

**HABERSHAM COUNTY BOARD OF COMMISSION
EXECUTIVE SUMMARY**

SUBJECT: Agreement for the use of Habersham County facilities by the Habersham County Church Softball League

DATE: September 24, 2025

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

COMMISSION ACTION REQUESTED ON: October 21, 2015

PURPOSE: Agreement for the HCCL to use Fields #2 and #4 at the Aquatic Center to hold adult softball leagues in the Spring and in the Fall.

BACKGROUND / HISTORY: HCCL has been around many years and has utilized Aquatic Center fields for at least the majority of that time. Their current format is that they hold regular team registration in the spring and hold a fall league where players register as individuals and are drafted onto teams.

FACTS AND ISSUES:

- a) HCCL has a long time and proven track record of running successful league play here.
 - b) They are completely self-administered. HCRD merely provides and prepares playing fields for them.
 - c) HCCL is charged 25% of participant registration and pay a field prep fee for each field game-prepped per season.
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OPTIONS:

- 1. Recommend approval.
 - 2) Deny approval of recommendation.
 - 3) Commission-defined alternative.
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RECOMMENDED SAMPLE MOTION:

“Motion to approve the Habersham County Church Softball League’s use of County fields under the provisions of the contractual arrangement between the League and the County”

DEPARTMENT:

Prepared by: Terry Lannon

Director _____



ADMINISTRATIVE

COMMENTS: _____

DATE: _____

County Manager

**AGREEMENT FOR THE USE OF HABERSHAM COUNTY FACILITIES PROGRAM
SERVICES FOR:**

“HABERSHAM COUNTY CHURCH SOFTBALL LEAGUE”

TERMS OF AGREEMENT: January 1, 2026 – December 31, 2026

This Agreement for the Use of Facilities (the “Agreement”) is made effective the latest date signed below by and between HABERSHAM COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as “Habersham”), on behalf of the Habersham County Parks and Recreation Department (hereinafter referred to as “HCPRD”) and the HABERSHAM COUNTY CHURCH SOFTBALL LEAGUE (hereinafter referred to as “HCCL”).

WHEREAS, the parties desire to place in writing the terms of their agreement regarding the HCCL’s request to utilize Habersham County Parks and Recreation athletic fields to provide Adult Softball programs for adults at Aquatic Center Field #2 and #4 (hereinafter referred to as “Fields”); and,

WHEREAS, the HCCL has proven expertise and training to render such programming and services; and agrees to operate in accordance with the Habersham County Policies and Procedures.

NOW THEREFORE, and in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

- I. Grant and Description of Premises. Habersham grants to HCCL and HCCL accepts from Habersham the exclusive privilege of administering the HCCL’s adult softball program. Facilities included in this agreement is Aquatic Center Field #2 and #4.
- II. Use of Premises. The HCCL shall use the Fields to conduct HCCL activities only. HCCL shall not use or permit Habersham facilities to be used for any other purpose without obtaining the prior written consent of Habersham. Such requests must be submitted no less than seven (7) business days prior to the special use.
- III. Services to be Provided. HCCL will provide adult softball program activities. Habersham or HCCL may request changes in the scope of services to be performed under this Agreement. However, no change shall be effective and enforceable unless mutually agreed upon by written amendment to this Agreement executed by both parties and attached hereto.
- IV. No Employment Contract. Nothing contained in this Agreement shall be construed in such a manner so as to constitute the HCCL as an agent or employee of Habersham, it being the intent of the parties that HCCL shall remain an independent organization, nor shall either party have any authority to bind the other in any respect except as specifically provided for herein. It is acknowledged by the HCCL that all employees, agents and volunteers of their organization are not employees or agents of Habersham.
- V. Responsibilities of HCCL.

A. General.

- (1) The said property shall be subject to the rules and regulations of Habersham and HCPRD.

Habersham reserves the right to adopt and implement additional park rules and regulations at any time during the term of this agreement.

- (2) The HCCL shall maintain the subject properties and the improvements located thereon so as to return same to Habersham at the end of the agreement term in the same condition as they now exist, subject to ordinary wear and tear.
- (3) The HCCL is responsible for ensuring the collection and removal of all personal items belonging to their participants and will be done at the conclusion of any use.
- (4) It shall be the obligation of the HCCL to maintain the subject premises in conformance with all relevant codes and ordinances of Habersham County, including applicable Health Codes.
- (5) The HCCL will abide by HCPRD staff determination as to the availability of the fields for play in situations such as, but not limited to, severe drought, rain, inclement weather, etc.
- (6) The HCCL may not offer any activities or programs which conflict or compete with programs offered by HCPRD.
- (7) The HCCL will assume responsibility for the cost of repair to any negligent damage sustained to facility areas resulting directly from their use.
- (8) The HCCL agrees to meet monthly with the HCPRD Director or his/her designee to discuss program and maintenance issues and any necessary changes to procedures or protocols.

B. Expenses. The HCCL agrees to pay all expenses incurred in conducting their programming and ancillary services.

C. Hours of Operation. The HCCL shall schedule all activities and ancillary services during the normal operating hours only, unless prior written approval is made between the HCCL and the HCPRD. HCCL further agrees that there could be occasions throughout the year where scheduling conflicts will occur in programming and agrees that these conflicts will be discussed and worked out to the best interest of both programs if possible. If the scheduling conflicts cannot be resolved, the HCPRD Director will make the final decision on program scheduling. HCCL agrees to ensure that an HCCL representative is present at all times during scheduled activities on said property.

D. Nondiscrimination. The HCCL shall not discriminate against any program participant, employee and/or sub-contractor because of race, creed, color, national origin, gender, or sexual orientation, age, marital status, religion or disability by refusing to furnish such person any service or privilege offered to or enjoyed by area residents. Neither HCCL or their employees and/or sub-contractors shall publicize the services provided under this Agreement in any manner that would directly or by inference reflect on the acceptability of any person for instruction, programming and ancillary services based on race, creed, color, national origin, gender, or sexual orientation, age, marital status, religion or disability.

E. Concessions. HCPRD will maintain first right of refusal for the operation of ball field concessions.

F. Subcontractors. The HCCL shall at all times use only those persons of good moral character as employees, volunteers and/or independent sub-contractors, and HCCL shall not retain any employee, volunteer and/or independent sub-contractor that Habersham considers to be unfit or otherwise objectionable. All program personnel shall conduct themselves courteously in their relations with the public. All personnel engaged by HCCL shall be fully qualified for the specific service(s) they are to provide and shall be authorized or permitted to work under applicable state and local laws. If required, HCCL assumes full responsibility for making all

required income tax, social security and other deductions and related payments and shall also file all required returns and forms needed to fulfill these responsibilities.

G. Publicity. HCCL agrees that all program advertisements, publications, and public notices will recognize HCPRD facilities as the location but will not express any endorsement or sponsorship of the HCCL's program by Habersham or HCPRD.

H. Complaints and Incidents. HCCL agrees to listen to public complaints about their program and work out a fair solution to all issues. HCCL agrees to notify HCPRD by the quickest means practicable of any incidents and/or accidents associated with subject facilities.

I. HCCL Fees. The HCCL may charge reasonable fees to conduct its program. All program fees will be made payable to HCCL and will be collected and posted by the HCCL.

J. Scheduling of Facilities. Aquatic Center Fields #2 and #4 are open for HCCL on Tuesdays and Thursdays. On Mondays, Wednesdays, Fridays, Saturdays, and Sundays field usage must be approved by the HCPRD Director or his/her designee prior to usage. HCCL game schedules will be supplied to HCPRD as soon as made available. Any request for additional use of the facility, outside the schedule outlined in this agreement, must be negotiated separately. Any team practices shall go directly through the HCPRD at the rate of \$25 per hour without field light usage and \$50 per hour with field light usage.

K. Programming. The scheduled activities of the HCCL shall be for public purposes open to participation by all citizens, subject to the right of the HCCL to impose reasonable rules on participants in their scheduled activities.

L. Facility Improvements and Field Work. HCCL will refrain from adding any materials to the playing field or make any permanent changes to the facilities without the expressed consent of Habersham. This Agreement will allow only HCPRD employees to work on the fields.

M. Reports. The HCCL shall provide HCPRD with a program service and financial reports for each respective softball season during the term of this contract. Such reports shall include a summary of all program measures to include statistics on program participants, revenue and expenditures, etc. A detailed report of any improvements made to the facility (including date, improvement, and cost) shall be kept and presented to the HCPRD Director. Personal information on participants is not requested or required. Such reports are due no later than fifteen (15) days following the conclusion of each respective softball season.

N. Compensation. HCPRD will assess a fee of 25% of all team or player registration and a \$15 per field per day fee. Fees will be payable to Habersham and will be due no later than two (2) weeks after the conclusion of each season.

VI. Responsibilities of Habersham.

A. Publicity. HCPRD will offer publicity opportunities to the HCCL as available through their website, social media and flyer display. All publicity is to be submitted to HCPRD for pre-approval. HCPRD will maintain editorial privileges in all publications to lengthen or shorten information as needed.

B. Equipment and Facility Use. Habersham will furnish HCCL with fields and support amenities

in a safe manner consistent with regulated and acceptable health and sanitation standards deemed necessary to the conduct of the program and mutually agreed upon by HCCL and Habersham.

C. General Maintenance. Habersham shall be responsible for the normal support and preventive maintenance of the premises, including, but not limited to, fencing, plumbing, electrical repairs, and repair and replacement. This includes the responsibility for grounds care in and around all facilities. Should a failure occur in any mechanical or lighting system, the HCCL will be notified at the earliest opportunity by HCPRD staff.

D. Field Maintenance. Maintain the playing fields in accordance with the standards deemed appropriate by the HCPRD with consultation of HCCL. This includes game-prepping scheduled fields and keeping non-game fields in a practice-ready state during the week. Habersham will assume the responsibility for the purchase and application of marble dust for the purpose of marking infield foul lines and batters and coaches boxes and the purchase and application of field paint for the demarcation of outfield foul lines.

E. Utilities. Habersham shall provide public utilities (water, sewer, and electricity) for use of the park by the HCCL and by the general public.

F. Evening Weather. Once games have begun in the evening, HCPRD shall grant authority to HCCL for determining if play should continue in situations where a change in the weather has a causal effect on field conditions and play.

G. Sponsor Advertising. Allow HCCL the use of outfield fencing for the sale and display of sponsor advertising as long as the signs are in good taste, meet code requirements, are located on HCPRD-approved areas of the fence, and are properly maintained. Sponsorship signage must be approved by HCPRD prior to display.

VIII. Facility Usage.

A. The HCCL shall have the right to schedule the use of the Fields on the subject properties during the agreed upon-use period defined in this contract.

B. The HCCL shall have exclusive use of the property, or any agreed upon portion thereof, during the time period defined in Section V (J). Habersham may schedule other public and/or private uses of the facilities during times when the HCCL isn't using the property. The HCCL may schedule use of the property at other times by submitting a written request to HCPRD. Such requests shall be approved by HCPRD provided a conflicting use has not been scheduled by HCPRD and any additional fees are agreed upon by the HCCL and compensated for in advance of the use.

C. All of the subject property shall be available for public use by the public at all times not scheduled for HCCL activities. Habersham reserves the right to schedule and utilize subject property, including structures and other facilities, for uses at all times not scheduled by the HCCL.

D. The HCCL may modify the schedule from time to time with the approval of the HCPRD.

- IX. Proprietary Materials. The HCCL shall have the right to control use of personal property and equipment owned by HCCL and store in any preauthorized structures located on subject property. All personal property and equipment of the HCCL shall remain the personal property of the HCCL and shall be removed from the subject property within seven (7) days of any cancellation or termination of this Agreement.
- X. Term. The term of this Agreement shall be January 1, 2026, to December 31, 2026. It is the intent of Habersham to review the current agreement at the conclusion of this date and negotiate any changes at that time. With both the HCCL and HCPRD being mutually pleased with the success of the program agreement each shall have the option to amend or renew this Agreement for an additional one year after the termination of the term with each giving notice of their desire to renew the contract. The fees/compensation may be subject to revision. The HCCL shall give ninety (90) days written notice to Habersham of its intention to renew and/or execute another agreement prior to the expiration of the term in effect. Habersham in its sole discretion shall have sixty days (60) to accept or reject said request for renewal.
- XI. Termination for Cause. The HCCL must follow and all applicable Habersham rules and regulations, and Habersham may terminate this Agreement only for cause, which shall include fraud, theft, drug use, criminal activity, insubordination to Habersham, moral offenses or any other offenses deemed damaging to the image or mission of the HCPRD, failing to fulfill the obligations under this Agreement in a timely manner, or the HCCL's violating any of the material provisions of this Agreement. Termination by Habersham for cause shall be initiated by giving written notice to the HCCL. Termination for cause in the sole discretion of Habersham shall be effective immediately upon notice by Habersham.

Either party to this Agreement may provide notice to the other at the addresses indicated in paragraph XV below, that the party deems the other party to the Agreement to be in violation of the Agreement.

- A. The notice shall specify the nature of the alleged violation and the corresponding provision in this Agreement. Within seven (7) days, the other party shall respond in writing regarding the allegations of violation of the Agreement. If the alleged violations have been cured, the response shall so note. If after the exchange of notice of violation and response, either party considers the issue to not be resolved, that party shall notify the other of the date, time and place of a meeting (to be held within Habersham County and not sooner than seven (7) days from the date of said notice of meeting and not more than fourteen (14) days subsequent to the date of said notice of meeting) at which representatives of the parties shall discuss the alleged violation and the response thereto.
- B. Irrespective of the foregoing, in the event Habersham determines that any condition on the subject premises constitutes an immediate health hazard to the members of the public, Habersham shall have the right to immediately take action to correct said condition. In that situation, Habersham shall notify the representative of the HCCL identified in paragraph XV below, by telephone, email, facsimile transmission or other method designed to provide the most expedient notice to the HCCL.
- C. In the event the meeting of the parties pursuant to the procedures in sub-paragraph A above does not resolve the alleged violation, either party may pursue any available judicial remedy. Upon final determination that the other parties in violation of this Agreement, either party shall have the right to terminate this Agreement on seven (7) days' notice to the other.

- XII. Indemnification. The HCCL hereby agrees to defend, indemnify and hold Habersham and Habersham's elected and appointed officials, officers, boards, commissions, agents, employees, representatives, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense, which may arise from or be the result of the use of the Fields by HCCL or any of its teams, players, and game attendants. This obligation to indemnify, defend, and hold harmless the Indemnified Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.
- XIII. Insurance. HCCL shall have and maintain in full force and effect for the duration of its term of this Agreement insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the use of the Fields by HCCL's players, teams, and game attendants. All such insurance policies shall be subject to approval by Habersham as to form and content. Habersham shall be named as an additional insured in respect to general liability arising out of activities performed by or on behalf of HCCL at the Fields. Habersham reserves the right to require complete, certified copies of all required insurance policies at any time. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days' prior written notice (or 10 calendar days if due to non-payment) has been given to Habersham.
- XIV. Conflicts of Law. This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Georgia.
- XV. Entire Agreement. This agreement contains the entire understanding of the parties and supersedes all previous verbal and written Agreements. No other agreement, statement or promise not contained herein relating to the subject matter of this Agreement shall be valid or binding. Any notice required under this Agreement shall be provided to the other party at the addresses indicated:

Habersham County Parks & Recreation Department
120 Paul Franklin Road
Clarkesville, GA 30523

HCCL: Habersham County Church Softball League
c/o Mr. Simon Raley
255 Deer Haven Rd.
Clarkesville, Ga 30523

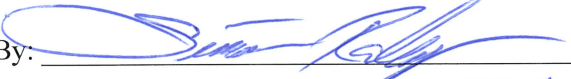
**Habersham County Government, Georgia, by
and through its Board of Commissioners**

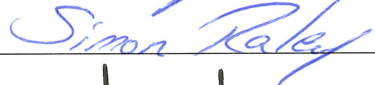
By: _____
Jimmy Tench, Commission Chairman

Attest: _____
Brandalin Carnes, County Clerk

Date: _____

Habersham County Church Softball League

By:  _____

Print Name/Title:  _____

Witness:  _____

Date: 9/24/25