

Section XI Appendix D-7 Existing Partnership Agreements

2006/2007 Hoopster Basketball Agreement

This agreement executed this _____ day of _____, 2006, by and between the City of Lawrence, hereinafter referred to as the City and the **Hoopster Basketball Inc.**, a Kansas non-profit organization, hereinafter referred to "**Hoopster**".

The term of this agreement shall be that the City shall provide if available game space to be used by **Hoopster** during Fall/Winter/Spring/Summer league play from mid October 2006 through July 13th, 2007. A representative of **Hoopster** will communicate and work with the Youth Sports Supervisor in scheduling available playing facilities operated and maintained by the Lawrence Parks and Recreation Department.

The City will provide and/or be responsible for the following:

1. Recreation Centers and gym space agreed upon when not being used by current Lawrence Parks & Recreation programs.
2. Lawrence Parks and Recreation Youth Sports Supervisor will work with the director of the Hoopster Basketball program to help distribute registration information, scheduling and take enrollment at the Holcom Park Recreation Center.

Hoopster Basketball Inc. will provide and/or be responsible for the following:

Administration as provider of a youth co-recreational basketball program for 2nd/3rd grade, 4th/5th grade and 6th/7th grade.

1. Coordination of scheduling of evaluations and games in facilities with Parks and Recreation designated staff in order to make efficiency of court space, maintenance, staffing and operations the most cost effective for both organizations. Gym space is not to be sub-leased to outside organizations. All pre-season, post season, an in-season Tournaments are considered as league play, provided the same teams that are in the league, are the only teams participating in the tournaments. Any games other than regular league schedule will need to be scheduled independently as a separate contract through Facilities and Maintenance Division office. Additional charges may be deemed necessary for City expenses of personnel, utilities, equipment, materials, etc. that are over and beyond normal playing conditions. Any outside or co-sponsor group for League, Tournament, etc. will need to be reviewed by the City to determine charges based on co-sponsored affiliation as For Profit or Non-profit organization.
2. Solicit all participants, hold an evaluation clinic, and draft all participants who sign up prior to the deadline or maximum number indicated for each league. Depending on court space available teams and participants may be limited. Interested persons regardless of race, religion, sex, national origin, ancestry, physical abilities or skill levels.

3. Administrative personnel including qualified coaches, officials and scorekeepers
4. Annual reporting of current by-laws, scheduled Board meetings, operations, budgets and all expenditures to the city.
5. The City encourages **Hoopster Basketball Inc.** to have insurance in a minimum amount of \$500,000 combined single limits for property damage and bodily injury. City to be named as additionally insured. Copy of insurance required to the City before the start of the season. If **Hoopster** does not carry insurance, **Hoopster**, its successors and assigns shall at all save and hold harmless the City of Lawrence, Kansas, from all liability, costs, damages, and expenses of any kind for the payment of which said City may become liable to any person, firm or corporation by reason of any claim or damages arising from the failure of **Hoopster** its employees, agents or servants to exercise due care and diligence in the administration and operation of the fast pitch program.
6. This agreement is non-transferable and may be terminated by either party with thirty (30) day written notice.
7. **Hoopster Basketball** agrees to make payment to the Lawrence Parks and Recreation Youth Sports in the amount of 20% of the gross revenue generated from participation fees. Payment shall be made before June 1st, 2007.

Future financial arrangements and commitments will be received and agreed to annually. **Hoopster Basketball** may collect user fees as approved by the City. An evaluation of **Hoopster Basketball** needs and gym space availability by the City will be reviewed annually to anticipate the next season's program. All outstanding payments will need to be taken care of before new contract can be honored.

President, Hoopster Basketball Inc.

Youth Sports Supervisor, City of Lawrence