

# **AURORA YOUTH SOCCER AND YOUTH FLAG FOOTBALL 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 youth soccer and youth flag football programs. (PROGRAMS) primarily located at Baldwin Park [200-677] N Hudson Avenue Aurora, MO 65605, beginning March 1, 2022 and ending November 15, 2022 (exact program dates TBD). These programs will each include a spring and fall season. The specific services and supplies to be provided by YMCA during the term will include:

- \* Program Administration
- \* On site Supervisor
- \* Referees
- \* Public liability insurance for services provided by YMCA
- \* Program supplies
- \* Field striping
- \* 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:

- \* Pre-season practice times
- \* A six game PROGRAM season

- \* Weekly team practices available during game season
- \* A “team challenge” day
- \* Free admission to games
- \* Player shirts

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

4. City shall pay YMCA Six Thousand Dollars (\$6000) for the contract. Said payment shall be prorated in the event that services provided by YMCA in this Agreement end before November 15, 2022 through no fault of City. The contract shall have \$3000 paid no later than March 31, 2022 and paid in full no later than August 31, 2022. Either party may cancel the contract in full with written notice by March 1, 2022 or the fall season and final \$3000 payment may be cancelled with written notice by August 1, 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 Youth soccer and flag football programs.

7. YMCA shall determine appropriate scheduling of the PROGRAMS. Games or practices may be reduced due to unsafe weather conditions. Aurora teams may be asked to travel to Monett for no more than 3 games during their season to provide more opportunities for teams to play. Aurora teams will be asked to travel no more to Monett on average than Monett teams are asked to travel to Aurora.

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