



**CONTRACT AGREEMENT FOR THE LINING OF ALAMEDA SOCCER CLUB SOCCER FIELDS
BETWEEN ALAMEDA SOCCER CLUB, A NON-PROFIT 501C-3 ORGANIZATION AND JASMINE
LANDSCAPING, EDGAR REYNOSO PROPIETOR, FROM MARCH 2017 AND ENDING IN DECEMBER
2022**

This Contract Agreement (“Agreement”) regarding the lining of Alameda Soccer Club (ASC) soccer fields is entered into on 3-2, 2017 between the Alameda Soccer Club (“ASC”), a California not for profit 501C-3 sports organization, Federal Tax ID#94-3135721, at 875-A Island Dr. Ste. 326, Alameda, CA 94502, and Jasmine Landscaping, at 2720 Wright Ave. Pinole, California, 94564.

WHEREAS, ASC requires a set number of up to 15 soccer fields (listed below) to be properly lining on Thursdays and Fridays and prepared for use on Saturdays and Sundays from the time frame of March 9, 2017 through December 2, 2017.;

WHEREAS, ASC requires the following soccer fields to be lining per agreed upon playing specifications including Hornet field, Atlantic 1, Atlantic 2, Multipurpose, Bayport East, Bayport West, Rittler, Godfrey North, Godfrey South, Harrington, Tillman, Lincoln Park 1, Lincoln Park 2, Lincoln Park S.O. and Little John Fields.

WHEREAS, Jasmine Landscaping will be performing the soccer field lining of the said fields listed above per playing specifications for the said spring & fall 2017 soccer season.

WHEREAS, the parties enter into this Agreement to document the terms under which ASC will allow Jasmine Landscaping to Line said fields listed in this agreement:

NOW, THEREFORE, the parties agree as follows:

1. This Agreement shall govern Jasmine Landscaping lining of soccer fields.
2. The term of this Agreement shall commence on March 9, 2017 through December 2, 2017. Either party may terminate this Agreement upon sixty

(60) days' written notice to the other party. In the event that less than 60 days notice is provided by Jasmine Landscaping, ASC may contact with another resource to line the said fields and pay \$60 per field which will be covered and paid by Jasmine Landscaping.

3. Jasmine Landscaping shall use all reasonable care in the use, movement and storage of the ASC Field Lining equipment so as to avoid any damage or loss to the ASC equipment. If any damage or loss results to the ASC Equipment during the period of use by Jasmine Landscaping, Jasmine Landscaping, shall, on demand of ASC, pay for the reasonable cost of repair of such damage or replacement of such loss.
4. ASC shall pay Jasmine Landscaping the sum of One Hundred Dollars (\$100.00) per field lined as an initial set up at beginning of Spring and Fall seasons.
5. ASC shall pay Jasmine Landscaping the sum of Ninety Dollars (\$90.00) per field lined as a continued lining basis on the following week, unless notified by ASC that a specific field does not require lining as determined by the ASC field coordinator.
6. ASC may provide Jasmine Landscaping with an end of the season incentive pay in the amount of \$150 if there are no complaints associated with fields not being lined within the required distance specifications. This incentive pay is at the discretion of the ASC Field Coordinator.
7. Jasmine Landscaping shall indemnify, defend and hold harmless ASC and its respective members, officers, agents, volunteers, employees and board members from any and all claims of liability for loss or damage to property, or injury or death to any person, arising out of or related to Jasmine Landscaping use of the ASC lining equipment. This obligation of indemnity and defense includes, without limitation, attorneys' fees and costs incurred in connection with such claims, settlement of such claims, satisfaction of any judgment arising out of such claims, and any other cost or obligation related to or arising from such claims.
8. Jasmine Landscaping, at his cost, shall maintain liability and property damage insurance with a minimum single combined limit of One Million Dollars (\$1,000,000) and a minimum property damage limit of not less than Two Hundred Thousand Dollars (\$200,000) insuring against all liability of and its Jasmine Landscaping authorized representatives arising out of and in connection with Jasmine Landscaping's use of the ASC lining equipment. Such insurance shall insure performance by Jasmine Landscaping of the preceding indemnity provisions and shall name ASC as an additional insured. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void.

9. Jasmine Landscaping will not voluntarily assign this Agreement or the rights under this Agreement to any other person, or allow any other person to assume the field lining contract agreement or use of the ASC field lining machine and accessories.
10. For purposes of this Agreement, notices shall be addressed as follows as appropriate:

<u>To : Jasmine Landscaping</u> 2720 Wright Ave Pinole, CA 94564	<u>To ASC:</u> Field Coordinator 875-A Islard Drive, Suite 326 Alameda, CA 94502 fields@alamedasoccer.org
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1. This Agreement is the entire agreement between Jasmine Landscaping and ASC relating to the lining of ASC soccer fields by Jasmine Landscaping. This Agreement may not be modified, altered or otherwise amended except by a written amendment executed by all of the parties.

Jasmine Landscaping By: <u>Edgar A. Reynoso</u> Title: <u>owner</u>	Dated: <u>3.2.17</u>
ALAMEDA SOCCER CLUB By: <u>[Signature]</u> Title: <u>Field Coordinator</u>	Dated: <u>3/2/17</u>

List of Field Lining Accessories:

2. Jasmine Landscaping will provide all materials and equipment needed for lining ASC fields.

Confirmed by:

Name: Edger & Reynoso Date: 3.2.17 Of: Jasmine Landscaping

Name: _____ Date: _____ Of: _____

Name: _____ Date: _____ Of: _____