

# **AURORA ADULT SOFTBALL PROGRAM OPERATING AGREEMENT**

Come now the **CITY OF AURORA, MISSOURI**, a municipal corporation (“City”), and the **OZARKS REGIONAL YMCA**, a public benefit company organized under the laws of the State of Missouri (“YMCA”), and hereby enter this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

1. During the term of this Agreement, YMCA shall provide necessary staffing and supplies to operate the adult softball programs (PROGRAM) primarily located at White Park, W Church Street, Aurora, MO 65605, beginning June 4, 2022, and ending September 1, 2022 (exact program dates TBD).

The specific services and supplies to be provided by YMCA during the term will include:

- \* Program Administration
- \* On site Supervisor
- \* Umpires
- \* Public liability insurance for services provided by YMCA
- \* Program supplies
- \* Field striping and chalking
- \* Promotional activities
- \* General administrative services specific to the PROGRAMS

2. YMCA PROGRAMS will offer the following services available to the public as part of PROGRAMS:

- \* An eight game PROGRAM season

- \* End of season tournament
- \* Free admission to games
- \* Championship shirts for first place tournament team

3. Program is contingent on City of Aurora providing game field facility to the MYCA at no charge for rental, custodial, or other occupancy costs including the mowing of the fields.

4. City shall pay YMCA Two Thousand Five Hundred Dollars (\$2500) for the contract. Said payment shall be prorated in the event that services provided by YMCA in this Agreement end before August 20, 2022, through no fault of City. The contract be paid in full no later than May 31, 2022.

5. All revenue from the program and concession operations including, but not limited to program fees, concession sales and other items of revenue shall be the sole property of YMCA. Any supplies and equipment provided by YMCA shall be the sole property of YMCA.

6. YMCA members may be offered a discounted rate for the program. Program fees will be the same as current fees for the YMCAs Monett Adult Sports programs.

7. YMCA shall determine appropriate scheduling of the PROGRAMS. Games may be reduced due to unsafe weather conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective authorized officers.

**CITY OF AURORA, MISSOURI**

**By:**\_\_\_\_\_

**OZARKS REGIONAL YMCA**

**By:**\_\_\_\_\_