

FACILITY USE AND PROGRAM AGREEMENT
Between the City of Madison and Magic Soccer Club, Inc.
For the 2023-2026 Calendar Years

THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as “City”) and Magic Soccer Club, a Wisconsin non-stock corporation (hereinafter referred to as “User”), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, User provides recreational programs and services to youth participants at various City parks and facilities by offering and operating a youth soccer program within the City; and,

WHEREAS, the City has historically worked with youth soccer organizations to allow for the use of the City’s parks and facilities for these activities; and,

WHEREAS, User and the City would like enter into an agreement for the non-exclusive use of certain City athletic fields for the purposes of User’s youth soccer program; and,

WHEREAS, the City’s Parks Division (“Parks”) has experienced an increase in demand for field reservations in recent years, which necessitated changes to terms and use fees and a greater need for specific use agreements; and,

WHEREAS, User is agreeable to entering into an agreement with the City in order to ensure its use of specified City park lands for its youth soccer program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Facility Use and Program Agreement between the City of Madison and User (the “Agreement”) is to set forth the City and User’s (collectively, the “Parties”) agreement regarding User’s use of various City athletic fields for its youth soccer program, and to grant User priority scheduling of approved fields.
2. Term and Renewal. The initial term of this Agreement shall be retroactive from January 1, 2023 through December 31, 2025. The Parties may renew this Agreement for one additional one-year period for the 2026 calendar year. Renewal shall be on the same terms, unless specifically agreed to by the Parties in writing. No later than six months before the expiration of any period, the Parties shall meet to discuss renewal terms or, in the last year of this Agreement, a successor to this Agreement.
3. Premises Covered by Agreement. Under this Agreement, User shall have the non-exclusive right to use certain City athletic fields for its youth soccer program as specified

herein. The fields covered by this Agreement (the “Premises”) are described further on Exhibit A.

4. Fees and Payment. The following fees shall be due for each calendar year of this Agreement. Fees include costs associated with the maintenance and use of fields, any necessary permits and priority reservations:

A. Field Reservation Fees:

2023: \$2.00/hour for each field reserved
2024: \$2.25/hour for each field reserved
2025: \$2.50/hour for each field reserved
2026: \$3.25/hour for each field reserved

- B. Unreserved Field Charges: Fields used by User that had not been reserved and approved by Parks, will be charged accordingly at the hourly youth rate approved by the Board of Park Commissioners.

- C. Payment: City will invoice User by November 15 for all fees due for the year, with payment due in thirty (30) days. A late payment fee of 12% per annum on any unpaid balance outstanding over thirty (30) days shall apply.

5. Responsibilities of the Parties. The City agrees to provide User the right to priority scheduling of approved fields at the Premises and the User agrees to use and maintain the Premises, subject to the conditions set forth in this section.

A. User’s Responsibilities.

- (1) Program Activities. User is responsible for organizing all league activities including, but not limited to, recruiting participants; scheduling fields; and notifying Parks of field reservations cancelled by User due to unplayable field conditions.

- (2) Routine Maintenance. User shall provide routine maintenance of the playing fields, including:

(a) Lining of fields throughout each season, once Parks has marked the field corners.

(b) Perform additional mowing if desired via approved contractor.

- (3) Equipment. User shall supply goals and nets, and move goals that belong to User as needed.

- (4) Reservations. User shall reserve Parks-approved Fields for Spring and Fall Programs in on-line reservation system:

(a) Spring Program:

- i. The spring soccer season will commence when City determines Parks fields are ready for play.
 - ii. User shall submit spring program field reservations to the City by February 1 for the ensuing spring in order to receive priority scheduling of fields. By April 1, User will notify the City and release reservations that are no longer needed.
- (b) Fall Program:
 - i. User shall submit fall program field reservations to the City by June 1 for the ensuing fall in order to receive priority scheduling of fields. By August 15, User will notify the City and release reservations that are no longer needed.
 - ii. User is encouraged, but not required, to request fall reservations prior to June 1. This will assist Parks in planning for maintenance and other users can schedule during the fall season.
 - iii. The Fall season will go no later than November 15, except by special request and approval by Parks. City may decide to end fall season play earlier based on weather and field conditions.
- (5) Field Use and Restoration. User agrees to only use fields that have been reserved and approved by the City and will vacate the fields at the end of each reservation, leaving the fields in a state of cleanliness and repair to the City's satisfaction. Following use, User will remove all personal property unless otherwise agreed to by the Parties.
- (6) Park Rules. User agrees to follow all park rules, including no driving or parking on grass, and educate its participants on those rules as needed.
- (7) Duty to Other Users. User shall make an effort to educate participants and spectators to be conscientious and courteous of neighbors adjacent to park fields.
- (8) Cease Play. User shall make field condition determinations if Parks has not already cancelled a reservation. User will cease play when field conditions are deemed unplayable per User league rules or by the City. If a field is damaged due to play caused by User, applicable repair costs may be charged by Parks. If User does not use a reserved field under these circumstances, Madison Parks must be informed of such cancellation within 48 hours of the reservation.
- (9) Unsafe Conditions. User will promptly notify the City of any necessity of repairs to fields which pose a threat to health and safety. The City shall be

given a reasonable time to undertake and complete such repairs and the field shall not be used until such repairs are made.

- (10) Reimburse for City Expenses. If City labor is necessary for Premises clean-up or extra preparation of a field is required following any reservation, User shall pay the City \$50.00 per hour for this work. The labor fee will be adjusted by the City annually, based on the City's current labor contract with its employees.
- (11) Damage Deposit. User shall be responsible for damages to Premises, excepting normal wear and tear. The Parks Division requires a \$500 damage deposit for User's use of the Premises. The damage deposit shall be submitted at least ten (10) days prior to the start of the spring season.
- (12) Portable Toilets. User shall contract and assume all costs of portable toilets for locations in which restrooms are not available and User determines the need to have portable toilets. User must receive approval from Parks and coordinate placement prior to the first use of the season. User understands these portable toilets must remain accessible to other park users.
- (13) Signage or Advertisement. User may have temporary signage on Premises only with prior written or email approval by Parks and such signage may only be displayed at an approved field during said reservation. It is understood that in the operation and conduct of this Agreement, City does not grant User the right to sell or distribute any goods or services provided by City, nor does City grant User the right to use a City trade name, trademark, logo type, advertising, or other commercial symbol. In any commercial advertisement or announcement, User may use the name of the City Park where the Premises is located, but any such advertisement or announcement must also indicate that User's activities are not associated with or affiliated with the City.
- (14) Weapons Prohibition. User shall prohibit its members and participants from carrying weapons, including concealed weapons, in the course of this Agreement. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
- (15) Improvements to Premises. User agrees that it shall not make, construct or install any improvements, additions, or structures of any kind anywhere on Premises without first obtaining the City's written permission. All improvements, additions, or betterments to Premises made by User shall be made at User's own expense unless otherwise agreed upon by both parties and User shall obtain any necessary permits and approvals for the improvements. Any such improvement made under this provision shall, if

accepted, become the City's property. Notwithstanding the foregoing, the Parties agree that any goals owned by User shall remain property of User.

- (16) Provide Post-Season Reporting. User shall provide to the City, no later than thirty (30) days following the end of each season (spring and fall), a detailed report regarding the different league levels offered, player fees for each league level, scholarships provided to players within each league level and an explanation of how User determined who would receive scholarships. In addition, User shall provide to the City, within thirty (30) days of a request, a detailed report of User's expenses and revenue associated with the program covered by this Agreement. See Exhibit B and Exhibit C for a sample form for Post-Season Reporting.
- (17) Special Events: User must submit a park event application at least 30 days in advance of the event and receive an approved park event permit. Depending on the size and scope of the special event, User may be required to obtain Park Commission approval prior to the event.

B. City Responsibilities.

- (1) Maintenance. Except as noted in Sub. A(2) above, the City shall provide all the following maintenance of the Premises:
 - (a) Field maintenance, which includes initial marking of field corners, filling holes, and over-seeding as necessary.
 - (b) Regular mowing and aeration of turf as deemed necessary by City.
 - (c) Apply broadleaf herbicides and fertilizer to turf at Premises according to City policy.
 - (d) Move goals that belong to Parks as needed.
 - (e) Long-term field maintenance, including field renovation.
- (2) Restrooms. The City shall clean and restock Park restrooms, where applicable.
- (3) Trash. The City shall remove trash from trash cans provided by Parks. If additional trash cans are needed for larger league events, User shall inform Parks ahead of time so that sufficient trash cans can be available on site.
- (4) Reservations. Parks shall assist with scheduling play in reservation system.
- (5) Field Unavailability. Parks notify User of unavailable fields no later than 2:00 p.m. on weekdays and no later than 9:00 a.m. on weekends when a scheduled field(s) cannot be played on due to rain or other circumstances beyond the City's control. Notification will consist of sending an email

notification to the User group organizer that reserved the field(s). If the City has not cancelled the field reservation, the reservation can still be cancelled or stopped by User, if it is believed the field conditions are not playable. Should that occur, a User representative must notify Parks within 5 business days of reservation that the City field was not used.

(6) Premises Changes. Parks will notify User of any changes needed to the fields specified in Exhibit A of this agreement as soon as possible but no later than November 30 of each calendar year. Changes to fields include closing or restricting access to a field's current location, or changing the marking of corners for a field, which results in the movement of goals.

(7) Field Unavailability. In the event that Parks is unable to provide a sufficient number of fields to User, then Parks will reassess mid-year and open up other fields, not included on Exhibit A, to User reservations as they become available. If relocation of a field on Exhibit A is needed, then Parks will make every attempt coordinate an appropriate space with User in the same or different park space that is mutually agreed to by the City and User.

6. Status of Parties. It is agreed that User is an independent contractor and not an employee or representative of the City, and that any persons who User utilizes and provides for services under this Agreement are employees or volunteers of User and are not employees or volunteers of the City of Madison. In addition, it is agreed that by granting User the right to use the Premises for the purposes set forth herein, that the City is not granting User the right to sell or distribute any City goods or services nor is there a community of interest, as that term is defined at Wis. Stat. Sec. 135.02(1), between the City and User arising from this Agreement. The Parties both acknowledge that this Agreement does not create a dealership under Wis. Stat. Ch. 135.

7. Indemnification and Insurance.

A. Indemnification. User shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from User's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

B. Hazardous Substances; Indemnification. User represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. User further agrees to hold the City harmless from and indemnify the City

against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

C. Insurance.

- (1) Required Coverage. User will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated. User shall not commence work under this Agreement, nor shall User allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
 - (a) Commercial General Liability. User shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. User's coverage shall be primary and list the City of Madison, their officers, officials, agents and employees as additional insureds. User shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - (b) Property Insurance. User shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Such personal property includes, but is not limited to, User installations and equipment. The City shall not be liable for any damage to or loss of property of User or others located on the Premises except to the extent such damage or loss was caused by the City's sole negligence or willful act.
- (2) Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

- (3) Proof of Insurance, Approval. User shall provide to the City certificate(s) of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration of policies for approval by the City Risk Manager, prior to commencing this Agreement. User shall provide the certificate(s) to the City's representative at the time of signing the contract, or sooner. User shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- (4) Notice to City of Changes in Coverage. User and/or its Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- (5) Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, User shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.
- (6) Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City of Madison
Attention: Risk Manager, Room 406
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

8. Notices. All notices required to be given under the terms of this Agreement shall be personally delivered or sent, postage prepaid, by depositing the same in United States mail addressed as follows:

City: Superintendent of Parks
City of Madison Parks Division
330 E. Lakeside Street
Madison, WI 53715

User: Magic Soccer Club
2902 Greenway Trail
Madison, WI 53719

Either party shall give five (5) days written notice to the other party regarding any changes.

9. Non-Discrimination. In the performance of the services under this Agreement, User agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of

income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. User further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

10. Nondiscrimination Based on Disability. User shall comply with Section 39.05, Madison General Ordinances, “Nondiscrimination Based on Disability in City-Assisted Programs and Activities.” Under section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless assurance of Compliance with Sec. 39.05 is provided by User prior to the granting of the City financial assistance. “City financial assistance” includes, by definition in Section 39.05(3)(b)4 of the Madison General Ordinances, this Agreement for City land.

User hereby makes the following assurances: User assures and certifies that it will comply with section 39.05 of the Madison General Ordinances, “Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities,” and agrees to ensure that any part of this Agreement complies with sec. 39.05, where applicable. This includes but is not limited to assuring compliance by User and any subcontractor, with section 39.05(4) of the Madison General Ordinances, “Discriminatory Actions Prohibited.”

User may not, in the exercise of its rights under this Agreement, violate the prohibitions in Section 39.05(4), listed below:

11. Discriminatory Actions Prohibited: User assures that, in providing any aid, benefit, or service at the Premises, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:
 - A. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
 - B. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;
 - C. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
 - D. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
 - E. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient’s program;

- F. Deny a qualified person with a disability the opportunity to participate as a member of User's planning or advisory boards; or
- G. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

User shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

12. Default/Termination.

- A. In the event User shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to User, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against User, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of User under this Agreement.
- B. Notwithstanding paragraph A., above, either Party may terminate this Agreement upon sixty (60) days written notice to the other party.

13. Disclosures and Acknowledgement. With full and complete knowledge, User accepts Premises, and any improvements made thereto during the course of this Agreement, in an "as is" condition.

14. Title to be Retained by City. City shall retain title and ownership of Premises together with all buildings, fixtures and improvements thereon without any payment whatsoever to User.

15. Binding on Parties; Amendments. This Agreement shall be binding on the Parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties hereto. Any other change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Agreement.

16. Assignability/Subcontracting. User shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval.

17. Third Party Rights. This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

18. Joint Preparation. Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
19. Status of Parties. It is agreed that User is an independent contractor and not an employee or representative of the City, and that any persons who User utilizes and provides for services under this Agreement are employees or volunteers of User and are not employees or volunteers of the City of Madison. In addition, it is agreed that by granting User the right to use the Premises for the purposes set forth herein, that the City is not granting User the right to sell or distribute any City goods or services nor is there a community of interest, as that term is defined at Wis. Stat. Sec. 135.02(1), between the City and User arising from this Agreement. The Parties both acknowledge that this Agreement does not create a dealership under Wis. Stat. Ch. 135.
20. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to User the right to use the City's Premises for the purposes set forth herein.
21. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or User shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or User therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
22. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the Parties that all other provisions of this Agreement remain in full force and effect.
23. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
24. Compliance with Applicable Laws. The Parties shall become familiar with, and shall at all times comply with and observe, all federal, state and local laws, ordinances and regulations

which in any manner affect the services or conduct of the Parties and their agents and employees in the performance of this Agreement.

25. Authority. The Parties represent that they have the authority to enter into this Agreement. The person signing on behalf of User represents and warrants that they have been duly authorized to bind User and sign this Agreement on User's behalf.
26. Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the Parties.
27. Counterparts; Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Amendment may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

Magic Soccer Club, Inc.

John Ruprecht
President

Date

CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City is approved by the Board of Parks Commissioners on _____, 2023 and authorized by Resolution Enactment No. RES-23-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 2023.

EXHIBIT A
Premises

The rights provided to User under this Agreement apply to the following City parks and open space, and portions thereof:

- Country Grove, Flad, High Point, Junction Ridge, Kingswood, Raymond Ridge, Sauk Creek, Walnut Grove, Waltham, and Wexford Parks.
- Other parks and fields may be added to this Exhibit by an Addendum to this Agreement, which Addendum may be agreed to by a representative of Parks and User.

EXHIBIT B
 User Post-Season Reporting
 Special Terms and Conditions
 Refer to User's Responsibilities in 5.A.(16) in Agreement

SPRING POST-SEASON REPORTING

Magic Soccer Club Youth participants using parks for the club				
League Levels	# of Players in Level	Per Player Fee	# of scholarships	Value of scholarships offered
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

Scholarships offered in the SPRING are determined by:

EXHIBIT C
 User Post-Season Reporting
 Special Terms and Conditions
 Refer to User's Responsibilities in 5.A.(16) in Agreement

FALL POST-SEASON REPORTING

Magic Soccer Club Youth participants using parks for the club				
League Levels	# of Players in League	Per Player Fee	# of scholarships offered	Value of scholarships offered
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

Scholarships offered in the FALL are determined by: