

**GRANTSVILLE TENNIS COURTS  
MAINTENANCE AND USE AGREEMENT  
TOOELE COUNTY SCHOOL DISTRICT  
GRANTSVILLE UTAH**

**SECTION 1 – CONTRACTING PARTIES:** This Agreement made and entered into this \_\_\_\_ day of August, 2014, is by and between The Board of Education of the Tooele County School District, (hereinafter referred to as “School District”) and Grantsville City, a municipal corporation of the State of Utah, (hereinafter referred to as “City”).

**WITNESSETH:**

**SECTION 2 – PURPOSE:** This agreement is for the purpose of mutually cooperating to provide tennis court facilities in Grantsville City for the benefit of the students and patrons of the School District and the residents of Grantsville City, whereby the costs of operating and maintaining said facilities will be shared by the parties.

**SECTION 3 – TENNIS COURTS:** This agreement shall apply to the six courts located on East Cherry Street located in Grantsville City (hereinafter referred to as facilities).

**SECTION 4 – USAGE OF FACILITIES:** The parties shall jointly cooperate to establish a plan for the use of the facilities. The School District shall act as the lead agency to schedule the use of the facilities. School District sponsored usage and events shall be given priority over usage of the facilities by the residents of Grantsville City. Grantsville High School agrees to provide to the City a written listing of its Tennis scheduled activities planned for the facilities. Residents of Grantsville City shall be allowed to use the facilities at all times when they are not being used by the School District. Commercial use of the facility should have a fee charged and the money should be used for repairs and/or upgrades and shall be kept in a line item in City's budget.

**SECTION 5 – CITY RESPONSIBILITIES:** The City agrees to provide the following regarding the care and maintenance of the facilities:

- a) Provide two garbage containers and be responsible for the regular pickup and disposal of the garbage from these containers.
- b) Provide increased police patrols to the facilities.
- c) Provide for the installation and maintenance of coin operated electricity meters for the lights to accommodate the night time usage of this facility. The City agrees to collect the money from the meters and use the proceeds to pay for the electricity. If there are any funds remaining from these meters after payments of electricity costs, the City agrees to place these funds in a dedicated account for the maintenance of the facilities.
- d) The City will maintain the parking lot area on the south side of the facility and around the courts at this facility and the lighting.
- e) Both parties are to provide Liability Insurance covering the usage of these facilities as specified in this agreement.
- f) The City will post notices stating "Use at your own risk".

**SECTION 6 – SCHOOL DISTRICT RESPONSIBILITIES:** The School District agrees to provide the following regarding the care and maintenance of the facilities:

- a) Provide for the general maintenance of the facilities by providing materials and spring/summer crews to work on the facilities. The maintenance shall include filling cracks, weed control, court sweeping and general cleanup of the grounds.

- b) The School District will maintain the nets, fencing and the courts including the resurfacing.
- c) Provide new surfaces on the courts as needed and within budgetary constraints.
- d) Through its High School Tennis Program, replace nets as needed and keep the courts clean during spring and summer.
- e) Both parties are to provide Liability Insurance covering the usage of these facilities as specified in this agreement.

**SECTION 7 – LIABILITY:** With regard to any liability which may arise from the services or activities of the parties under this Agreement, each party expressly agrees that it shall be solely and exclusively liable for the negligence or intentional acts of its own agents, servants, and/or employees, in accordance with applicable law, and that no party shall look to the other(s) to save or hold it harmless for the consequences of any actions on the part of its own agents, invitees, servants and/or employees. If a school sponsored activity liability arises out of the use or condition of the facilities, said liability shall be covered by the School District’s liability insurance as specified in Section 6 above.

**SECTION 8 – TERM AND TERMINATION:**

- A. Term. This Agreement shall take effect when executed by each party hereto and shall continue for a term of ten (10) years.
- B. Termination. This Agreement may be terminated by either party upon the failure of either party to perform any term or condition of this agreement and such failure continues for a period of thirty (30) days after being given written notice of such failure.

**SECTION 9 – ARBITRATION:** If a dispute under this Agreement arises between the parties and remains unresolved, it shall be submitted to an arbitrator that is mutually agreeable to each party. The arbitrator shall hear each party’s position and shall render a decision, which decision shall be binding upon the parties.

**SECTION 10 – MISCELLANEOUS:**

- A. Notices: Notices under this agreement shall be sent to the parties at the addresses set forth below, or to such other address as the parties designate in writing:

School District: Superintendent of Schools  
92 South Lodestone Way  
Tooele, Utah 84074

Grantsville City: Mayor of Grantsville City  
429 East Main  
Grantsville, Utah 84029

- B. Exclusive Terms: Neither party shall be bound to any situation nor provision exclusive of the terms of the written agreement, which together with any amendments adopted as herein stated shall encompass the entire agreement, and no other agreement shall exist exclusive of the agreement.
- C. Waiver: Any waiver of any of the terms and conditions hereof shall not be construed as a general waiver by either party and the waiving party shall be free to reinstate such part of the clause with or without notice to the other party.
- D. Law Jurisdiction: This agreement is drawn to be effective in, and shall be construed in accordance with the laws of the State of Utah.
- E. Amendments: This agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall operative or invalid, it shall be reduced to writing and signed by the parties.

- F. This agreement is non-transferable.
- G. This contract does not imply any previously accrued financial obligations
- H. Severability: Should any court of competent jurisdiction determine that any clause or section of this agreement be illegal, the remaining clauses or sections shall remain in full force and effect.

**GRANTSVILLE CITY**

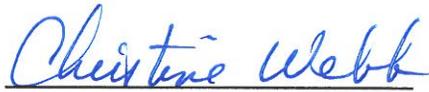
**TOOELE COUNTY SCHOOL DISTRICT**



Mayor Brent Marshall

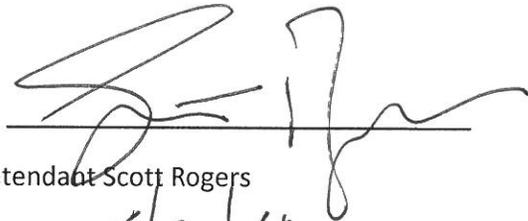
Dated: 8/21/14

**ATTEST:**



Christine Webb

City Recorder



Superintendent Scott Rogers

Dated: 8/21/14

**ATTEST:**



Lark Reynolds

Business Administrator