

*Columbia County Board of Commissioners
Contract Number 2021-2134
Athletic Field and Park Usage Agreement - GA Bulls Soccer Club*

STATE OF GEORGIA
COUNTY OF COLUMBIA

ATHLETIC FIELD AND PARK USAGE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on October 5, 2021 between Columbia County, Georgia, (“Lessor”) a political subdivision of the State of Georgia, by and between GA Bulls Soccer Club, LLC (“Lessee”).

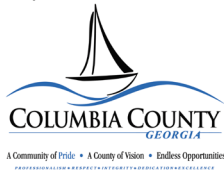
1. **PREMISES LEASED AND TERM:** Lessor does hereby rent and lease to the Lessee the athletic field space at various Columbia County Park Facilities (the “Premises”) for a term commencing on the date hereof and terminating on June 30, 2022. The Agreement shall have the option to renew for a term of one year, beginning at the end of the initial term, for a second term of one year, beginning at the end of the first renewal term, for a third term of one year, beginning at the end of the second renewal term, and for a fourth term, beginning at the end of the third renewal term.
2. **LESSOR’S RIGHT TO TERMINATE:** Notwithstanding anything to the contrary set forth herein, Lessor shall have the right to terminate this Lease at any time by providing Lessee with thirty (30) days prior written notice of such termination.
3. **RESPONSIBILITIES OF GA BULLS SOCCER CLUB, LLC (BSC):**

BSC will be responsible for, but not limited to, the following:

- A. Submitting detailed rosters of all Columbia County based BSC teams to the Columbia County Parks, Recreation, & Events Department (CCPRE) on an annual basis with the Fall roster and payment due December 1, 2021 and the Spring roster and payment due June 1, 2022. All rosters must include the name and address of each player.
- B. Collecting a \$40 fee per season (spring/fall) from each player listed on a roster residing in Columbia County, GA and an \$80 fee per season (spring/fall) for each player not residing in Columbia County, GA and directly paying to CCPRE. This fee covers field and light usage for the season (July -June) for practices and games. All scheduled field use must be requested in writing and approved by CCPRE.
- C. Compensating CCPRE for the approved hourly rates for all other field use beyond the scope of this agreement, which includes "Junior Academy," tournaments, camps, clinics, school of excellence, and other Bulls sponsored programs.

Soccer Fields	
25x45 yards (U6/U8)	\$20/hour
40x60 yards (U10)	\$20/hour
60x80 yards (U12)	\$25/hour
75x120 yards (Full Size)	\$40/hour
Blanchard Woods Stadium	\$100/hour

- Note: Lights are \$20/hour in addition to the field hourly rental rates.
- D. Submitting a schedule each season to CCPRE detailing BSC activities on fields for which it is allocated.
 - E. Promoting the compliance of all park rules and regulations to its players, parents, coaches, and staff.



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- F. Maintaining, at its expense for the term of this agreement, General Liability Insurance in the amount of \$2,000,000 per occurrence, which lists Columbia County Board of Commissioners as "additionally insured." Columbia County will need to collect current Certificate of Insurance, as well as, "additionally insured" and "30 day cancellation" endorsements. See Section 10: Insurance.
- G. Agreeing to not sub-lease or grant use of fields for which it is allocated to any other organization.
- H. Continuing to work with CCPRE to attract, promote, and host state, regional, and national soccer tournaments in Columbia County.
- I. A staff member from the Columbia County Parks, Recreation, and Events will serve as a non-voting member of the BSC Board.
- J. Will submit their year-end tax filings to CCPRE by May 1st.

4. RESPONSIBILITIES OF COLUMBIA COUNTY PARKS, RECREATION, & EVENTS DEPARTMENT:

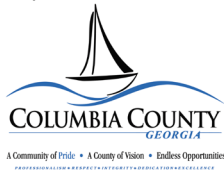
CCPRE will be responsible for providing the following:

- A. Field space for BSC activities at various Columbia County Parks provided that:
 - It does not conflict with the spring and fall CCPRE youth soccer programs. During these times, CCPRE will arrange fields at Patriots Park, Lakeside Park, Blanchard Woods Park, Blanchard Park, and/or Riverside Parks for BSC use.
 - There are no other scheduled CCPRE events or activities at Blanchard Woods Park.
 - Fields are not closed due to maintenance, weather, or other reasons.
- B. General field maintenance, painting, and set up, as needed.
- C. Approve field requests and allocate all BSC use.
- D. Set field lights based upon approved schedule allocations.
- E. Support for BCS to attract, promote, and host state, regional, and national soccer tournaments in Columbia County.

5. Lessee shall pay Lessor the sum of the total number of field rentals used plus all applicable light fees. Payments shall be made payable to Columbia County Recreation Department, and mailed to:

Columbia County Board of Commissioners
Attn: Parks, Recreation, & Events
PO Box 498
Evans, GA 30809

6. USE OF PREMISES: The Premises shall be used as Lessee's Athletic Field and Park Usage Agreement and for no other purpose unless approved of by Lessor in writing. The Premises shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body. Lessee acknowledges and agrees that they will comply with the terms of the Lease and with all federal, state, local laws, or environmental statutes, regulations, or ordinances. Lessee will indemnify and hold Lessor harmless against any damages, losses or claims (including attorney's fees) which may arise out of Lessee's failure to comply with this paragraph.



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7. **DEFAULT:** Should the Lessee default in performance of any of his obligations, including payment of rent when due, and fail to cure such default within five (5) days after having been given written demand therefore by Lessor, Lessor may, at its option, declare this Lease terminated and re-enter and take possession of the Premises without any legal proceedings and thereby cancel the Lease. The rights of the Lessor under this paragraph shall be cumulative and shall not be restrictive of any other rights under the law. Failure on the part of the Lessor to avail itself of any rights hereunder shall not constitute a waiver of such rights.

8. **GOVERNING LAW/VENUE.**

Name:	GA Bulls Soccer Club, LLC
Mailing Address:	3685 Old Petersburg Road, Suite 145, Martinez, Georgia 30907
Physical Address:	3685 Old Petersburg Road, Suite 145, Martinez, Georgia 30907
Email Address:	bullsdoc12@gmail.com

Governing Law/Venue. All issues and questions concerning the construction, validity, enforcement and interpretation of this agreement, and concerned with work performed under this agreement, will be governed by and construed under only Georgia law without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Georgia. The federal and state law courts having jurisdiction over Columbia County, Georgia shall have the exclusive jurisdiction for all matters arising from this agreement.

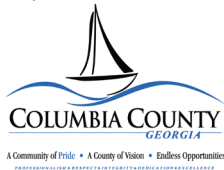
9. **DESTRUCTION OF OR DAMAGE TO PREMISES:** If the Premises are totally destroyed (or so substantially damaged as to be untenable) by storm, fire, earthquake, or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Lessor and Lessee as of that date. If the Premises are damaged but not rendered wholly untenable by any such casualty, rental shall abate in proportion as the Premises have been damaged and Lessor shall restore as speedily as practicable, whereupon full rent shall recommence.

10. **INSURANCE:** Lessee shall not commence work under this agreement until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Lessor, nor shall Lessee allow anyone acting on their behalf to commence work pursuant to this agreement until all similar insurance has been so obtained and approved from said person/entity.

Worker's Compensation Insurance: Lessee shall procure and shall maintain during the life of this agreement Worker's Compensation Insurance as required by law for all of his employees to be engaged in work on this agreement.

Public Liability and Property Damage Insurance: Licensee shall take out and maintain during the life of this agreement such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him and anyone working on his behalf from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Lease Agreement, whether such operations are by himself or by anyone directly or indirectly employed by them. The amount of such insurance shall be as follows:

- i. **Public Liability and Property Damage Liability Insurance:** Lessee shall carry, with respect to the operations they perform, regular Public Liability Insurance providing for a limit of not less than one million dollars (\$1,000,000) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person a total of two million dollars (\$2,000,000) for all damage arising out of bodily injuries to or death of two or more persons in any one accident and regular Property Damage



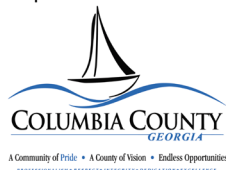
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Liability Insurance providing for a limit of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of two million dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the Policy period.

- ii. Automobile Liability Insurance (owned, non-owned, hired): (a) Bodily injury in an amount not less than one million dollars (\$1,000,000) including accidental death to any one person and subject to the same limit for each person, in an amount not less than one million dollars (1,000,000) on account of one accident. (b) Property damage in an aggregate amount up to one million dollars (\$1,000,000) per accident during the Policy Period.

Proof of Carriage of Insurance: Lessee shall furnish the Lessor with a certificate showing satisfactory proof of carriage of the insurance required. Lessee shall likewise furnish Lessor with a certified endorsement(s) indicating that Lessor is an additional insured under all relevant policies and showing that said policies may not be modified or cancelled without thirty (30) days written notice to Lessor. All of the insurance hereinbefore shall be carried until all work required to be performed under the terms of the agreement is satisfactorily completed as evidenced by the formal acceptance by Lessor. Should such insurance be canceled before such completion of the agreement, Lessee shall suspend all work or operations until such time as Lessee shall provide another policy or policies of insurance of equivalent coverage or effect. The certificate holder should read: Columbia County, GA, Attn: Procurement, P O Box 498, Evans, GA 30809.

11. INDEMNIFICATION/DUTY TO DEFEND: During and after the term hereof, Lessee agrees to indemnify and save and hold harmless the County from any and all causes of action, claims, loss or damages, including reasonable attorney's fees incurred in connection therewith, resulting to the County from any acts of Lessee, its directors, officers, agents, or independent workers in the performance of this agreement. Upon written request by County, Lessee shall defend and provide legal representation for any claims arising out of this agreement due to the actions or inactions of Lessee or its employees or agents, by attorneys and other professionals approved by County. Notwithstanding the foregoing, County may, in its sole discretion, engage its own attorneys and other professionals to defend or assist them with respect to such matters, and, at the option of County, its attorneys shall control the resolution of such matters. Upon demand, Lessee shall pay or, in the sole and absolute discretion of the County, reimburse the County for the payment of reasonable fees and disbursements of attorneys and other professionals in connection therewith.
12. AMENDMENT OF AGREEMENT: Modifications or changes in this agreement must be in writing and executed by the parties bound to this agreement.
13. ATTORNEY'S FEES: If any rent owing under this Lease is collected, or any obligation under this Lease is enforced, by or through an attorney at law, Lessee agrees to pay reasonable attorney's fees.
14. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.
15. RIGHTS CUMULATIVE: All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.
16. SURRENDER OR PREMISES: At the termination of this Lease, Lessee shall surrender Premises thereof to Lessor in the same condition as at commencement of the term.



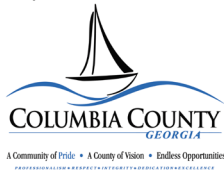
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17. **NOTICES:** All notices required under this lease shall be deemed given three days after the same shall be mailed certified, return receipt requested to the other party at the following address:

To Lessee: Andrew Hammer
GA Bulls Soccer Club, LLC
3685 Old Petersburg Road, Suite 145
Martinez, Georgia, 30907

To Lessor: Columbia County Board of Commissioners
Attn: Procurement Department
P. O. Box 498
Evans, Georgia 30809

[SIGNATURES ON FOLLOWING PAGE]



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IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of October 5, 2021.

COLUMBIA COUNTY, GEORGIA

GA BULLS SOCCER CLUB, LLC

DocuSigned by:

By: Douglas R. Duncan, Jr.
Douglas R. Duncan, Jr., Chairman
Columbia County Board of Commissioners

DocuSigned by:

By: Andrew Hammer
Andrew Hammer, Director of Coaching
GA Bulls Soccer Club, LLC

ATTEST:

DocuSigned by:

By: Patrice Crawley
Patrice Crawley, County Clerk
Columbia County Board of Commissioners

10/05/2021