on assigned field or in batting cage. Fees are due the day you book scheduled practice. Send payments via Venmo @HuffmanSports-Association, please do not give cash to anyone. If payment not received, lights will not be turned on for that field. Multiple days a week on specified fields by the same team may be approved or denied with additional fees, by the “Board” depending on availability. Any broken or stolen field equipment to be found guilty of the User will be billed accordingly. Tournaments can be talked about with HSA.

15. **Field Practice.** The Association has league starting approximately the 2nd to last week of January 2026 and will end the last week of July 2026. During this time NO fields will be available for persons, entities, or organizations Monday through Saturday. Sundays will be the only day available. There are certain circumstances when the Association will not be using the fields for a week, and only on advance notice from an organization, they will be allowed to use the fields. There are 2 time slots for each field/batting cage. Slot 1: 5:00-7:00pm, Slot 2: 7:00-9:00pm. Times may be adjusted depending on how many teams are on the same field.

16. **Lights.** Lights are only to be turned on by the Association. If any persons, entities, or organizations of any kind turn on lights by any means of using anything to reach through gates, climb over/under gates, or anyway to turn on lights, that team will be asked to leave our ballpark and all rights and agreements will be revoked. Lights will be shut off at 9:30pm Monday-Friday. No lights will be turned on Saturday or Sunday unless notified to the Association a week in advance.

No possessory rights are granted to the User and in no event shall this Agreement be deemed to be a lease between the Association and User. The league has all priority of the fields. Upon the occurrence of an Event of Default hereunder, the Association shall have the right to exercise any one or more of the following remedies, concurrently or separately:

(a) The Association may terminate this Agreement at any time if Organization does not hold up to their part of Agreement.

(b) The Association may pursue any other right or remedy available at law or in equity, including damages for the failure by the User to fulfil its obligations under this Agreement.

Agreement to be executed by signature by both Association and User.

****NO METAL CLEATS ON ANY TURF** Including portable pitching mounds**

Huffman Sports Association

President Signature: _____

Print: _____

Date: _____

User Organization Manager

Manager Signature: _____

Print: _____

Date: _____

FIELD/BATTING CAGE SCHEDULE REQUEST

Team/Organization Name:

Age of team: _____

Manager/Coach Name & Phone Number:

Please circle your Request

Practice Day(s): Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday.

Field: Raven, Moran, Brown, Unroe, Moore, Danaher, Kyle, Sparks.

Time Slot: Slot 1: 5:00-7:00pm, or Slot 2: 7:00-9:00pm.

****NO METAL CLEATS ON ANY TURF** Including portable pitching mounds**

Field/Batting Cage Fees:

\$100.00 / 2-hour practice per field/batting cage.

Total amount due the day booked for practice.

Manager Signature: _____

Manager Print Name: _____

Date: _____

Board Approval Signature & Date: _____