

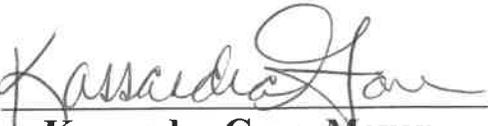


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2024 DEC - 2 P 4: 28

CITY OF AMESBURY, MA

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-FOUR

SPONSORED BY:  **BILL No. 2024-**
Kassandra Gove, Mayor

An Ordinance to amend the Amesbury Code of Ordinances Chapter 396 Special Events to establish a usage fee schedule and regulations for community use of City-owned facilities.

Summary: The purpose of this ordinance is to add new sections to the Amesbury Code of Ordinances which include ‘Usage fee category/priority’, ‘Regulations governing usage fees’, ‘Usage fee schedule’ and ‘Regulations governing the use of facilities’. The City of Amesbury Special Event Permit and Process was established in Bill No. 2014-116 with the purpose to establish a comprehensive process for permitting special events conducted by the private sector using City streets, facilities or services and in some cases private facilities. Usage fees for city-owned facilities were previously adopted in Bill No. 2005-104 and will be updated and properly codified by this ordinance. Usage fees collected under this ordinance will be deposited into the Youth Recreation Revolving fund in a sub fund to be used for the maintenance, repair and expenses of city-owned facilities available for community use. Well-designed charges and fees reimburse the City for the costs of particularized services and promote service efficiency. It is expected that these fees will be periodically reviewed and updated.

Be it Ordained by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

1. That Amesbury Code of Ordinances Chapter 396 Special Events is hereby amended to add a new section following §396-21, to be known as §396-22, entitled “Usage fee category/priority.” to read as follows:

§ 396-22. Usage fee category/priority:

Category 1: Amesbury Youth Recreation Department/ City of Amesbury and departments or branches of municipal government related uses (City meetings, elections, etc.).

Category 2: Amesbury Public School Department activities (student performances, student athletic events, school dances, graduation ceremonies, school councils, school committee, etc.).

Category 3: Amesbury- based youth organizations and community groups such as cultural, recreational, fraternal, patriotic, service & duly established charitable organizations.

- a. Seasonal/Recurring (12 uses within 3-month period)
- b. One-time use (less than 12 uses within a 3-month period)

Category 4: Established youth organizations and community groups, such as cultural, recreational, fraternal, patriotic, service & duly established charitable organizations.

- a. Seasonal/Recurring (12 uses within 3-month period)
- b. One-time use (less than 12 uses within a 3-month period)

Category 5: Individuals hosting a private event.

Category 6: For-profit businesses/organizations hosting a private event.

Category 7: All other groups not mentioned in Categories 3, 4, 5, and 6, including but not limited to religious organizations, political organizations, or private promoters for their own exclusive profit.

2. That Amesbury Code of Ordinances Chapter 396 Special Events is hereby further amended by adding a new section following §396-22, to be known as §396-23, entitled “Regulations governing fees.” to read as follows:

§396-23. Regulations governing usage fees.

- a. Categories 1 and 2 shall not be charged a fee to use the city-owned facilities in Amesbury.
 - b. All City and school sponsored events referenced in categories 1 and 2 can be reserved by contacting the Youth Recreation Department. Events that require additional support from City Departments i.e. Public Works, Police, Health, Inspections, etc. may require a Special Event Permit.
 - c. Categories 3 through 7 shall be assessed a fee to use city-owned facilities in Amesbury according to the fee schedule. These categories all require a Special Event Permit.
 - d. Categories 3 through 7 must pay applicable fees in full seven (7) days in advance of the event, unless prior arrangements have been made with the Mayor or their designee.
 - e. Utility charges are applicable to all categories as deemed necessary.
 - f. Amesbury Soccer Association shall be exempt from fees in accordance with the Lease Agreement dated August 8, 2014 for the leased premises identified in Exhibit 3. The Lease Agreement was authorized under Council Bill 2013-122.
3. That Amesbury Code of Ordinances Chapter 396 Special Events is hereby further amended by adding a new section following §396-23, to be known as §396-24, entitled “Usage fee schedule.” to read as follows:

\$396-24. Usage fee schedule.

Facility Name	Categories 3a & 4a	Categories 3b & 4b	Category 5	Category 6	Category 7	Utility Fee per hour
Al Capp Amphitheater	\$50/day	\$50/hr	\$75/hr	\$100/hr	\$150/hr	Included in Fees
Camp Kent - Great Room and Outdoors	Not Available	\$25/hr (min. 4 hours)	\$35/hr (min. 4 hours)	\$75/hr (min. 4 hours)	\$100/hr (min. 4 hours)	Included in Fees
Collins Street - Basketball Half Court	\$10/day	\$10/hr (min. 4 hours)	\$20/hr (min. 4 hours)	\$40/hr (min. 4 hours)	\$50/hr (min. 4 hours)	Not Applicable
Collins Street - Diamond Field	\$10/day	\$10/hr (min. 4 hours)	\$20/hr (min. 4 hours)	\$40/hr (min. 4 hours)	\$50/hr (min. 4 hours)	Not Applicable
Downtown - City Parking Lot	Not Available	\$75/day	\$100/day	\$150/day	\$200/day	Not Applicable
Downtown - Gazebo	Not Available	\$25/hr	\$50/hr	\$50/hr	\$75/hr	Included in Fees
Downtown - Market Square	Not Available	\$25/day	\$25/day	\$25/day	\$25/day	Not Applicable
Heritage Park	\$50/day	\$50/hr	\$75/hr	\$100/hr	\$150/hr	Included in Fees
Lake Gardner- Beach access for organized activity	Not Available	\$25/day	\$25/day	\$25/day	\$25/day	Not Applicable
Lake Gardner- Shade Sail	Not Available	\$25/hr (min. 4 hours)	\$35/hr (min. 4 hours)	\$75/hr (min. 4 hours)	\$100/hr (min. 4 hours)	Not Applicable
Landry Stadium	\$50/day	\$50/hr (min. 4 hours)	\$75/hr (min. 4 hours)	\$100/hr (min. 4 hours)	\$150/hr (min. 4 hours)	Included in Fees
Town Park - Band Stand	Not Available	\$25/hr	\$50/hr	\$50/hr	\$75/hr	Included in Fees
Town Park - Basketball Court	\$15/day	\$15/hr (min. 4 hours)	\$25/hr (min. 4 hours)	\$50/hr (min. 4 hours)	\$75/hr (min. 4 hours)	Not Applicable
Town Park - Disc Golf	Not Available	\$15/hr (min. 4 hours)	\$25/hr (min. 4 hours)	\$50/hr (min. 4 hours)	\$75/hr (min. 4 hours)	Not Applicable
Town Park - Highland Street Field	\$10/day	\$10/hr (min. 4 hours)	\$20/hr (min. 4 hours)	\$40/hr (min. 4 hours)	\$50/hr (min. 4 hours)	\$20/hr for lighting
Town Park - Joe Packer Field	\$25/day	\$25/hr	\$50/hr (min. 4 hours)	\$75/hr (min. 4 hours)	\$100/hr (min. 4 hours)	Included in Fees
Town Park - Corner Field	\$15/day	\$15/hr (min. 4 hours)	\$25/hr (min. 4 hours)	\$50/hr (min. 4 hours)	\$75/hr (min. 4 hours)	Included in Fees
Town Park - Randall Field	\$25/day	\$25/hr (min. 4 hours)	\$50/hr (min. 4 hours)	\$75/hr (min. 4 hours)	\$100/hr (min. 4 hours)	Included in Fees
Town Park - Red Shade Structure	Not Available	\$25/hr (min. 4 hours)	\$50/hr (min. 4 hours)	\$75/hr (min. 4 hours)	\$100/hr (min. 4 hours)	Not Applicable
Town Park - Skateboard Park	Not Available	\$15/hr (min. 4 hours)	\$25/hr (min. 4 hours)	\$50/hr (min. 4 hours)	\$75/hr (min. 4 hours)	\$20/hr for lighting
Town Park - Lower Diamond	\$10/day	\$10/hr (min. 4 hours)	\$20/hr (min. 4 hours)	\$40/hr (min. 4 hours)	\$50/hr (min. 4 hours)	Not Applicable
Training Field	\$10/day	\$10/hr (min. 4 hours)	\$20/hr (min. 4 hours)	\$40/hr (min. 4 hours)	\$50/hr (min. 4 hours)	Not Applicable
Woodsom Farm South- Sledding Side	Not Available	\$50/day	\$50/day	Not Available	Not Available	Not Applicable
Woodsom Farm North- Athletic Fields ¹	\$10/day	\$10/hr (min. 4 hours)	\$20/hr (min. 4 hours)	\$40/hr (min. 4 hours)	\$50/hr (min. 4 hours)	Not Applicable
Woodsom Farm North- Hay Fields	\$10/day	\$10/hr (min. 4 hours)	\$20/hr (min. 4 hours)	\$40/hr (min. 4 hours)	\$50/hr (min. 4 hours)	Not Applicable

¹ Fields identified in Exhibit 3 in the Lease Agreement with the Amesbury Soccer Association, dated August 8, 2014 shall be exempt from fees.

4. That Amesbury Code of Ordinances Chapter 396 Special Events is hereby further amended by adding a new section following §396-24, to be known as §396-25, entitled “Regulations governing the use of facilities.” to read as follows:

§396-25. Regulations governing the use of facilities.

- a. Only such facilities as have been requested and approved on the permit application shall be made available to the user/requester.
- b. If alcohol is to be served on premise, approval from the Amesbury Liquor License Commission is required.
- c. Smoking or use of tobacco products or illegal substances of any kind are not permitted on City premises per Amesbury Board of Health Rules & Regulations, Chapter 4, Section 2 and MGL Chapter 270, Section 22.
- d. All non-city or school related users (Categories 3 through 7) must submit a CERTIFICATE OF INSURANCE LIABILITY naming the City of Amesbury as additional insured. The Organization/Event Sponsor shall maintain Commercial General liability coverage of at least \$1 million per occurrence and \$2 million aggregate. A Certificate of Insurance endorsed to name the City of Amesbury, as an additional Insured must be provided before any approval of facility use.
- e. All applicants for use of facilities owned by the City of Amesbury shall hold the City of Amesbury free & without harm from any loss or damage liability or expense that may arise during or caused in any way by such use of occupancy of these facilities.
- f. Applications for Seasonal/Recurring use (Categories 3a and 4a) will be awarded based on the following schedule. After those dates, the Fee Category/Priority will serve as priority order for facility scheduling.

	Spring Season	Summer Season	Fall season
Application Period Opens	January	January	January
Application Due By	February 15	April 30	July 31
Permits Issued By	March 15	June 1	August 15

- g. Individual requests will be handled on first-come, first-serve basis according to the Usage fee category/priority and availability after Seasonal/Recurring applications are addressed.
- h. People or organizations renting the facilities shall clear their equipment at the end of their function. The applicant and organization shall be held responsible for the proper use of facility, for the conduct of the persons attending, and shall see to it that the activities are confined to the areas requested and the hours agreed to in the reservation. In the event that property loss or damage is incurred during such occupancy of City facilities, the amount of damage shall be decided by the

Director of Public Works, Chief Financial Officer or their designee(s). A bill for damages or removal of anything left behind will be presented to the individual or group using or occupying the facilities during the time loss or damage was sustained.

- i. Any requests for waivers of fees or other conditions must be addressed by the Mayor.
 - j. Any licenses or city ordinances require compliance (signage, tents, food, liquor, etc.).
 - k. Field permit holders are not allowed to practice or play games on any field under the following conditions:
 - When there is standing water on the field.
 - When the ground is water-logged and “squishy”.
 - When the footing is unsure and slippery.
 - During any thunderstorm, lightening event, or heavy rain.
 - When the field is snow-covered, further snow removal is not permitted.
 - l. Infield/Field striping and lining is not included as part of the fee for using a field.
 - m. Refunds/Cancellations - All fees paid are non-refundable unless the scheduled event is cancelled with written notice at least 30 days in advance.
 - n. Reallocation or subletting fields or facilities is strictly prohibited. If permitted fields are going unused, the unused dates may not be assigned to non-permitted users and are to be turned back to the City for allocation to other users.
 - o. Revocation of permission - Any violation of the permit’s terms, conditions, and/or limitations shall be ground for immediate revocation of the permit. No refund of the permit fee will be granted and future applications for permits may be denied. Additionally, the Mayor, Recreation Director or Chief of Police reserve the right to cancel any permission granted. Revocation can occur for the following reasons:
 - If there is a present existing or imminent danger to public health, safety or welfare.
 - Observed reoccurrence of permitted entity not using the reserved space.
5. This Ordinance shall become effective upon passage.

§ 396-1. Title.

This chapter shall be referred to as the "Special Events Ordinance."

§ 396-2. Purpose.

- A. It is the purpose of the City Council to establish a comprehensive process for permitting special events conducted by the private sector using City streets, facilities or services and in some cases private facilities. It is recognized that these special events provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as part of governmental services. However, since certain special events will have minor and major impacts on the community in general, and on the neighborhood of the venue in particular, a central purpose of this chapter is to reasonably regulate those situations where major impacts can reasonably be expected to occur.
- B. By recognizing the potential impacts of special events on venues, it is further intended to:
- (1) Provide a coordinated process for the regulation of certain activities conducted in conjunction with special events;
 - (2) Ensure the health and safety of patrons of special events;
 - (3) Prohibit illegal activity from occurring within a special event venue on private or public property;
 - (4) Protect the rights and interests granted a special event permit holder, while at the same time reasonably holding them accountable for justified responsibilities;
 - (5) Create a mechanism for cost recovery for special events without having an adverse effect on those special events that contribute to the community;
 - (6) Protect the rights of its citizens to engage in protected free speech expression activities, allowing the least-restrictive and reasonable time, place and manner regulation of those activities within the overall context of rationally regulating special events that have an impact upon public facilities and services.

§ 396-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BUILDING — Any fully enclosed permanent structure built for the support, shelter, or enclosure of persons, animals, livestock, or property of any kind.

EVENT ORGANIZER — Any person who conducts, manages, promotes, organizes, aids or solicits attendance at a commercial or noncommercial special event. The event organizer will be responsible for all details concerning the application, including fees, plans, and paperwork; in the event that the event organizer is not an individual but a host organization, such event organizers shall designate an individual person as being the responsible party for said event organizer.

FACILITY(IES) — Any City-owned or -operated property or property interest.

GOODS — Goods, wares, personal property, merchandise or any other similar items that are

generally sold.

HIGHWAY — A way or place of any nature, publicly maintained and open to the use of the public for purposes of vehicular travel. "Highway" includes streets.

HOST ORGANIZATION — The sponsoring organization that has overall authority of the special event venue.

PRIVATE PROPERTY — Any property other than that which the City owns or operates or has property interest in.

SERVICES — The use of City employee time required for safe operation of an event.

SPECIAL EVENT —

- A. Use of any City park, building, street or other facility or private property when an organized activity is conducted, to which the public is invited or admitted, with a common purpose and under the direction or control of a person, and any one or more of the following factors exist:
 - (1) A fee is charged or money is collected;
 - (2) Alcohol and/or food will be sold;
 - (3) Temporary structures are constructed;
 - (4) A City facility will be closed to general use by the public or use by the general public will be denied in part or in whole;
 - (5) The location will be used beyond its normal capacity or typical range of uses;
 - (6) The proposed use is likely to infringe on other users' activities at that location;
 - (7) The activity on a street or other public place is impacted in a manner which disrupts the normal or usual traffic patterns, regulations or controls;
 - (8) The Mayor reasonably determines that the event will result in substantial impact on City resources, facilities or public safety services in response thereto.
- B. Examples of special events include, by way of illustration and without limitation, concerts, dances, assemblages, processions, parades, marching band reviews, circuses, fairs, festivals, block parties, community events, mass participation sports (such as, marathons and running events, bicycle races or tours, sports tournaments, obstacle course races), spectator sports or other organized activity conducted for a common or collective use.
- C. Special events do not include normal City-sponsored programs or activities or regular sporting events or tournaments held inside a building or at a facility qualified as a "place of public assembly" and intended for that purpose.

SPECIAL EVENT PERMIT — A permit issued under this chapter.

SPECIAL EVENT VENUE — That area for which a special event permit has been issued.

STREET — A way or place of any nature, publicly maintained and open to use of the public for

purposes of vehicular travel. "Street" includes highway, alley, and other public ways.

VENDOR — Any person who sells or offers to sell any goods, food, or beverages within a special event venue.

§ 396-4. Enforcement authority.

The Mayor is authorized to administer and enforce the provisions of this chapter. In doing so, the Mayor and/or his/her designee(s) may exercise any enforcement powers available to the City under all applicable state laws, City ordinances and other applicable laws and regulations.

§ 396-5. Delegation of Mayor's authority.

The Mayor may delegate any or all of his or her functions under this chapter to designated department heads and/or subordinates as the Mayor may reasonably determine. Whenever the term "Mayor" is used herein, the term shall include any designee of the Mayor as the Mayor may reasonably determine.

§ 396-6. Permit required.

- A. It is unlawful for any person to conduct, promote, manage, aid, or solicit attendance at a special event without first obtaining a special event permit from the Mayor or his/her designee.
- B. The Mayor is authorized to issue permits for special events occurring within the City limits of the City pursuant to this chapter. The Mayor is authorized to determine the special event venue. The Mayor shall set reasonable boundaries for the special event venue, balancing the special event requirements and public health, safety, and welfare. The Mayor is authorized to coordinate the issuance of a special event permit with other public agencies under whose jurisdiction or property the event or portion thereof occurs. The Mayor is authorized to grant exceptions and waivers as set forth immediately below and elsewhere in this chapter.

§ 396-7. Exceptions to permit requirement.

- A. The following activities are exempt from the special event permit requirement:
 - (1) Activities sponsored and conducted entirely by the City;
 - (2) Activities cosponsored by the City;
 - (3) Activities conducted pursuant to a City Council approved contract between the City and the event organizer;
 - (4) Activities conducted by a governmental agency acting within the scope of its authority;
 - (5) Activities conducted at private facilities which have a use permit that allows such activities;
 - (6) Funeral processions;
 - (7) Lawful picketing on sidewalks;

- (8) Demonstrations of 100 people or more that do not involve the use of vehicles, animals, fireworks, pyrotechnics or equipment, including sound equipment, provided that:
 - (a) No fee or donation is charged or required as a condition of participation in or attendance at such demonstration; and
 - (b) The Chief of Police is notified and a special event checklist is completed at least 72 hours in advance of the commencement of the demonstration;
 - (9) Demonstrations of fewer than 100 people and that comply with traffic and noise laws;
 - (10) Spontaneous events for the purpose of expressive activity that occur in response to breaking news that has occurred less than 72 hours prior to the event; and
 - (11) Activities and events reasonably determined by the Mayor in writing (including e-mails) as not requiring a special event permit due to their minimal impact on the community.
- B. Although not required to get a special event permit, an event organizer of an activity exempted pursuant to Subsection A of this section is required to comply with general regulations governing public health and safety as applicable, including, without limitation, use permits for City property and parks and public safety details (fire, police, etc.).

§ 396-8. Issuance of permit does not obligate City services.

- A. Issuance of a special event permit pursuant to this chapter does not obligate or require the Mayor or any City department or official to provide City services, equipment or personnel in support of an event.
- B. The Mayor may, in his reasonable judgment, determine that the City will provide City services, equipment, or personnel for special events. If City services, equipment, or personnel are provided, the event organizer shall provide the City with cost recovery; but in the case of a protected free speech expression activity, such cost recovery shall be in accordance with all applicable law regarding the same.

§ 396-9. Time for filing application for permit; notifying Mayor of demonstration.

- A. For special events, an application for a special event permit shall be filed with the Mayor not less than 60 calendar days nor more than one year prior to the date(s) when the special event is proposed to be conducted.
- B. Any individual or organization organizing a demonstration shall submit a special event checklist to the Mayor not less than 72 hours before the time when the individual or organization proposes to conduct the demonstration.

§ 396-10. When application deemed complete.

An application for a special event permit is deemed complete when the applicant has provided all of the information required in § 396-11 and has paid all the required fees set in § 396-21. All other City fees that may also apply must have been paid as well. The applicant shall be notified in writing when the application is deemed complete.

§ 396-11. Contents of application.

The application for a special event permit shall be in a form prescribed by the Mayor and will include but not be limited to the following, as applicable to the event:

- A. The name, address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any, and shall contain certification that the responsible party for the event organizer is at least 18 years of age;
- B. A statement of the purpose of the special event;
- C. The proposed location for the special event;
- D. The date(s) and times when the special event is to be conducted;
- E. The specific proposed site or route, including a map and written narrative of the route;
- F. The approximate number of persons and/or vehicles that will constitute the special event;
- G. The number of vendors, suppliers and entertainers and the nature of goods to be provided or sold, including but not limited to the type of food and drink;
- H. The number and location of portable sanitation facilities and a recycling plan and waste management plan;
- I. Other equipment or services necessary to conduct the event with due regard for participant and public health and safety;
- J. Insurance and/or surety bond information; and
- K. Any special or unusual requirements that may be imposed or created by virtue of the nature or operation of the proposed event activity.

§ 396-12. Contents of permit.

A special event permit may contain but is not limited to the following information or conditions, as applicable to the event:

- A. The location of the special event venue identified by a map attached to the special event permit.
- B. The dates, assembly area, times for assembly, and starting and ending time of the special event.
- C. The specific route plan to the special event.
- D. The minimum and maximum speeds of the special event.
- E. The number and types of persons, animals and/or vehicles, the number of bands, other musical units and equipment capable of producing sound, if any, and limitations thereon pertaining to noise abatement.
- F. The portion of the street and sidewalk that is to be occupied by the event.

- G. The number and location of traffic controllers, monitors, other support personnel and equipment and barricades to be furnished by the special event organizer.
- H. Conditions or restrictions on the use of alcoholic beverages and authorization for and conditions of the exclusive control or regulation of vendors and related sales activity by the event organizer during the special event. Proof of full liquor liability insurance and a license to dispense alcohol from the Liquor Commission must be provided if alcohol is sold.
- I. Provisions for any required emergency medical or rescue services. Any person or agency providing such service will be approved by the Fire Chief or designee.
- J. Such other information and conditions as are reasonably necessary for the conduct of the special event and the enforcement of this chapter, including the requirement for the on-site presence of the event organizer or its designated representative for all event coordination and management purposes.
- K. As a condition of the issuance of a special event permit, the applicant shall be required to make adequate provisions for cleaning up the area or route of the event both during and upon completion of the event and to return the area or route to the same condition of material preservation and cleanliness as existed prior to the event, and to pay for the cost to repair any damages caused by the event.
- L. At the discretion of the Mayor, a surety bond (or other reasonable means of providing financial assurance) may be required, as well as any other reasonable event permit conditions.

§ 396-13. Amendments to an approved application.

- A. Once an application has been approved, an amendment shall be filed at least 10 calendar days prior to the event if any of the conditions have changed, including but not limited to:
 - (1) Number of attendees;
 - (2) The boundaries, course, or location of the event;
 - (3) Admission charged vs. free event;
 - (4) Alcohol vs. nonalcohol event;
 - (5) Loss of insurance coverage;
 - (6) Addition of live music or dance; and
 - (7) Addition of animals, livestock, fireworks, water or air activities or other uses that would significantly change the permit conditions.
- B. The Mayor has the discretion to revoke the permit due to changed conditions.

§ 396-14. Mayor's action on permit application.

- A. Except as provided in subsections below, the Mayor or his designee shall take final action upon a completed application for a special event permit within 30 calendar days.

- B. The Mayor or his designee is not required to take final action upon any special event permit application prior to 10 months before the event.
- C. The Mayor or his designee is not required to take final action on an incomplete or untimely special event permit application.
- D. Final action on a completed special event permit application shall consist of one of the following:
 - (1) Issuance of a special event permit in accordance with the terms of the application; or
 - (2) Issuance of a special event permit in accordance with the terms of the application, as modified by mutual agreement between the Mayor and the applicant; or
 - (3) Denial of the special event permit application by the Mayor.
- E. Notwithstanding the Mayor's acceptance of a completed application, no date shall be considered confirmed until a special event permit is actually issued.

§ 396-15. Reasons for denial of a permit.

- A. The Mayor or his designee shall deny a special event permit to an applicant who has not:
 - (1) Provided for the services of a sufficient number of personnel authorized to direct traffic who are trained, certified and appointed; or
 - (2) Provided sufficient monitors or security guards and/or specialized "event staff" for crowd control and safety; or
 - (3) Provided sufficient safety, health or sanitation equipment, services or facilities that are reasonably necessary to ensure that the event will be conducted with due regard for public health and the safety of participants and/or attendees; or
 - (4) Provided sufficient off-site parking or shuttle service, or both, when required to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the event; or
 - (5) Obtained permits and/or public safety (police/fire) details from other relevant authorities, as required in § 396-17; or
 - (6) Provided adequate proof of insurance covering the event; or
 - (7) Paid fees, other required deposits, damages or other costs from prior events or for this event.

§ 396-16. Display of permit required.

A copy of the special event permit shall be displayed in the special event venue in the method prescribed by the Mayor applicable to the particular event and shall be exhibited upon demand of any City official.

§ 396-17. Other permits and licenses.

- A. The issuance of a special event permit does not relieve any person from the obligation to obtain any other permit or license required pursuant to this chapter or by any other public entity with jurisdiction over the event, including but not limited to the Amesbury Police Department, Amesbury Fire Department, Conservation Commission and the Board of Health.
- B. The issuance of any other permit or license issued pursuant to this chapter does not relieve any person from the obligation to obtain a special event permit pursuant to this chapter.

§ 396-18. Emergency and general powers of public safety officials.

As provided in applicable provisions of Massachusetts General Laws, public safety and public health officials are empowered to exercise all such emergency powers as granted to them, and nothing in this chapter shall in any way restrict any such emergency and general powers.

§ 396-19. Cost recovery for unlawful special event.

Whenever a commercial or noncommercial special event is conducted without a special event permit when one is required, or an event is conducted in violation of the terms of an issued special event permit, the event organizer/host organization shall be responsible for all City costs incurred. The Mayor shall charge and bill the event organizer/host organization for personnel and equipment involved in any public safety response caused by, growing out of or necessitated by the adverse impacts of the event or the violation of the special event permit upon public safety.

§ 396-20. Severability.

The invalidity of one or more phrases, sentences, clauses or articles contained in this chapter shall not affect the remaining portions of this chapter or any part thereof; and in the event that any one or more of such phrases, sentences, clauses or articles should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, this chapter shall be construed as if such invalid phrases, sentences, clauses or articles had not been inserted in this chapter.

§ 396-21. Permit fee.

The special event permit fee shall initially be \$25 or as set periodically by the Mayor or his designee, subject to the approval of the City Council.



CITY OF AMESBURY
IN THE YEAR TWO THOUSAND FOURTEEN

SPONSORED BY: Sherwood, Lavoie, and Ferguson BILL No. 2014-116

At the meeting of the Amesbury City Council held on June 9, 2015 in the City Hall Auditorium the following action was taken:

An Ordinance to Create a Special Event Permit and Process

Summary: A. It is the purpose of the City Council to establish a comprehensive process for permitting special events conducted by the private sector using City streets, facilities or services and in some cases private facilities. It is recognized that these special events provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as part of governmental services. It must be recognized, however, that certain special events will have minor and major impacts on the community in general, and on the neighborhood of the venue in particular; a central purpose of this Ordinance is to reasonably regulate those situations where major impacts can reasonably be expected to occur.

Be it Ordained by the City Council of the City of Amesbury assembled and by the authority of the same, as follows:

Title.

This chapter shall be referred to as the "Special Events Ordinance."

I. Purpose.

- A. It is the purpose of the City Council to establish a comprehensive process for permitting special events conducted by the private sector using City streets, facilities or services and in some cases private facilities. It is recognized that these special events provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as part of governmental services. However, that certain special events will have minor and major impacts on the community in general, and on the neighborhood of the venue in particular; a central purpose of this Ordinance is to reasonably regulate those situations where major impacts can reasonably be expected to occur.
- B. By recognizing the potential impacts of special events on venues, it is further intended to:
 - a. Provide a coordinated process for the regulation of certain activities conducted in conjunction with special events;
 - b. Ensure the health and safety of patrons of special events;

- c. Prohibit illegal activity from occurring within a special event venue on private or public property;
- d. Protect the rights and interests granted a special event permit holder, while at the same time reasonably holding them accountable for justified responsibilities;
- e. Create a mechanism for cost recovery for special events without having an adverse effect on those special events that contribute to the community;
- f. Protect the rights of its citizens to engage in protected free speech expression activities, allowing the least restrictive and reasonable, time, place and manner regulation of those activities within the overall context of rationally regulating special events that have an impact upon public facilities and services.

II. Definitions.

As used in this chapter:

“Building” means any fully enclosed permanent structure built for the support, shelter, or enclosure of persons, animals, livestock, or property of any kind.

“Event organizer” means any person who conducts, manages, promotes, organizes, aids or solicits attendance at a commercial or non-commercial special event. The event organizer will be responsible for all details concerning the application, including fees, plans, and paperwork; in the event that the event organizer is not an individual but a host organization, such event organizers shall designate an individual person as being the responsible party for said event organizer.

“Facility(ies)” means any City-owned or operated property or property interest.

“Goods” means goods, wares, personal property, merchandise or any other similar items that are generally sold.

“Highway” means a way or place of any nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes streets.

“Host organization” means the sponsoring organization that has overall authority of the special event venue.

“Private property” means any property other than that which the City owns or operates or has property interest.

“Services” means the use of City employee time required for safe operation of an event.

“Special event” means:

1. Use of any City park, building, street or other facility or private property when an organized activity is conducted, to which the public is invited or admitted, with a common purpose and under the direction or control of a person, and any one or more of the following factors exist:

- a. A fee is charged or money is collected;
- b. Alcohol and/or food will be sold;
- c. Temporary structures are constructed;
- d. A City facility will be closed to general use by the public or use by the general public will be denied in part or in whole;
- e. The location will be used beyond its normal capacity or typical range of uses;
- f. The proposed use is likely to infringe on other users’ activities at that location;
- g. The activity on a street or other public place is impacted in a manner which disrupts the normal or usual traffic patterns, regulations or controls;
- h. The Mayor reasonably determines that the event will result in substantial impact on City resources, facilities or public safety services in response thereto.

2. Examples of special events include, by way of illustration and without limitation, concerts, dances, assemblages, processions, parades, marching band reviews, circuses, fairs, festivals, block parties, community events, mass participation sports (such as, marathons and running events, bicycle races or tours, sports tournaments, obstacle course races), spectator sports or other organized activity conducted for a common or collective use.

3. Special events do not include normal City sponsored programs or activities or regular sporting events or tournaments held inside a building or at a facility qualified as a "place of public assembly" and intended for that purpose.

"Special event permit" means a permit issued under this chapter.

"Special event venue" means that area for which a special event permit has been issued.

"Street" means a way or place of any nature, publicly maintained and open to use of the public for purposes of vehicular travel. Street includes highway, alley, and other public ways.

"Vendor" means any person who sells or offers to sell, any goods, food, or beverages within a special event venue.

III. **Enforcement authority.**

The Mayor is authorized to administer and enforce the provisions of this chapter. In doing so, the Mayor and/or designee(s) may exercise any enforcement powers available to the City under all applicable state law, city ordinances and other applicable law and regulations.

IV. **Delegation of Mayor's authority.**

The Mayor may delegate any or all of his or her functions under this chapter to designated Department Heads and/or subordinates as the Mayor may reasonably determine. Whenever the term "Mayor" is used herein, the term shall include any designee of the Mayor as the mayor may reasonably determine.

V. **Special event permit required.**

A. It is unlawful for any person to conduct, promote, manage, aid, or solicit attendance at a special event, without first obtaining a special event permit from the Mayor or designee.

B. The Mayor is authorized to issue permits for special events occurring within the City limits of the City pursuant to this chapter. The Mayor is authorized to determine the special event venue. The Mayor shall set reasonable boundaries for the special event venue, balancing the special event requirements and public health, safety, and welfare. The Mayor is authorized to coordinate the issuance of a special event permit with other public agencies under whose jurisdiction or property the event or portion thereof occurs. The Mayor is authorized to grant exceptions and waivers Mark, as set forth immediately below and elsewhere in this Ordinance.

VI. **Exceptions to special event permit requirement.**

A. The following activities are exempt from the special event permit requirement:

1. Activities sponsored and conducted entirely by the City;
2. Activities co-sponsored by the City;
3. Activities conducted pursuant to a City Council approved contract between the City and the event organizer;
4. Activities conducted by a governmental agency acting within the scope of its authority;
5. Activities conducted at private facilities which have a use permit that allows such activities;
6. Funeral processions;
7. Lawful picketing on sidewalks;
8. Demonstrations of 100 people or more that do not involve the use of vehicles, animals, fireworks, pyrotechnics or equipment, including sound equipment, provided that:
 - a. No fee or donation is charged or required as a condition of participation in or attendance at such demonstration, and
 - b. The Chief of Police is notified and a special event checklist is completed at least 72 hours in advance of the commencement of the demonstration;
9. Demonstrations of less than 100 people and that comply with traffic and noise laws;

10. Spontaneous events for the purpose of expressive activity that occur in response to breaking news that has occurred less than 72 hours prior to the event; and
11. Activities and events reasonably determined by the Mayor in writing (including emails) as not requiring a special event permit due to the air minimal impact on the community

B. Although not required to get a special event permit, an event organizer of an activity exempted pursuant to subsection A of this section, is required to comply with general regulations governing public health and safety as applicable, including without limitation use permits for City property and parks, and public safety details (fire, police etc).

VII. Issuance of a special event permit does not obligate City services.

A. Issuance of a special event permit pursuant to this chapter does not obligate or require the Mayor or any city department or official to provide City services, equipment or personnel in support of an event.

B. The Mayor may in his reasonable judgment determine that the City will provide City services, equipment, or personnel for special events. If City services, equipment, or personnel are provided, the event organizer shall provide the City with cost recovery, but in the case of a protected free speech expression activity, such cost recovery shall be in accordance with all applicable law regarding the same. T.

VIII. Time for filing application for special event permit—Time for notifying Mayor of demonstration.

A. For special events, an application for a special event permit shall be filed with the Mayor not less than 60 calendar days, nor more than one (1) year, prior to the date(s) when the special event is proposed to be conducted.

B. Any individual or organization organizing a demonstration shall submit a special event checklist to the Mayor not less than 72 hours before the time when the individual or organization proposes to conduct the demonstration.

IX. When application for special event permit is deemed complete.

An application for a special event permit is deemed complete when the applicant has provided all of the information required in Section X, and has paid all the required fees set in Section XX. All other City fees that may also apply must have been paid, as well. The applicant shall be notified in writing when the application is deemed complete.

X. Content of special event permit application.

The application for a special event permit shall be in a form prescribed by the Mayor and will include but not be limited to the following, as applicable to the event:

- A. The name, address, telephone number and of the event organizer, if any, and the chief officer of the event organizer, if any, and shall contain the certification that responsible party for the event organizer is at least 18 years of age;
- B. A statement of the purpose of the special event;
- C. The proposed location for the special event;
- D. The date(s) and times when the special event is to be conducted;
- E. The specific proposed site or route, including a map and written narrative of the route;
- F. The approximate number of persons and/or vehicles that will constitute the special event;
- G. The number of vendors, suppliers and entertainers and the nature of goods to be provided or sold including but not limited to the type of food and drink;
- H. The number and location of portable sanitation facilities and a Recycling Plan and Waste Management Plan;
- I. Other equipment or services necessary to conduct the event with due regard for participant and public health and safety;
- J. Insurance and/or surety bond information; and

- K. Any special or unusual requirements that may be imposed or created by virtue of the nature or operation of the proposed event activity.

XI. Content of special event permit.

A special event permit may contain but is not limited to the following information or conditions, as applicable to the event:

- A. The location of the special event venue identified by a map attached to the special event permit;
- B. The dates, assembly area, times for assembly, starting and ending time of the special event;
- C. The specific route plan to the special event;
- D. The minimum and maximum speeds of the special event;
- E. The number and types of persons, animals and/or vehicles, the number of bands, other musical units and equipment capable of producing sound, if any, and limitations thereon pertaining to noise abatement;
- F. The portion of the street and sidewalk that is to be occupied by the event;
- G. The number and location of traffic controllers, monitors, other support personnel and equipment and barricades to be furnished by the special event organizer;
- H. Conditions or restrictions on the use of alcoholic beverages and authorization for and conditions of the exclusive control or regulation of vendors and related sales activity by the event organizer during the special event. Proof of full liquor liability insurance and a license to dispense alcohol from the Liquor Commission must be provided if alcohol is sold;
- I. Provisions for any required emergency medical or rescue services. Any person or agency providing such service will be approved by the Fire Chief or designee;
- J. Such other information and conditions as are reasonably necessary for the conduct of the special event and the enforcement of this chapter, including the requirement for the on-site presence of the event organizer or its designated representative for all event coordination and management purposes;
- K. As a condition of the issuance of a special event permit, the applicant shall be required to make adequate provisions for cleaning up the area or route of the event both during and upon completion of the event and to return the area or route to the same condition of material preservation and cleanliness as existed prior to the event, and to pay for the cost to repair any damages caused by the event.
- L. At the discretion of the Mayor, a surety bond (or other reasonable means of providing financial assurance) may be required, as well as any other reasonable event permit conditions.

XII. Amendments to an approved application.

A. Once an application has been approved, an amendment shall be filed at least 10 calendar days prior to the event if any of the conditions have changed, including but not limited to:

- 1. Number of attendees;
- 2. The boundaries, course, or location of the event;
- 3. Admission charged vs. free event;
- 4. Alcohol vs. non-alcohol event;
- 5. Loss of insurance coverage;
- 6. Addition of live music or dance; and
- 7. Addition of animals, livestock, fireworks, water or air activities or other uses that would significantly change the permit conditions.

B. The Mayor has the discretion to revoke the permit due to changed conditions.

XIII. Mayor's action on special event permit application.

- A. Except as provided in subsections below, the Mayor or his designee shall take final action upon a completed application for a special event permit within 30 calendar days.

- B. The Mayor or his designee is not required to take final action upon any special event permit application prior to 10 months before the event.
- C. The Mayor or his designee is not required to take final action on an incomplete or untimely special event permit application.
- D. Final action on a completed special event permit application shall consist of one of the following:
 - 1. Issuance of a special event permit in accordance with the terms of the application; or,
 - 2. Issuance of a special event permit in accordance with the terms of the application, as modified by mutual agreement between the Mayor and the applicant; or,
 - 3. Denial of the special event permit application by the Mayor.
- E. Notwithstanding the Mayor's acceptance of a completed application, no date shall be considered confirmed until a special event permit is actually issued.

XIV. Reasons for denial of a special event permit.

- A. The Mayor or his designee shall deny a special event permit to an applicant who has not:
 - 1. Provided for the services of a sufficient number of personnel authorized to direct traffic who are trained, certified and appointed; or
 - 2. Provided sufficient monitors or security guards and/or specialized "event staff" for crowd control and safety; or
 - 3. Provided sufficient safety, health or sanitation equipment, services or facilities that are reasonably necessary to ensure that the event will be conducted with due regard for public health and the safety of participants and/or attendees; or
 - 4. Provided sufficient off-site parking or shuttle service, or both, when required to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the event; or
 - 5. Obtained permits and/or public safety (police/fire) details from other relevant authorities, as required in Section XVI;
 - 6. Provided adequate proof of insurance covering the event; or
 - 7. Paid fees, other required deposits, damages or other costs from prior events or for this event.

XV. Display of special event permit required.

A copy of the special event permit shall be displayed in the special event venue in the method prescribed by the Mayor applicable to the particular event and shall be exhibited upon demand of any City official.

XVI. Other permits and licenses.

A. The issuance of a special event permit does not relieve any person from the obligation to obtain any other permit or license required pursuant to this Ordinance or by any other public entity with jurisdiction over the event, including but not limited to the Amesbury Police Department, Amesbury Fire Department, Conservation Commission and the Board of Health.

B. The issuance of any other permit or license issued pursuant to this Ordinance does not relieve any person from the obligation to obtain a special event permit pursuant to this chapter.

XVII. Emergency and general powers of public safety officials.

As provided in applicable provisions of Massachusetts Gen. laws, public safety and public health officials are empowered to exercise all such emergency powers as granted to them, and nothing in this ordinance shall in any way restrict any such emergency and general powers.

XVIII. Cost recovery for unlawful special event.

Whenever a commercial or noncommercial special event is conducted without a special event permit when one is required, or an event is conducted in violation of the terms of an issued special event permit, the event organizer/host organization shall be responsible for all City costs incurred. The Mayor shall charge and bill the event organizer/host organization for personnel and equipment involved in any public safety response caused by, growing out of or necessitated by the adverse impacts of the event, or the violation of the special event permit upon public safety.

XIX. Partial invalidity .

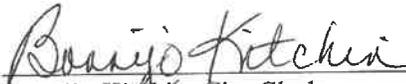
The invalidity of one or more phrases, sentences, clauses or articles contained in this Ordinance shall not affect the remaining portions of this Ordinance or any part thereof, and in the event that any one (1) or more of such phrases, sentences, clauses or articles should be declared invalid by the final order, decree or judgment of a Court of competent jurisdiction, this Ordinance shall be construed as if such invalid phrases, sentences, clauses or articles had not been inserted in this Ordinance.

XX. Permit Fee

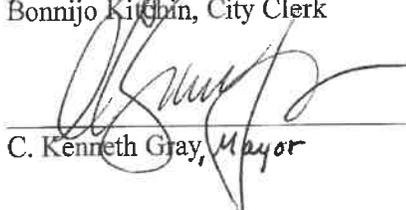
The Special Event Permit fee shall initially be \$25 or as set periodically by the Mayor or his designee, subject to the approval the City Council.

Councilor Lavoie moved approval of 20014-116 as amended by the Ordinance Committee. Councilor Sherwood seconded. Roll Call Vote – 9 – Yes (Unanimous)

Witness my hand and seal for the City of Amesbury this 15th day of June, 2015



Bonnijo Kitchen, City Clerk



C. Kenneth Gray, Mayor



Date



AMESBURY
IN THE YEAR TWO THOUSAND FIVE

SPONSORED BY: David T. Hildt, Mayor BILL No. 2005-104

At the meeting of the Amesbury Municipal Council held on November 15, 2005 in the Town Hall Auditorium the following action was taken:

An Order to request the Municipal Council accept and approve usage fees for Town fields and facilities under the jurisdiction of the Parks & Recreation Commission.

Be it Ordained by the Municipal Council of the Town of Amesbury assembled, and by the authority of the same as follows:

That the Municipal Council vote to accept and approve usage fees for Town fields and facilities under the jurisdiction of the Parks & Recreation Commission as recommended and described in the attached letter from the Town's Youth Recreation Director and Parks and Recreation Commission.

Councilor Christopher Lawrence moved the Ordinance Committee recommendation to approve as amended changing 1 to one under Time Use (Ball fields only). Councilor James D. Chandler seconded.

Roll Call Vote - 7-Yes, 1-Not in Room for Vote, Benson (7 members present)

Witness my hand and seal for the Town of Amesbury this 18th day of November, 2005

Bonijio Kitchin
Town Clerk

David T. Hildt
David T. Hildt, Mayor

11/21/05
Date

A TRUE COPY ATTEST

Bonijio Kitchin



Office of Mayor David T. Hildt
Town Hall, 62 Friend Street
Amesbury, MA 01913-2884

2005-104

RECEIVED
05 SEP 15 AM 8:58
AMESBURY TOWN CLERK

Amesbury

(978) 388-8121
Fax: (978) 388-6727
Mayor@ci.amesbury.ma.us

MEMORANDUM

TO: Municipal Council
CC:
DATE: Wednesday, September 14, 2005
FROM: David T. Hildt, Mayor
RE: Proposed Usage Fee/Parks & Recreation

I have reviewed the proposed usage fees for Town fields and facilities which come under the jurisdiction of the Parks & Recreation Commission.

I am in complete agreement with the proposal and hope that the Municipal Council will accept and approve the usage fees as described in the information attached to the Order I have submitted.

Thank you for your consideration.

David T. Hildt
Mayor

DTH/dlm



Amesbury

Office of Community & Economic Development
Kathleen Crowley
9 School Street
Amesbury, MA 01913-2892

Tel: (978) 388-8137
Fax: (978) 388-0597
Email: kathleen@ci.amesbury.ma.us

Wednesday, July 18, 2005

To Mayor Hildt and concerned parties,

Amesbury's Parks and Recreation Commission, along with the Town's Youth Recreation Director, have been reviewing for the past several months how many Massachusetts cities and Towns utilize event fees and group use fees for the Town's fields and facilities (under the Parks and Rec. Commission's designated areas). As a result, a subcommittee was formed to evaluate fee structures from other towns and formulate a structure for the City of Amesbury. In the Parks and Recreation Commission's last vote on May 19, 2005, the presented fee structure was voted on and all members agreed.

The Parks and Recreation Commission advise and recommend to the Mayor that the following fee structure be utilized in the Town of Amesbury.

Usage Fees recommended By Parks and Recreation Commission:

Youth Recreation, Youth Organizations and Amesbury Public Schools:

Priority to Youth Recreation, School, and then Youth Organizations in that order
Resident: No Charge- must have 85% residency
Non-Resident - N/A (No out of Town- not enough space)

Adult Organizations (currently there are none but it has been asked): Must have 85% minimum residency

Resident: \$10/per player/per season
Non Resident: N/A (No out of Town- not enough space)

1- Time Use (Ball fields only):

Resident: \$30 per field/ hour with a minimum of 2 hours
Non resident: \$50 per field per hour, with a minimum of 2 hours

One Time Use: (Camp Kent, Woodsom Farm)

Resident, Non-Resident, For Profit and Non Profit: \$50/hour with 2 hour minimum

Camps or clinics (week long)- Must have permit from Health Department
\$500/wk based on Monday through Friday 9am - 3pm

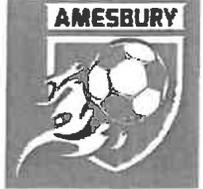
No light Fees, on timer

Other comments:

16 30
SK



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LEASE AGREEMENT
Woodsom Farm Soccer Facility
between
The City of Amesbury and Amesbury Soccer Association

This LEASE AGREEMENT (this "Lease") is made as of the 8th day of August, 2014 by and between the **City of Amesbury**, hereafter referred to as the "City," acting by and through its Mayor, having an address of 62 Friend Street, Amesbury, Massachusetts 01913, and the **Amesbury Soccer Association, Inc.**, hereafter referred to as the "Tenant," a Massachusetts non-profit corporation, having a mailing address of P.O. Box 127, Amesbury, Massachusetts 01913.

Whereas: The City of Amesbury values and respects the work of non-profit athletic organizations that provide support and services to our youth.

Whereas: The City of Amesbury understands that government cannot provide all the services necessary without the volunteer commitment of non-profit athletic organizations.

Whereas: The Amesbury City Council voted (Bill No. 2013-122) to authorize the Mayor to offer leased space at Woodsom Farm for the development of soccer fields for the community's youth.

Whereas: The City of Amesbury issued a "Request for Proposals (Lease of Property for Public Benefit) ("RFP")," dated December 26, 2013, attached as Exhibit 1, to lease City-owned property, located off Lions Mouth Road, which represents a portion of Woodsom Farm, "for the purpose of designing, funding, permitting, developing, operating, maintaining, and providing league services for youth soccer," subject to an agreement that required the successful proposer to construct recreational fields and use the leased property for the aforesaid purposes.

Whereas: The Amesbury Soccer Association, Inc. submitted a proposal in response to the RFP, dated January 30, 2014 (the "Proposal"), attached as Exhibit 2, pursuant to which the Amesbury Soccer Association, Inc. proposed to relocate and consolidate existing playing fields to a single, safer property; maintain the improved fields and bear all costs associated with the project, leveraging grants and other non-taxpayer funded financing, including private financing.

Whereas: The City of Amesbury determined that the Proposal was responsive to and met the evaluation criteria set forth in the RFP, and the Amesbury Soccer Association, Inc. clearly demonstrated the ability to serve the youth of the City of Amesbury in a professional and cost effective manner, and selected the Amesbury Soccer Association, Inc. to develop the City property as soccer fields (the "Project") in a safe and efficient manner, to serve the athletic needs of the youth of the community in a manner that provides quality services, while minimizing costs to the residents of the City of Amesbury.

Now Therefore: The City of Amesbury and the Amesbury Soccer Association, Inc. enter into this Lease Agreement, for the consideration, and on the terms and conditions, set forth herein.

1. Premises and Appurtenant Facilities

The City hereby leases to Tenant, and Tenant hereby leases from the City, the parcel of land shown as "Lease Area" on a plan entitled "Lease Area and Appurtenant Facilities (Concept Plan)," dated June 19, 2014 (the "Plan"), attached as Exhibit 3 (the "Lease Area" or the "Premises"), together with the non-exclusive right of access by foot and/or vehicle to the Premises along the road shown as "Existing Paved Access Drive" on the Plan, and the non-exclusive right to park vehicles in the area shown as "Existing Gravel Parking Area" and in the area across Lions Mouth Road from the Premises designated as "Additional Parking" on the Plan, together with the right to use a portion of the existing barn/garage for equipment storage purposes, and together with the right to maintain a snack trailer or similar facility and portable toilets in or near the Premises, and the right to use the existing well on the opposite side of Lion's Mouth Road (shown on Exhibit 3 as "Existing Well") and to install and maintain water lines from the existing well to the Lease Area for field irrigation purposes (together, the "Appurtenant Facilities"), all as shown on the Plan. The Tenant acknowledges and agrees that it accepts the Premises and the Appurtenant Facilities in "AS IS" condition, and that the City has made no representation or warranty regarding the fitness of the Premises or the Appurtenant Facilities for the Permitted Purposes (defined below).

2. Term and Commencement Date

This Lease shall be for a term of twenty five (25) years (the "Term"), commencing upon the first to occur of the following: (a) three (3) years from the execution of this Lease; or (b) the date that Tenant has received all necessary permits and government approvals for Tenant's intended use of the Premises, and all appeal periods have expired, with no appeals having been made, or, if made, resolved favorably to Tenant (the first to occur of such circumstances is referred to as the "Commencement Date") and terminating twenty five (25) years after the Commencement Date (the "Termination Date"), unless terminated earlier, as provided herein. Notwithstanding anything herein to the contrary, Tenant may terminate this Lease prior to the Commencement Date by written notice to the City if Tenant determines, in its reasonable discretion, that Tenant is not likely to obtain required permits and approvals either in a reasonable amount of time or that the likely cost of obtaining such required permits and approvals and/or the cost of complying with conditions thereof cause the proposed project to be uneconomical or undesirable for Tenant. This section assumes that the Tenant shall proceed to seek to obtain all necessary permits and governmental approvals with due diligence in a reasonable manner and that the City shall provide guidance in connection therewith, where feasible and appropriate.

3. Development of the Project; Construction Obligations

Tenant agrees to develop the Premises and construct the Project as follows:

3.1 Construction of Project: the Tenant shall design and construct on the Premises soccer fields and practice soccer fields, in number and size substantially similar to those shown on the plan entitled "Approximate Site of Proposed Fields," dated June 19, 2014, attached hereto as Exhibit 4, which fields shall comply with the guidelines and recommendations for dimensions of the applicable governing bodies, and, in connection therewith: install the necessary environmental and

safety features for construction; do the necessary grading to achieve flat, usable field space; install subsurface irrigation piping systems, including connection to an appropriate water supply source(s); bring power from Lions Mouth Road to the well pump and irrigation control box and seed and loam the Premises, as appropriate, to achieve a high quality playing surface for the fields.

3.2 Approved Plans and Funding: the Project shall be constructed in accordance with site plans and elevation plans approved by the City, through the Office of the Mayor (the "Approved Plans"), which shall be attached hereto, once approved, as Exhibit 7, and shall supersede the plans attached hereto as Exhibit 3 and Exhibit 4. The Tenant agrees not to make any substantial changes or revisions to the Project as shown on the Approved Plans unless such changes are approved by the Office of the Mayor. The Tenant further agrees that the Project shall be funded privately, with anticipated sources of funding being from corporate and private donations, grants, bank financing and program registration fees. Nothing herein shall be deemed to waive the Tenant's obligations to apply for and comply with all other permits, approvals and conditions governing the Premises or the Project.

3.3 Construction Schedule: the Tenant shall:

(a) apply for the necessary permits and governmental approvals for construction of the Project within six (6) months following the date of this Lease.

(b) commence construction of the Project within two (2) months following the Commencement Date, with the date for commencement of construction to be reasonably extended to allow for weather conditions to be conducive for construction of the Project.

(c) construct and substantially complete the Project within three (3) years from the Commencement Date. The Project shall be "Substantially Complete," or "Substantial Completion" shall occur, when the Project has been constructed such that, in the City's reasonable discretion, Tenant has completed the Project, with only minor items remaining, that will not materially interfere with use of the Premises for the Permitted Purposes, defined below.

3.4 Construction Schedule Extensions: The City shall extend these deadlines if the City determines that the Tenant has proceeded with reasonable diligence in its performance under this Lease, including, but not limited to, engaging in fund-raising to complete the Project. In such case, the City shall allow for phasing of the construction of the Project, substantially similar to the following phasing plan: in Phase 1, site grading of the Premises; the work necessary to prepare the upper tier field area for play; the provision of temporary protection for the lower tier field area; installation of the main irrigation lines for the entire Premises and the branch irrigation lines and sprinkler heads for the upper tier fields and installation of the irrigation control system and power lines; in Phase 2, installation of the branch irrigation lines and sprinkler heads and surface preparation of the lower tier field area. The City and the Tenant agree to cooperate, in good faith, to design a phased construction schedule which accounts for the operational requirements of the recreational programs, priority of program needs and fiscal constraints.

3.5 Quality of Work: The Tenant shall procure all necessary permits before undertaking any work, and shall cause all the work to be performed in a good and competent manner in compliance with good engineering and construction practices, and using new materials of customary quality, all

in accordance with the Approved Plans and all applicable laws, ordinances, codes, regulations, permits, approvals and conditions. The Tenant shall take all reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by the Project, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to police the same. Dust, noise, lighting and other effects of the Project shall be controlled using commercially reasonable methods with the understanding that such matters while they will be reasonably mitigated cannot be eliminated completely in any construction project. As a precondition for the issuance of any Certificate of Substantial Completion, the Tenant shall provide a certification to the City by a licensed engineer, at the Tenant's expense, that the work is done substantially in accordance with the Approved Plans.

3.6 Liens: The Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to the Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien, if it shall become perfected, to be released of record without cost to the City, by satisfaction and discharge of such lien or protection and surety against such lien by bond, unless otherwise provided in this Lease or agreed to by the City in writing.

Tenant shall at all times comply with, to the extent the same are applicable, Massachusetts public bidding laws, prevailing wages and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof. Nothing herein shall prohibit, as permitted by law, the Tenant from using volunteers or from soliciting in-kind donations of goods and services to construct the Project.

3.7 Certificate of Substantial Completion:

(a) Promptly after "Substantial Completion" of the Project as defined in Subsection 3.3(c) above, the City will furnish the Tenant with an appropriate instrument so certifying (the "Certificate of Substantial Completion").

(b) If the City shall refuse or fail to provide the Certificate of Substantial Completion in accordance with the provisions of this Section, the City or a representative of the City shall, within thirty (30) days after written request by the Tenant, provide the Tenant with a written statement indicating in adequate detail in what respects the Tenant has failed to complete the improvements in accordance with the provisions of this Lease, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the City, for the Tenant to take or perform in order to obtain such certification.

4. Lease Value: Leasehold Improvements and Services

During the Term, Tenant agrees to pay the City an annual fixed rent of One Dollar (\$1.00) ("Base Rent"), due on the Commencement Date and each anniversary thereof through the Term. Tenant further agrees to pay the City in the form of the construction of improvements ("Leasehold Improvements") and the provision of services and maintenance of the Project ("Leasehold Services," together with Leasehold Improvements, "Leasehold Improvements and Services"). Base Rent and Leasehold Improvements and Services are referred to, together, as "Rent." The

City and Tenant agree that the value of the Leasehold Improvements to be made to the Premises by the Tenant pursuant to this Lease (the "Lease Value") are intended to be fully amortized at or prior to the end of the Lease Term, such that such improvements will have no residual value as of the end of the Lease Term.

The City, through the procurement for the Premises as outlined in the RFP, has determined that the Lease Value, as set forth in the Proposal, represents fair and equitable compensation for the lease of the Premises.

The basis for the Lease Value is expressed in the forms submitted by the Tenant as part of the Proposal, titled "Price Summary Form Lease of Municipal Real Estate Woodsom Farm Lease of Property for Public Benefit." Payment of the Lease Value is accomplished by the value, as shown in Exhibit 5, of the sum of improvements as measured in five (5) year increments, for columns 1 and 2, and the average value for columns 3 and 4 over a five (5) year period. The Tenant shall provide proof of such investments at the end of each five (5) year period to demonstrate it has expended a sum total and or averaged the amounts shown over the five (5) year period. Where the Lease Value has been exceeded in any period, that amount may be carried over to subsequent periods and serve as payment for those periods. The Tenant may request written certification from the City for those advance payments confirming the total year's payment made in advance. The City will require written confirmation in the form of a letter and spreadsheet indicating invoices paid for the work which represents the value of the Leasehold Improvements and Services.

5. Utilities and Appurtenances

The City makes no representation as to the operation, presence or adequacy of any utilities on the Premises. The City has no obligation to supply any such utilities to the Premises, as the Tenant intends to and is hereby authorized (subject to obtaining and complying with applicable governmental permits) to construct, install, and maintain, at the Tenant's cost, water service to the Premises using an appropriate water source (which may be the Existing Well as shown on Exhibit 3 or may be a separate well to be installed on the Premises), and may install such water service infrastructure at or about the area designated "Utility Easement" on Exhibit 3. The Tenant also is authorized to install, construct, and maintain electrical service for operation of the snack trailer and/or field maintenance equipment, and may connect to existing or future municipal electrical utilities for such purposes, so long as the Tenant's electrical use is separately metered and is paid for by the Tenant. If the Tenant requires use of the City's general municipal water distribution system for the Premises for potable drinking water or other use strictly used by the Tenant, the Tenant shall pay applicable water rates as required of such water usage. Payment for water use does not include potable water use by the general public as may be applicable for City purposes, facilities, and events, and which may be reasonably used by the Tenant. Where the Tenant makes use of the municipal water supply for its sole purposes, the Tenant shall be subject to reasonable water conservation mandates and orders as the City may require of system users. The Tenant recognizes that via the Water Department, the City has the authority to turn off water, if in the opinion of the Water Department, there is a reasonable basis to do so, or there is clear evidence of non-compliance with applicable water regulations. The Tenant shall in all cases make efforts to conserve water by using industry standard best practices for maintenance of the applicable type of

facilities. The City assumes no liability for damages to the Premises associated with water restrictions or cessation of municipal water service.

The Tenant may install and maintain portable toilets in the area shown on Exhibit 3, at the Tenant's sole cost, during the Active Use Period (defined below). If the Tenant installs portable toilets, the Tenant shall not prohibit the general public from using such facilities, unless such facilities are misused or damaged by the general public, in which event the Tenant may install locks on the facilities. The Tenant shall have no liability to the City or to the general public relative to use of any such portable toilets. The Tenant shall have the exclusive right to store equipment and supplies in a portion of the "Barn/Garage" as shown on Exhibit 3, said portion being defined as that portion historically used by the Tenant for this purpose, and shall have the right to secure such portion of the Barn/Garage to protect its equipment and supplies. Further, the City agrees that the Tenant may, in accordance with all applicable municipal requirements and subject to conditions of this Lease, provide the utilities to the Premises and the Tenant may erect and maintain a Snack Trailer on the Premises as shown in Exhibit 3.

6. Use of Premises

6.1 Permitted Purposes.

6.1.1 Use of Premises Generally: Tenant shall use the Premises, as outlined by the RFP and Proposal and as further described as follows: for the sole purposes of holding soccer games, day camps, programs, tournaments, and practices, and for all purposes and uses incidental thereto, including, but not limited to, the design, funding, permitting, development, operation, improvement, maintenance, and repair of the recreational fields for such purposes, and for such other related uses and activities as are approved in writing by the Mayor (the "Permitted Purposes"), at Tenant's sole cost and expense, provided that the Premises are used in accordance with the terms of this Lease.

6.1.2 Prohibited Uses by any Party: The Premises containing the soccer facilities to be constructed by the Tenant and the proposed use thereon shall prohibit certain uses with the intent to not negatively impact the Premises. The following prohibited uses are in the best interest of the Premises and its intended users:

- a. Any and all uses which are not authorized by the City.
- b. Any and all uses that would cause damage to the facilities and improvements on the Premises.
- c. Any and all uses which would cause changes or damage to the facilities and improvements in a manner that would impact the play, safety, and enjoyment of the participants and spectators.

Examples of the above prohibited uses include, but are not limited to, the following: walking dogs, the use of trucks, vehicles, or other heavy equipment, other than as part of the Tenant's maintenance obligations or emergency response.

6.2 Condition of Premises. Tenant acknowledges and agrees that the City shall have no obligation to make any improvements to the Premises, and that Tenant shall be responsible for

performing all site work, landscaping and related construction as required to make the Premises suitable for the Permitted Purposes, all at its sole cost and expense.

6.3 Releases. Tenant agrees to obtain signed releases from every participant who participates in activities on the Premises pursuant to authority from the Tenant pursuant to this Lease, in the form set forth in Exhibit 6 attached hereto or other similar form as may be required by the City, and signed by the minor's parent(s) or legal guardian(s). The Tenant shall have no obligation to obtain such releases from the general public or from any other person on the Premises who is not a participant in Tenant's structured activities (for example, persons who are on the Premises at times other than when Tenant or its directly authorized permittees are conducting organized activities), except in accordance with Section 6.4 below.

6.4 Use of Premises by Others. The Tenant agrees to allow, within the context of the Tenant's use schedule, other soccer organizations, including, without limitation, the Amesbury High School soccer teams, or other organizations affiliated with the programs and services of the City, or an Amesbury-based soccer organization, to use the Premises or any part thereof, with the City's prior written consent after consultation with Tenant, free of charge or at rates reasonably approved by the City (which rates shall be competitive with rental rates for similar facilities in Essex County and which payments shall be set so as to compensate Tenant for wear of the improvements to the Premises and additional maintenance costs occasioned by such additional use) at reasonable times, but only if such use by others does not interfere materially with Tenant's use of the Premises and, by virtue of the type and extent of the use, will not cause damage to the improvements to the Premises as a result of over-use or use at times during which the playing surfaces would be damaged or put at unreasonable risk of damage (for example, if the playing surfaces are extremely wet or are parched due to excess heat or insufficient water). All such authorized users other than Tenant shall use the Premises at their sole risk and shall indemnify and hold harmless Tenant and the City from any harm or damage resulting from such use, as a condition of such use. Tenant agrees that it shall use reasonable efforts to accommodate the needs of other Amesbury-based soccer groups, and shall obtain from such groups releases from each participant, in the form set forth in Exhibit 6. Notwithstanding anything to the contrary herein, any party other than Tenant who is permitted by the City to use all or part of the Premises shall be responsible for any and all preparation of the field(s) and Premises before its activities, and any and all steps necessary to properly return the Premises to a state commensurate to that in which it was found, such as removing trash after its activities, and complying with reasonable rules and regulations for field use as may be published from time to time by Tenant and/or the City.

6.5 Reports. The City will require the Tenant to provide to the City, on a seasonal basis, a proposed seasonal schedule for the use of the Premises, as such schedule may normally be released to the Tenant's members. The City may additionally, from time to time, request Tenant to submit reports indicating therein the names of the groups that have requested use of the Premises, the purpose of such use, the number of fields assigned by Tenant, and the names of the groups to whom such assignments were made. Tenant agrees to provide the City with such other information as the City reasonably requests.

6.6 Parking Area. Tenant may use the existing parking area adjacent to the Premises, as shown on the Plan, as well as the field currently used for parking located on the opposite side of Lions Mouth Road, to provide parking for players, officials, and spectators. Tenant shall be

responsible for ensuring that all Tenant's members, contractors, agents, employees, permittees and invitees park cars in the designated parking areas. Tenant may, with the prior written consent of the City, grade and pave the parking area adjacent to the Premises. The Tenant and the City shall work cooperatively to ensure that major events and activities planned or permitted by the Tenant and/or the City in order to limit parking conflicts with events planned or permitted by the other party for the same parking locations. The City shall endeavor to provide the Tenant with a schedule of known events which may impact parking conflicts at the above referenced locations.

6.7 Signs, Facility Naming. Tenant may place, or cause to be placed, signs identifying the Premises as a youth recreation area, which signs shall conform to the City of Amesbury's General and Zoning Ordinances. In addition, Tenant may allow for sponsorship through the use of signage as a fund-raising mechanism, so long as such signs conform to the City of Amesbury's General and Zoning Ordinances, which promotional signs may be attached the existing garage/barn or be free-standing signs that shall be removed after Tenant's soccer events. Tenant agrees to maintain such signs in a safe and good condition and repair at all times. In all cases the name of the Premises shall remain as Woodsom Farm or as may be determined by the City. However, donor naming may include the naming of specific improvements made by the Tenant such as "ABC Company Field at Woodsom Farm," so long as any such naming right is limited to a period no longer than, and which shall expire prior to, the end of the Lease Term. Reasonable signage as may be approved by the City may be erected at the improvement so named to document the donor designation.

6.8 Emergency Protocols. Tenant shall be responsible for developing emergency protocols as may be recommended by the industry standards for the applicable use and/or by the City's Fire Department or other applicable department, board or officer, to be followed by the coaches, referees and Tenant's representatives if anyone is injured on the Premises. Tenant agrees that a representative of the Tenant shall be present on the Premises during any soccer practice/game in which Tenant's members are participants, and will make appropriate arrangements in accordance with applicable protocols in the event of an emergency during such times. Tenant shall have no obligation to have a Tenant representative on the Premises, and shall have no emergency protocol obligation hereunder during any time that the Premises is being used by non-members of the Tenant, including, without limitation, Amesbury High School and/or other organizations or persons with permission of the City. For the purpose of this section, a "Tenant representative" shall mean any adult officer, director, coach of the Tenant, or their adult designee, who has a clear understanding of such protocols and access to applicable resources. In the event that the City declares health or emergency conditions that may cease or limit use of the facility, such as the threat of mosquito borne disease, the Tenant shall have applicable protocols and take necessary reasonable steps to ensure compliance. In no event shall the Tenant or its agents or members have any obligation to provide direct medical treatment, care or services.

6.9 Evacuation. Tenant agrees to evacuate the Premises in the event of a state of emergency or other emergency situation as declared by appropriate federal, state, or local officials.

6.10 Assignment or Subletting. Tenant shall not assign this Lease or sublet the Premises or any part thereof without the City's prior written consent, which may be withheld in the City's sole discretion.

6.11 Hazardous Substances. Tenant agrees that it shall not maintain, generate, allow or bring on the Premises or the Appurtenant Facilities or transport or dispose of on or from the Premises or the Appurtenant Facilities any Hazardous Waste, Hazardous Material, Oil or radioactive material. As used herein, the terms "Hazardous Waste", "Hazardous Material", and "Oil" shall be defined "as provided in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time" (collectively, the "Hazardous Substances").

The City represents and warrants to Tenant that the City has no knowledge of any Hazardous Waste, Hazardous Material, Oil or radioactive materials now affecting or present on, in, or under the Premises, and the City agrees to provide Tenant prior to the execution of this Lease copies of all environmental assessments of the Premises and surrounding areas that are in the City's possession or control. Notwithstanding the above, Tenant may permit the parking of motor vehicles in the designated parking areas and the use of lawn mowers and other gasoline or otherwise powered machinery for construction and maintenance of the Premises. No storage of fertilizers and other materials shall occur in excess of the amounts necessary for maintenance of the facilities for a period in excess of one season.

6.12 Compliance with Laws, Regulations and Codes: the City Regulations. Tenant shall *obtain all necessary certificates, permits and other approvals required by any federal, state and local authorities necessary to undertake any repair, renovations or improvements to or to use or occupy the Premises for the Permitted Purposes, and with all reasonable rules and regulations of the City.*

6.13 Failure to Use Premises. Tenant shall use the Premises continuously at least from March 15 to November 30th of each year, weather permitting and subject to actual commencement and termination dates of the youth soccer leagues in which the Tenant's members participate (the "Active Use Period"). "Use the Premises" as set forth in the preceding sentence shall be construed liberally, and shall take into account that, for the long-term health of playing fields, Tenant intends to rotate field use, and may leave certain parts of the Premises inactive for periods of time. If Tenant shall fail to substantially so use the Premises, the City shall have the remedies provided herein for default of this Lease. Tenant shall have no obligation to maintain the Premises or provide any service to the Premises outside of the Active Use Period. The above use period may change due to the weather and field conditions of a particular Active Use Period. The Tenant shall notify the City of such anomalous conditions that may affect use and the City shall not consider those periods as a period of inactivity.

7. Maintenance Obligations

7.1 Maintenance of Premises. Tenant agrees that the City shall have no responsibility for the maintenance of the Premises or for securing the same, beyond customary municipal security functions for public land. Except as specifically provided herein, Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises, including, without limitation, seeding, fertilizing, removing brush, landscaping, and trash removal. Tenant shall keep the Premises in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. Tenant shall be responsible for mowing the grass, maintaining

any irrigation system, and lining the fields prior to Tenant's members' games and/or tournaments and ensure that there are no objects (not including customary soccer equipment, including goals, nets, and corner flags) in the fields that could be injurious to the players, and cleaning the Premises after games. Tenant shall have no obligation to line or prepare fields before games or clean the Premises after use of the Premises when the Premises are used by Amesbury High School teams or other groups for whose use Tenant does not receive a reasonable use rental fee and such other groups shall be solely responsible for such activities as a condition of their right to use the Premises. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with the requirements of all applicable laws, regulations, and ordinances, and to do all other work necessary to comply with the foregoing covenants. All costs, expenses and obligations of any kind relating to the maintenance of the Premises, including, without limitation, all alterations, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the Term hereof, shall be paid by Tenant at Tenant's sole cost and expense. Tenant shall have no obligation to maintain non-exclusive use parking areas, other than to clear trash following Tenant's soccer events. The Tenant shall not be responsible to provide security and policing services normally provided by the City through the public safety services. Tenant hereby releases the City from any obligation imposed by law upon the City generally for removal of snow and ice, and shall indemnify, defend and save harmless the City from any and all liability for claims arising out of Tenant's failure to adequately maintain the Premises in a safe condition consistent with the terms of this Lease with all laws, rules or regulations applicable to the Premises. Notwithstanding the above, to the extent that the City authorizes use of the Premises by City school teams or groups or other organizations or persons, such teams, groups, organizations or persons shall be solely responsible for compliance with the terms of this section, and the Tenant shall have no liability to the City or to such teams, groups, organizations or persons for their non-compliance. Further, where the City makes use of the facilities, the parties may make arrangements for use of City resources toward maintenance of the facilities, as may be mutually agreed.

7.2 Failure to Maintain. If repairs are required to be made by Tenant pursuant to the terms hereof, the City may demand that Tenant make the same forthwith, and, if Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within thirty (30) days after such demand (weather permitting), or forthwith in the case of emergency repairs, the City may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's property by reason thereof. Except in the case of emergency repairs, such repairs made or caused to be made by the City shall not unreasonably interfere with Tenant's use of the Premises. If the City makes or causes such repairs to be made, Tenant agrees that Tenant will forthwith, on demand, pay to the City the reasonable cost thereof and, if Tenant shall default in such payment, the City shall have the remedies provided herein for default of the Lease.

8. Indemnification and Release of City

Tenant agrees to defend, indemnify and save harmless the City from and against all claims, expenses or liability of whatever nature (including, without limitation, death, injury or property damage), however caused, to any person, or to the property of any person, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area

of the Premises, including, but not limited to, the Appurtenant Facilities, where such accident, injury or damage results from (a) Tenant's use of the Premises or any act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under Tenant, or (b) any failure on the part of the Tenant to comply with any provision or term required to be performed or complied with by Tenant under this Lease. Tenant further agrees to defend, indemnify and save harmless the City from and against all claims, expenses or liability of whatever nature from any and all costs and expenses incurred in connection with any cleanup, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Substances on or about the Premises to the extent Tenant caused or materially contributed to such environmental occurrence. The foregoing indemnity and hold harmless agreements shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including reasonable attorneys' fees, and the defense thereof with counsel acceptable to the City or counsel selected by an insurance company which has accepted liability for any such claim. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use the Premises at Tenant's own risk, and the City shall not be liable to Tenant for any injury or death to persons entering the Premises pursuant to this Lease, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of Tenant, or of anyone claiming by or through Tenant, that are brought upon the Premises pursuant to this Lease. Tenant acknowledges and agrees that it accepts the Premises in its "AS IS" condition for the purpose of this Lease, and that the City has made no representation or warranty regarding the fitness of the Premises. The provisions of this section shall survive the expiration or earlier termination of this Lease.

9. Insurance Requirements

Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Premises or any part thereof, public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Tenant under the terms and conditions of this Lease to indemnify, defend and hold harmless the City: General Liability: \$1,000,000 per occurrence; Bodily Injury Liability: \$500,000 per occurrence; and Property Damage Liability or a combined single limit of \$2,000,000 annual aggregate limit. Prior to entering the Premises, and on each anniversary of the Commencement Date, or more often as the City may reasonably require, Tenant shall provide the City with a certificate of insurance in each case indicating the City is an additional insured on the policy and showing compliance with the foregoing provisions. Tenant shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to the City.

To the extent possible without additional cost, Tenant shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claim against the City for loss or damage within the scope of the insurance, and Tenant, for itself and its insurers, waives all claims against the City as to such claims covered by such insurance.

In the event of Tenant's failure, in whole or in part, at any time during the Term of this Lease, to obtain insurance required to be carried by Tenant under the provisions hereof or to provide such evidence thereof in timely fashion, the City shall have the right (but shall not be obligated) to procure such insurance and Tenant shall pay to the City the costs and expenses thereof as Additional Rent.

10. Default; Remedies by the City

Tenant covenants to pay when due the applicable Rent, and to complete the Leasehold Improvements and provide the Leasehold Services in accordance with the terms of this Lease, and any other charges and expenses required to be paid by Tenant under this Lease. It shall be an Event of Default if Tenant fails to cure a payment default within ten (10) days from the date on which the City has sent written notice to Tenant specifying such failure. Tenant covenants and agrees that its failure to fulfill any other covenant or obligation to use, operate, improve, repair, maintain, or insure the Premises in accordance with the terms of this Lease, including, but not limited to, the Leasehold Improvements and Services, within thirty (30) days after receiving written notice from the City specifying such failure (or those failures of obligation or covenant which are incapable of being cured within such thirty (30) day period, if Tenant has failed to commence such cure within said thirty (30) day period and thereafter diligently pursued such cure to completion) shall be an Event of Default by Tenant.

In the event of an occurrence of an Event of Default, the City shall have the right, but not the obligation, to cure the default at Tenant's sole expense, or may terminate this Lease on not less than thirty (30) days' written notice to Tenant and on the date specified in said notice, at which time this Lease shall terminate and Tenant shall then quit and surrender the Premises to the City. If the City elects to terminate this Lease, the City may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.

11. Termination and Surrender by Tenant

This Lease and the tenancy hereby created shall cease and terminate at the end of the Term hereof without the necessity of any notice from either the City or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Premises and agrees that the City shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of property from a tenant holding over to the same extent as if statutory notice had been given.

At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, if any, and such improvements from the Premises as the City requires be removed and surrender the Premises and any improvements made by Tenant to the City in the condition that Tenant is required to maintain the same under this Lease. Tenant shall repair any damage caused to the Premises from such removal. All improvements made by Tenant remaining on the Premises after the expiration or earlier termination of this Lease, shall be and become the property of the City.

12. Miscellaneous

- 12.1 Notices. Any notice relating to the Premises or to the use thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed above, or at such other addresses as the parties may from time to time designate by written notice to the other party.
- 12.2 The City's Access. The City or the City's agents may, upon 48 hour's notice to Tenant, except in case of emergency when no such notice shall be necessary, enter to inspect the Premises to ensure compliance with the terms of this Lease.
- 12.3 Notice of Lease. Both parties shall, upon request of either, execute and deliver a notice of this Lease in such form, if any, as may be permitted by applicable statute, whereupon the same may be recorded at the applicable Registry of Deeds.
- 12.4 Waiver. The failure on the part of the City or Tenant, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Lease or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the City or Tenant shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.
- 12.5 Authority; Representations.
- A. The City represents and warrants to Tenant that the City has the lawful right and authority to enter into this Lease for the Term hereof, that the City has not leased or granted other rights in the Premises to any other party, and that the City is not aware of any litigation, agreement, order or other document that would prevent the City from entering into this Lease or performing its obligations hereunder.
- B. Tenant represents and warrants to the City that each individual executing this Lease on behalf of said Tenant is duly authorized to execute and deliver this Lease on behalf of said Tenant in accordance with a duly adopted resolution of the Board of Directors and in accordance with the Bylaws of the Tenant, and that this Lease is binding upon said Tenant in accordance with its terms.
- 12.6 Quiet Possession. Tenant, upon paying the Rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance by anyone claiming by, through or under the City.

- 12.7 Headings and Captions for Convenience Only. The captions and headings throughout this Lease are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Lease, nor in any way affect this Lease, and shall have no legal effect.
- 12.8 Entire Agreement of Parties. No Oral Agreement. There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof that are not incorporated herein by reference, and none thereof shall be used to interpret or construe this Lease.
- 12.9 Governing Law. This Lease shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.
- 12.10 Force Majeure. Except for the obligation of the Tenant to pay Lease Value and other charges as in this Lease provided, the period of time during which the City or Tenant is prevented from performing any act required to be performed under this Lease by reason of fire, catastrophe, strikes, lockouts, civil commotion, act of God or the public enemy, government prohibitions or preemptions, embargoes, inability to obtain material or labor by reason of governmental regulations or prohibitions, the act or default of the other party, or other events beyond the reasonable control of the City or Tenant, as the case may be, shall be added to the time for performance of such act.
- 12.11 Severability; Construction and Interpretation. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be found to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 12.12 Current Arrangement. Notwithstanding anything herein to the contrary, nothing in this Lease shall prohibit the City and Tenant from continuing the current arrangement between the parties for the use of certain parts of Woodsom Farm by Tenant for youth soccer purposes until Substantial Completion, defined above, and the parties affirmatively intend to continue with such current arrangement until Substantial Completion, whereupon the Tenant shall no longer use facilities located upon Woodsom Farm, except as otherwise permitted under this Lease.

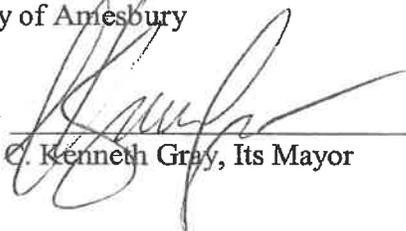
EXHIBITS

- Exhibit 1 – Request for Proposals: This document is referenced as an exhibit but due to its size may not be attached. The document is available in the Office of Community and Economic Development.
- Exhibit 2 – Proposal: This document is referenced as an exhibit but due to its size may not be attached. The document is available in the Office of Community and Economic Development.
- Exhibit 3 – Plan of the Lease Area and Appurtenant Facilities (Concept Plan)
- Exhibit 4 – Plan of Approximate Site of Proposed Fields
- Exhibit 5 – Price Summary Form
- Exhibit 6 – Participant Release, Indemnity and Hold Harmless
- Exhibit 7 – Approved Plans (To Be Inserted)

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IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date and year first above mentioned.

City of Amesbury

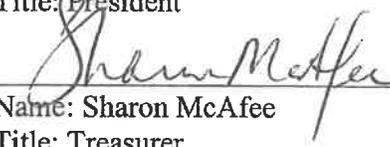
By: 

C. Kenneth Gray, Its Mayor

Amesbury Soccer Association, Inc.

By: 

Name: Christopher Holmes
Title: President

By: 

Name: Sharon McAfee
Title: Treasurer

Exhibit 1

Request for Proposals

Exhibit 2

Proposal

Exhibit 3

Lease Area and Appurtenant Facilities (Concept Plan)

EXCLUSIVE:
Lease Area

**APPURTENANT FACILITIES
(Non-Exclusive):**

1. Utility Easement
2. Existing Well
3. Barn/Garage
4. Gravel Parking Area
5. Portable Toilets
6. Snack Trailer
7. Existing Paved Access Drive
8. Additional Parking

06/19/2014

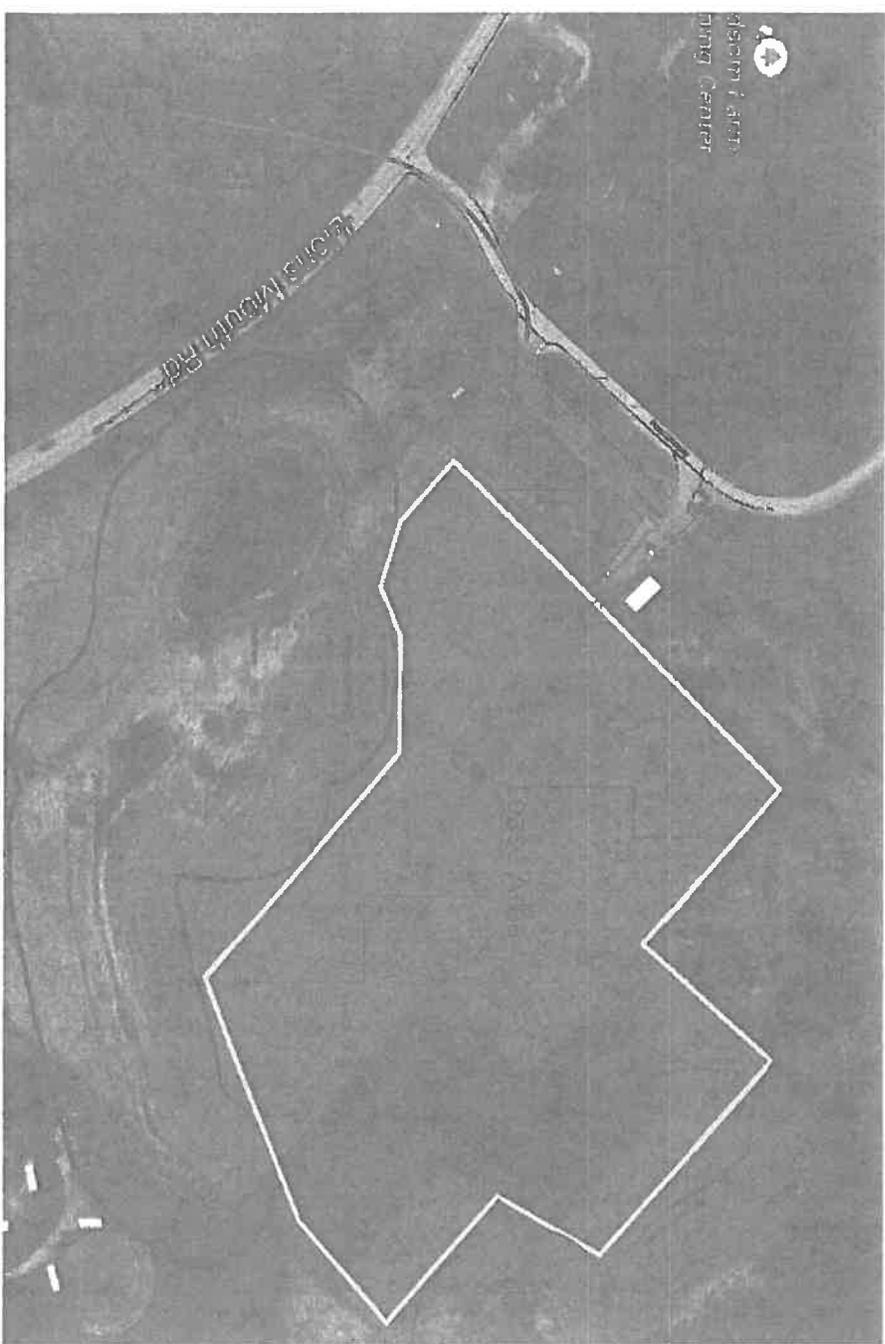


Exhibit 3: Lease Area and Appurtenant Facilities (Concept Plan)

Exhibit 4

Approximate Site of Proposed Fields

Exhibit 4: Conceptual Layout of Proposed Fields

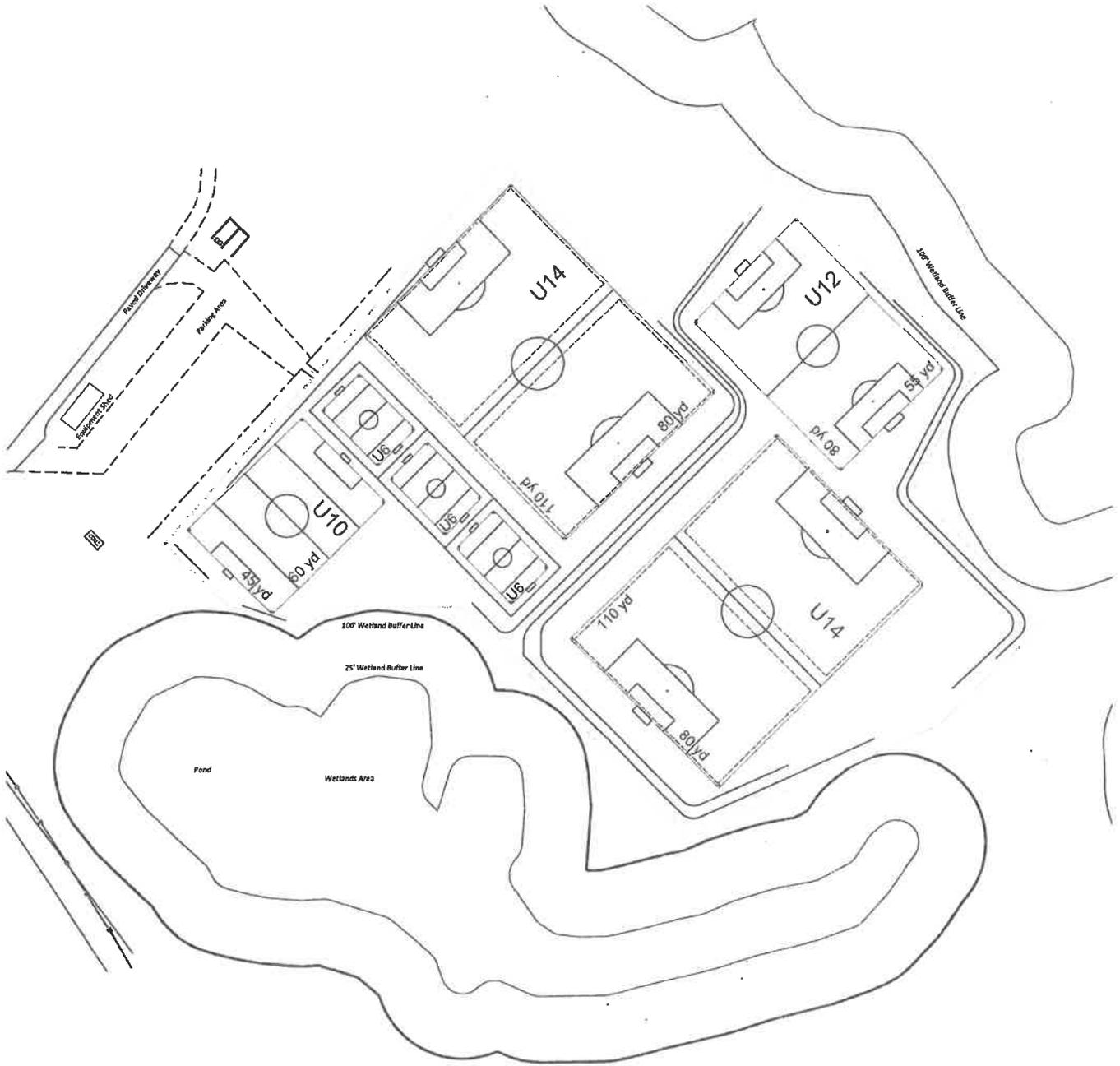


Exhibit 5

Price Summary Form

Complete and place this form in the sealed envelope

PRICE SUMMARY FORM

Lease of Municipal Real Estate

"Woodson Farm Lease of Property for Public Benefit"

City of Amesbury Massachusetts

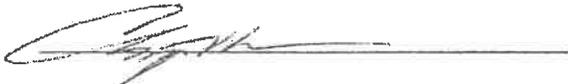
This price summary form must be submitted with the proposer's proposal in a salad envelope. Failure to adhere to this instruction will result in disqualification of your proposal and being non-responsive.

PROPOSER'S Organizational
Corporate or Other name:

Name of Officer: Christopher B Holmes

Items	Values	Notes refer to proposal
Improvements		see Proposal section 1
Total Value of Improvements	926,740	
Average Annual Value of Improvements	37,070	
Maintenance		see Proposal section 4
Total Value of Maintenance	500,000	
Average Annual Value	20,000	
Amesbury Participants		see Proposal section 3
Average Annual	1,190	
Highest Number projected	1,250	
Fee Per Participant		
Average Annual	66.20	
Highest Number projected	66.20	

Undersigned person authorized to file the proposal:

 Date: 1-30-14

Enter a concise narrative below, summarizing what might be in the main narrative, on why the above improvements, number of persons served, and affordability of services, provides the best proposal for the City:

ASA has a long history of providing affordable soccer instruction to the children of Amesbury. We are proposing to make capital improvements to a small area of Woodson Farm in lieu of lease payments to the City, in order to provide a safer environment for the youth soccer players of Amesbury. See full proposal for details.

Value of Improvements and Affordability of Services in Lieu of Lease Payments				
Year	Improvements Amortized ¹	Maintenance Value ²	Amesbury Participants ³	Fee per Participant ⁴
1	\$ 37,069.58	\$ 20,000.00	1,100.00	\$ 66.20
2	\$ 37,069.58	\$ 20,000.00	1,100.00	\$ 66.20
3	\$ 37,069.58	\$ 20,000.00	1,100.00	\$ 66.20
4	\$ 37,069.58	\$ 20,000.00	1,100.00	\$ 66.20
5	\$ 37,069.58	\$ 20,000.00	1,100.00	\$ 66.20
6	\$ 37,069.58	\$ 20,000.00	1,150.00	\$ 66.20
7	\$ 37,069.58	\$ 20,000.00	1,150.00	\$ 66.20
8	\$ 37,069.58	\$ 20,000.00	1,150.00	\$ 66.20
9	\$ 37,069.58	\$ 20,000.00	1,150.00	\$ 66.20
10	\$ 37,069.58	\$ 20,000.00	1,150.00	\$ 66.20
11	\$ 37,069.58	\$ 20,000.00	1,200.00	\$ 66.20
12	\$ 37,069.58	\$ 20,000.00	1,200.00	\$ 66.20
13	\$ 37,069.58	\$ 20,000.00	1,200.00	\$ 66.20
14	\$ 37,069.58	\$ 20,000.00	1,200.00	\$ 66.20
15	\$ 37,069.58	\$ 20,000.00	1,200.00	\$ 66.20
16	\$ 37,069.58	\$ 20,000.00	1,250.00	\$ 66.20
17	\$ 37,069.58	\$ 20,000.00	1,250.00	\$ 66.20
18	\$ 37,069.58	\$ 20,000.00	1,250.00	\$ 66.20
19	\$ 37,069.58	\$ 20,000.00	1,250.00	\$ 66.20
20	\$ 37,069.58	\$ 20,000.00	1,250.00	\$ 66.20
21	\$ 37,069.58	\$ 20,000.00	1,250.00	\$ 66.20
22	\$ 37,069.58	\$ 20,000.00	1,250.00	\$ 66.20
23	\$ 37,069.58	\$ 20,000.00	1,250.00	\$ 66.20
24	\$ 37,069.58	\$ 20,000.00	1,250.00	\$ 66.20
25	\$ 37,069.58	\$ 20,000.00	1,250.00	\$ 66.20
AVE	\$ 37,069.58	\$ 20,000.00	1,190.00	\$ 66.20
Total	\$ 926,739.55	\$ 500,000.00		
	Total Calculated	Total Calculated	Enter Highest	Enter highest

1. Amortized Value: Represents the total capital improvement costs divided by the number of years of the lease term. The values begin at the planned year of the improvements based on the capital plan and may increase with each phase of improvements. The City considers that a sum total should equal or exceed \$750,000 which is the original estimate of work for the site. Financing and soft costs are eligible.

2. Maintenance value: Is the cost of maintaining the projected assets in place at the particular year. A multiplier by assets type is acceptable for this purpose. (cost per square yard of field etc.) Inclusion of labor, and administrative work by volunteers may use industry standards for like positions.

3. Amesbury Participants Projected; This is the number of participants who are Amesbury residents in each programmatic area. The number can include a duplicated individual provided that the programs in which they participate are distinct programmatic offerings. The projection must be based on actual Amesbury participants in the GP proposers program as projected forward from at least a five year length of prior experience. A proposer cannot assume the participants from other organizations may join their organization with the advent of the site development.

4. Fee Per Participant: Understanding that the fees may differ per program the fee should be the average fee across the organization. This can be calculated by determine the percentage that each separate fee group is of the total participation, then apply that percentage to the fee, then determine the average of the resulting fees. This will provide an average of fees with consideration to the number of participants in each fee group. See example below.

Fee Calculation Example

Group	# Participants	Fee	Fee as a %	% of Participants
Group A	200	\$ 100.00	\$ 36.36	36%
Group B	50	\$ 175.00	\$ 15.91	9%
Group C	300	\$ 125.00	\$ 68.18	55%
	Total	Straight Ave	Calculated Ave	
	550	\$ 133.33	\$ 120.45	100%

This file contains calculated fields. Applicants should check the numbers independently in the event the fields are not functioning properly.

Group	# Participants	Fee	Fee as a %	% of Participants
Winter	120.00	\$ 65	\$ 7.02	11%
Spring Travel	213.00	\$ 90	\$ 17.25	19%
Spring Kickin' It	132.00	\$ 50	\$ 5.94	12%
Summer Recreation	327.00	\$ 50	\$ 14.72	29%
Fall Travel	192.00	\$ 90	\$ 15.55	17%
Fall Kickin' It	127.00	\$ 50	\$ 5.72	11%
	Total	Straight Ave	Calculated Ave	
	1,111.00	\$ 65.83	\$ 66.20	100%

Exhibit 6

Woodsom Farm Fields
Participant Release

******Please read this document thoroughly before completing and signing******

The City of Amesbury and the Amesbury Soccer Association, Inc. are pleased to offer you the opportunity to participate in recreational activities at the Woodsom Farm Fields (the "Activity"). Participation in this Activity can be a rewarding experience. However, you should be aware that participation in this Activity may expose you to harm or injury. The attached Release of Claims, Indemnity and Hold Harmless Agreement absolves the City of Amesbury and its officials, employees, representatives, agents, volunteers and contractors and the Amesbury Soccer Association, Inc. and its officers, directors, employees, members, agents, volunteers and contractors from all liability or responsibility for any harm or injuries you may suffer as a result of participation in the Activity. It also provides that neither the City of Amesbury nor the Amesbury Soccer Association, Inc. shall be liable or responsible for harm to others resulting from your participation in the Activity. Please consult with an attorney if you have any questions regarding this document.

Participant's Information

Name: _____

Address: _____

Telephone: _____

Date of Birth: _____

Health Insurance: _____

Emergency Contact

Name: _____

Telephone: _____

Release of Claims, Indemnity and Hold Harmless Agreement

I, _____, in consideration of the opportunity to participate in recreational activities at the Woodsom Farm Fields (the "Activity"), and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the City of Amesbury, and its officials, employees, representatives, agents, volunteers and contractors, and the Amesbury Soccer Association, Inc. and its officers, directors, employees, members agents, volunteers and contractors (collectively, the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal or property injuries which I or my heirs, successors or assigns may have as the result of my participation in the Activity.

I further acknowledge that participation in the Activity is voluntary and may expose me or my property to injury or harm. I therefore also promise to INDEMNIFY, REIMBURSE, DEFEND and HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, for personal injury or property damage which I or my heirs, successors or assigns may have as the result of my participation in the Activity.

I hereby further covenant for myself and my heirs, successors and assigns not to sue the said Releasees on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the Releasees from liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the Releasees from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries and/or death that may occur as a result of my participation in the Activity.

Witness my hand and seal this ____ day of _____, 20__.

Name (Printed)

Signature

Signature of Parent or Guardian
(If Participant is a minor)

THIS FORM MAY NOT BE ALTERED

Exhibit 7

Approved Plans
(To Be Inserted)