



City of Foley and Gulf Coast Archery Agreement

This agreement made and entered into this _____ day of _____, 20____, by and between Gulf Coast Archery (GCA) and City of Foley Graham Creek Nature Preserve (Host). Both the Host and Gulf Coast Archery shall provide the stated and outlined services and provisions as dictated hereinafter. This agreement shall be valid for one calendar year.

Graham Creek Nature Preserve:

- Allow up to 6 archery events per year without a fee
- Allow Gulf Coast Archery use of specific ranges for tournament to include the ranges named Limb Saver, Pine, Tractor and Wildman
- Provide use of 20 3-D animal targets for the event
- Allow GCA and competitors to use Interpretive Center during normal operating hours
- Provide one portalet per tournament for use at range access
- Assist with manpower to prepare range for tournament
- Advertise for the event on GCNP website and social media
- Provide sufficient trash receptacles to insure the entire area can be free of trash at all times
- Provide use of GCNP wagon if using distant ranges for competition
- Upon execution of this Annual Agreement, the Host shall agree to only host tournaments through ASA and GCA.

Gulf Coast Archery:

- GCA will coordinate with GCNP staff to plan up to 5 archery events per calendar year, planning approximately six months in advance for dates and selected ranges
- GCA will work with GCNP staff to promote Foley hotels, restaurants and attractions to participants, attendees and spectators
- Provide GCNP staff post event with number of attendees and where attendees reside
- Collect and retain 100% entry fees from archers
- Maintain Certificate of Liability Insurance with Graham Creek Nature Preserve (City of Foley) as certificate holder and additionally insured through Archery Shooters Association, LLC and its Enrolled Member Clubs for \$1,000,000
- Provide staff and tournament director
- Assist with manpower to prepare range for tournament
- Provide appropriate vehicle and driver when using GCNP wagon
- Purchase replacement cores for targets when deemed by Host
- Purchase replacement animal targets if damaged beyond future use or destroyed during tournament or by Gulf Coast Archery and their affiliates
- Set up targets and range one day prior to event

MAYOR: John E. Koniar

CITY ADMINISTRATOR: Michael L. Thompson

CITY CLERK: Kathryn Taylor

COUNCIL MEMBERS: J. Wayne Trawick; Vera Quaites; Ralph G. Hellmich; Cecil R. Blackwell; Charles Ebert III

- Replace targets to storage area and clean up range following event
- Shall follow all ASA current year's rules of competition to include but not limited to no alcohol uses or smoking on ranges
- Shall follow all Graham Creek Nature Preserve rules and regulations

Reservation Agreement Terms and Conditions

1. Use. Use of the facilities shall be limited to those areas and activities specified on page one of this Contract. **At its sole discretion, the City reserves the right to delay, postpone or cancel any activity conducted at the facilities. In case of inclement weather, the City reserves the right to decide whether conditions are suitable for play.**
2. Vendor(s). As used in this Contract, the term "vendor" shall mean any person or entity who sells, exposes or offers for sale any food, beverage or merchandise. The Applicant shall provide to the City at least seven (7) days prior to the Event Date the name of the vendor(s) the Applicant will use in addition to any other information reasonably requested by the City regarding the Applicant's use of the facilities. **Each vendor must present a copy of their current business license to the City Revenue Department no less than three (3) days prior to the Event Date and indicate whether a power source will be required. City Revenue Department hours are Monday – Friday, 8:00 am – 5:00 pm. (251) 943-1545.**
3. Proof of Insurance. The City reserves the right to require the Applicant to provide a Certificate of Insurance listing the City, its officers, agents and employees as additional insureds and reflecting such types and amounts of insurance coverage as deemed necessary by the City, at its sole discretion. The Applicant shall notify the City immediately of any policy cancellation or changes in coverage as reflected on the Certificate of Insurance.
4. Prohibited Items. Glass bottles, fireworks, fires, and/or grills are not permitted on the facilities.
5. Alterations; Loss or Damage to Facilities. The Applicant shall not alter the facilities in any manner without the City's prior written approval, which approval may be withheld in the City's sole discretion. All decorations to be installed in or upon the facilities must be approved by the City prior to installation. In no event shall the Applicant install decorations that will damage the facilities or any of its contents. The Applicant shall be responsible for and agrees to reimburse the City within thirty (30) days of invoice for any loss or damage to the facilities that exceeds the Facility Damage Deposit and that is caused in whole or in part by Applicant and/or any of Applicant's vendor(s), guest(s) and/or invitee(s). Upon the completion of the Applicant's event, the Applicant shall return the facilities and any adjacent areas incidentally used by the Applicant or its vendor(s), guest(s), or invitee(s) to the condition such facilities were in at the commencement of this Contract. Specifically, the Applicant shall be responsible for the clean-up of all facilities used by the Applicant, the removal of all food, drinks, decorations, and other items brought to the facilities for the Applicant's event, and the removal or placement of all trash and debris in the appropriate receptacle.
6. Compliance with Applicable Laws and Rules. The Applicant shall comply, and shall cause its vendor(s), guest(s) and invitee(s) to comply, with all applicable laws, rules, regulations, codes, ordinances or other legal requirements while using the facilities and all rules adopted by the City for the use of its facilities and other public parks. The Applicant shall protect, defend, indemnify and hold harmless the City, its officers, personnel, agents, employees, insurers, successors and assigns from and against any claims, damages, losses, costs, and expenses, including attorneys' fees and legal costs, resulting from any failure by the Applicant, its vendor(s), guest(s), and invitee(s), to comply with the terms of this Section.
7. Risk of Loss; Release; Indemnity. **APPLICANT HEREBY AGREES THAT THE USE AND OCCUPATION OF THE FACILITIES ARE ENTIRELY AT APPLICANT'S OWN RISK, AND THE CITY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, INJURY, LOSS (INCLUDING LOSS OF LIFE), OR THEFT OCCURRING ON, IN, OR ABOUT THE FACILITIES. APPLICANT HEREBY RELEASES THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, COSTS, EXPENSES AND LIABILITY OF EVERY KIND AND NATURE, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, IN CONNECTION WITH APPLICANT'S USE OR OCCUPATION OF THE FACILITIES. APPLICANT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS**



ENVIRONMENTAL DEPARTMENT

23030 WOLF BAY DRIVE

Foley, Alabama 36535

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FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LEGAL COSTS AND WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON OR AT THE FACILITIES. THE APPLICANT SPECIFICALLY ASSUMES ALL RISK OF LOSS INCURRED BY IT OR ITS VENDOR(S), GUEST(S), OR INVITEE(S) RESULTING FROM THE USE OR OCCUPANCY OF THE FACILITIES.

8. No Warranty. Applicant expressly accepts the facilities in an “**AS IS, WHERE IS**” condition, without warranty. Applicant does hereby acknowledge that Applicant, its vendor(s), guests(s) and/or invitee(s) are to use the facilities and all structures thereon in an “as is, where is” condition.
9. Governing Law. This Contract shall be interpreted and construed in accordance with the laws of the State of Alabama without regard to any conflict of law principles.
10. Assignment or Subletting. This Contract may not be assigned by the Applicant nor the facilities subleased without the City's prior written approval, which approval may be withheld in the City's sole discretion. Any assignment or sublease in violation of the preceding sentence shall be void.
11. Amendment or Waiver. This Contract may only be amended or a provision waived by a written instrument signed by an authorized party of the City and Applicant.
12. Binding Effect. This Contract shall be binding on each party's legal representatives, personal representatives, heirs, successors and permitted assigns.
13. Multiple Counterparts. This Contract may be executed in multiple counterparts and such counterparts together shall constitute one agreement.
14. Termination Clause. Either party will have the right to terminate the contract by giving at least 30 days' notice in writing to the other party.
15. Entire Agreement. This Contract represents the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings regarding the subject matter.

Gulf Coast Archery

Director

City of Foley

Graham Creek Nature Preserve

Freedra Moore

Leslie Gahagan, Environmental Manager

Date:_____

Date:_____

MAYOR: John E. Koniar

CITY ADMINISTRATOR: Michael L. Thompson

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