



LETTER OF AGREEMENT

This Agreement (hereinafter referred to as the “Agreement”) is made and entered into as of this
between the Township of Cranberry, a Township of the Second Class duly organized under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as “Township”), and Pittsburgh Flying Disc, a non-profit corporation (hereinafter referred to as “PFD”), both collectively hereinafter referred to as Parties. This Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the Parties whether oral or written, expressed or implied.

WHEREAS, the Township owns, operates and maintains North Boundary Park Disc Golf Complex (hereinafter collectively referred to as the “Disc Golf Course”), including the 18-hole Championship level course and the 6-hole Learn to Play course, as community recreational facilities for the benefit of the public; and

WHEREAS, PFD’s purpose is to foster and promote the growth of the sport by strengthening community involvement through education, promotion, organization and active participation of disc golf activities within the local community. This includes fundraisers, community events, charitable causes, local leagues, training sessions, clinics, competitive tournaments and maintenance of local courses. All funds generated by the PFD are utilized and reinvested to support the local community and the growth of the sport within the region as a non-profit organization.

WHEREAS, Cranberry Township would like to utilize the PFD to support in the organization of events, support on course maintenance, and further development of the Disc Golf Course; and

WHEREAS, PFD plans to organize Disc Golf activities and tournaments utilizing the Disc Golf Course and facility; and

WHEREAS, in the past PFD has assisted in the installation of structures and fixtures in the Disc Golf Course for the benefit of the Township; and

WHEREAS, the Parties also desire to formalize those conditions under which PFD is granted the use of the Disc Golf Course as a priority user and Cranberry Township obtains the services provided by the PFD in exchange;

NOW, THEREFORE, with the intent to be legally bound and in consideration of the mutual covenants contained herein, both Parties agree as follows:

A. IMPROVEMENTS AND MAINTENANCE FOR THE DISC GOLF COURSE:

1. All disc golf associated equipment needed for play that is permanently or temporarily installed on the Disc Golf Course upon completion of construction is solely owned by the Township.
2. The Parties will make reasonable efforts to schedule an annual maintenance planning meeting (hereinafter referred to as the "Annual Meeting") prior to the last day of February of each year represented in this Agreement to coordinate the expected maintenance for the Disc Golf Course along with agreed upon timelines for completion. The Township and delegated PFD members can also request anticipated equipment needs for the course clean-up and maintenance.
3. Both Parties will make reasonable efforts to collaborate, maintain and update the structural integrity of the course, course signage, course baskets, course benches, tee boxes and any and all permanent fixtures installed on the Disc Golf Course as part of this agreement. PFD will coordinate an annual course clean up and maintenance day with volunteers and make reasonable efforts to conduct this in the months of March or April and make reasonable efforts to evaluate the course once a month during the months of May, June, July, August, September, October and November. PFD will make reasonable efforts to provide the Township a summary report of this monthly course evaluation by the end of the associated month. The Township will provide a reasonably accurate indication of timelines for identified course maintenance needs arising from the report and will address safety related needs as a priority.
4. The Township will support the PFD by providing storage for their course maintenance garden tools in the barn at North Boundary Park. The Township will also provide scheduled use of the Kubota, also stored in this barn. Access to this barn must be provided by a Township employee. Although there is no guarantee a Township employee will be available, particularly on weekends, the Township will make reasonable efforts to accommodate these requests. No other Township owned equipment is to be used by PFD volunteers. When scheduled and used by PFD volunteers, by signing this agreement, PFD accepts full responsibility for the Kubota and will pay any and all insurance deductibles associated to Township property as a result of this use. Access to barn and use of the Kubota must be scheduled at least five (5) business days in advance and must specify specific hours of use as this vehicle is needed for other park needs.
5. The Township shall be solely responsible for all significant maintenance needs of the Disc Golf Course that are outside the abilities or expectations of the PFD.
6. The Township will reimburse the designated Course Promoters for regular and reasonable maintenance items used for maintaining the course upon receiving an itemized receipt, up to \$500 per year. Request for approval of such items shall be conducted in advance of spending any funds wherever feasible. Reimbursable expenses shall be defined as normal day to day maintenance activities performed by the Course Promoters (including other PFD members during established work-days defined within this agreement) such as gasoline, oil, mulch, stone, tool replacement for utilized personal tools, weed whacker cord, paint, caution tape, pest spray, wood, perforated tube, etc. As the PFD is made up of unpaid volunteers, the sole purpose of such payments is to reimburse the Course Promoters for personal funds used to pay for maintenance of the Disc Golf course.
7. The Township agrees to adequately maintain and prepare the course prior to PDGA Sanctioned Tournaments including mowing, weed whacking, tree removal for any downed trees, debris removal from tee pads, etc. Such maintenance shall occur no earlier than the two (2) weeks leading up to the

scheduled event. As example, mowing should occur on Monday – Thursday of the week leading up to the scheduled tournament on Friday – Sunday.

8. NON-LIABILITY: Township shall not be liable for any injury to or interference with PFD's operations arising from the performance of any repairs, maintenance or improvements in or to the Disc Golf Course or to any appurtenances or equipment therein; provided, however, that Township shall perform any such work with due diligence and in a manner so as to minimize interference with PFD's operations. Likewise, PFD shall not be liable for any injury or interference with Township operations. Additionally, PFD will not be liable for any individuals not previously authorized and documented by PFD who may perform maintenance or be located on the Disc Golf Course.
9. By signing this agreement, PFD is providing the Township covenants that no security interest shall be or has been granted, to the best of their knowledge, to another individual or entity for the use of the Disc Golf Course or any associated equipment or amenities.

B. TERM:

The term of the Agreement shall be for the period set forth in this paragraph, unless sooner terminated under the provision hereof.

1. INITIAL TERM: The Initial Term shall commence on the 5th day of February, 2021 and shall end on the 31st day of December, 2021. PFD shall return to the Township any/all keys or Township equipment related to the Disc Golf Course and associated equipment and amenities at the termination of the Initial Term or any Renewal Term.
2. PERIODS OF PFD'S PRIORITY OF USE OF DISC GOLF COURSE: Both Parties shall agree to the specific periods of PFD's priority of use as it relates to the use of the Disc Golf Course. Nothing contained herein will limit the Township's right to close the Disc Golf Course if deemed necessary.
3. RENEWAL TERM: Both Parties shall make reasonable efforts to meet on or about November 30th, 2021 to discuss the terms and any new agreement and/or any renewal thereof. All PFD use shall automatically revert to a pay by scheduled use per Township Special Event Policy based on non-resident rates for any grounds or facilities scheduled. In the event of any non-renewal notification, either during the Initial Term or any Renewal Term, the Parties will make reasonable efforts to continue good faith negotiations to resolve any issues that resulted in the notification and work toward the goal of finalizing a new agreement.

C. USE OF DISC GOLF COURSE

1. The hours of operation for the Disc Golf Course will be restricted to the period from 8:00 a.m. to 9:00 p.m. or dusk (hereinafter referred to as "Restricted Period"). During official PFD events, the PFD will ensure that officially registered players are aware of the Restricted Period and make reasonable efforts to ensure that no play will begin that cannot be complete within this defined time. Special event scheduling may be scheduled beyond the Restricted Period, only with written approval of the Township. The PFD is not liable and is not to be held accountable for any non-conformance of the Restricted Period by any individuals not participating in an official PFD event. The Start time of 8:00 am is subject to change based on expressed public concerns of early morning nuisance of park use by disc golf event participants. Any change to the stated start time will be done via addendum and all scheduled play will be suspended

until addendum is signed by the PFD designee. Usage of the Disc Golf Course or facilities without such approval during restricted hours shall constitute a violation of Park rules subject to enforcement of the rules and regulations of the Townships.

2. PFD will have scheduling priority on the use of the Disc Golf Course located within North Boundary Park each year of this agreement. Schedules for Disc Golf Course usage by PFD will be set at the annual meeting in February and reviewed and coordinated by the Parks & Recreation Department. The Township, through the Parks & Recreation Department, may schedule usage of the Disc Golf Course, during periods of time when the course is not scheduled to be used by PFD at its sole discretion, and may set fees associated with such usage in accordance with Township Special Events Policy and Fee Schedule.
3. The Township requires any additional large events requiring Township support, such as PDGA Sanctioned Tournaments, which are scheduled by PFD after the aforementioned meeting to make reasonable efforts to provide the Township a minimum of 3 months advance notification to coordinate. Event requests with less than three (3) months' advance notification will be considered based upon availability of the park schedule. Due to the other operations of the park, it cannot be guaranteed that Large events within the months of June or July will be approved, but the Township will make reasonable efforts to accommodate all requests made during the annual meeting. The Township must coordinate all Disc Golf Course use and events with the schedule of North Boundary Park's soccer fields and Waterpark and may deny an event based on anticipated schedule of these facilities. Smaller events such as leagues, fundraisers, work days, and workshops may be conducted on shorter notice and operate throughout the year as long as they do not inhibit or intrude upon other planned activities scheduled within the park.
4. PFD activities and events can only be scheduled by previously approved PFD designees. Requests coming from any/all others will be directed to the designee (s). The designees will also be defined at the February annual meeting.
5. In exchange, for the services rendered by the PFD on behalf of Cranberry Township, the Township agrees to allow provide one free of charge (FoC) event per year including waiving of fees outlined in section D 1, use of the park facilities (parking, bathroom, water dispensers, maintenance road) and two Shelters (eg. Veterans Pavilion & Penn Power Pavilion) established under mutual agreement during the annual planning meeting. For all other events requiring the use of a pavilion, the PFD will be responsible for paying these fees as needed based on the Township Resident rate. This includes and is not limited to; event security, parking, course settings or adjustments, dumpsters, etc. Under no circumstance will the Township perform a service and Charge the PFD without express written consent prior to the service performance.

D. PAYMENT TO THE TOWNSHIP:

1. EVENT/ACTIVITY FEE: PFD will pay the Township 30% all PFD Sponsored Events/Activities event registration fees excluding fees charged by the Professional Disc Golf Association (PDGA).
2. All revenue in regional, national and/or international sponsored/sanctioned tournaments will involve separate agreements defining the contribution to the Township and only include the net profit of sponsorship revenue.

3. PFD will pay the resident rate of all shelters needed for or impacted by a PFD scheduled event.

E. EXAMINATION OF FINANCIAL RECORDS:

PFD shall maintain book, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials equipment, supplies, services and other costs and expenses of whatever nature for which Township funding or resources has been provided under the provisions of this Agreement. PFD shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. PFD shall provide access during normal business hours, to such books, program and financial records, documents and other evidence upon request of the Township Manager, Parks & Recreation Director or their designee upon receipt of reasonable advanced notice, either oral or written. PFD's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of three (3) years following the termination of this Agreement. The Township Manager, Parks & Recreation Director or designee may audit, examine, review, photocopy, and/or make excerpts of transcripts of any PFD's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by PFD, to the Township's sole satisfaction, within thirty (30) days after PFD's receipt of written notice of such deficiencies. Failure of PFD to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the Township's sole discretion, may result in the Township's termination of Agreement and charging PFD with any and all associated costs and penalties resulting from the violation.

F. ASSIGNMENT: SUBLETTING:

1. PFD shall not have the right, without the prior written consent of the Township, to assign the Agreement, and any interest therein, and to sublet the leased premises, or any part thereof, or any right or privilege pertinent thereto. Any such consent, if given by the Township, shall not release PFD from any of PFD's obligations under this Agreement (unless so specified) nor shall it serve as a waiver of the need for written consent in all future cases; nor shall such consent unreasonably be withheld or delayed.
2. This Agreement does not restrict the ability of the Township to enter into other agreements for use of the Disc Golf Course with other individuals/entities

G. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

1. PFD shall not make any major alterations, additions or improvements to the Disc Golf Course without the prior written consent of the Township, which consent shall not be unreasonably withheld or delayed. This should not be construed to otherwise prohibit the PFD or the Township from performing standard maintenance activities which are not significant alterations to the overall course design.

2. Unless otherwise agreed to in writing, all alterations, additions or improvements made by PFD shall become the property of the Township at the termination of any term created under this Agreement and shall remain in and be surrendered with the Disc Golf Course, without disturbance or injury.
3. For Official Events, and with prior written consent, The PFD may temporarily install such items as temporary disc golf baskets, signs, benches, tents, and water stations, which are not to be considered alternations, additions, nor improvements under this agreement
4. The Township agrees to engage in discussions and consultation with the PFD prior to making any major alterations to the course design and equipment at least 3 months prior to any planned alteration start date.

H. INDEMNIFICATION; INSURANCE:

1. PFD shall indemnify the Township for any and all liability related to the use of the Disc Golf Course during any PFD organized and sponsored events, excluding liability for individuals not participating in the Official PFD Event. PFD shall, during the entire term of this Lease, keep in full force and effect a policy of public liability insurance with respect to the property, the limits of general liability shall be in the amount of One Million Dollars (\$1,000,000.00) combined single limit, naming Cranberry Township as additional insured. The policy shall contain clause that PFD will not cancel or change the insurance without first giving the Township 10 days' prior written notice. Failure to maintain insurance in the minimum amount set forth above shall constitute a default under this Agreement.
2. Duplicate originals or certificates of insurance of the policy provided shall be furnished by PFD to the Township.

I. PFD'S DEFAULT:

1. EVENTS OF DEFAULT:

Any one or more of the following shall constitute an event of default under this Agreement:

- i. Failure to pay any fees or any other charge or expense so provided under this Agreement within thirty (30) days from the date the same is due. After 30 days, The Township shall provide written notice providing an additional thirty (30) days of said due date to PFD of the default, and PFD shall have the opportunity to correct the default within (60) days of said due date.
- ii. Failure by PFD to comply, perform or observe any covenant or condition of this Agreement. The Township shall provide written notice within 30 days of said default to PFD, and PFD shall have the opportunity to correct the default within (60) days of said default.
- iii. No events, whether previously scheduled or not, may take place during any time of default until payments are satisfied.
- iv. The happening of any of the following or any comparable event:
 - a. Insolvency of the other party;

- b. Filing of any petition by or against the other party under any bankruptcy, reorganization or receivership law;
- c. Execution of any assignment for the benefit of the other party's creditors; or
- d. Appointment of any trustee or receiver of the other party's business or assets or any part thereof; unless such petition, assignment or appointment be withdrawn within thirty (30) days of such event.

2. AGREEMENT TERMINATION:

- i. In the event that PFD is found by the Township to be in breach of this Agreement, the remaining balance of fees owed to the Township by the PFD, at the Township's option, will immediately become due and payable as if by the terms of this Agreement. In such event, the Township shall serve upon PFD written notice of such acceleration. At such time, the Township may also serve on PFD written notice as the effective date of termination of the term of this Agreement. PFD shall, however, thereupon surrender quiet and peaceable possession of any Township equipment or other items in possession of the PFD under this agreement to the Township. Contemporaneously, the Township may also assert and exercise any of the rights and remedies herein set forth on behalf of the Township. All of the Township's remedies herein set forth (although provided by law) shall be cumulative and non-exclusive.
- ii. In the event the Township commits or allows an event of default to occur as described in Section I (1)(iii), PFD may terminate the lease upon thirty (30) days' notice to the Township
- iii. Both Parties may terminate this Agreement at any time with thirty (30) days advanced written notification.

J. SIGN USAGE IN CRANBERRY PARKS – In recognition of the underlying family recreational purposes of the Cranberry Parks and particularly the usage of the athletic fields by the youth of the Cranberry Township Community, and provided that such usage is permitted under appropriate Township ordinances, the Township shall allow the erection of Temporary signs for PFD official events at the Disc Golf Course as follows:

- 1. The Township shall permit PFD to rent/sell and erect professionally printed signs on the grounds of the Disc Golf Course, under the following conditions:
 - i. PFD shall submit a master signage plan to the Township for approval no later than the Annual Meeting or no less than fourteen (14) calendar days prior to installing the signs. New plans shall be submitted to the Township on an annual basis only if PFD proposes modifications to the prior year's plan;
 - ii. In the event any signs related to PFD official events are vandalized, the PFD shall make reasonable efforts to remove the signs within forty-eight (48) hours;
 - iii. It is agreed by the Parties that signs relating to the following subjects are inconsistent with the purpose of the Cranberry Parks and expected park activities and shall be prohibited:

- ii. Political advertising;
 - iii. Alcohol (without prior written consent from Cranberry Township)
 - iv. Tobacco, marijuana or vaping advertisements;
 - v. Any advertising that would be considered lewd, lascivious or obscene;
- iv. All signs proposed for placement shall be submitted to the Cranberry Township Parks & Recreation Department for final approval;
 - v. All requests for signage must include date of install and date of removal for consideration;
 - vi. Signs may be restricted by significant sponsorship contract made by the Township for the betterment of our parks and facilities.
- 2. The Township reserves the right to rescind this Agreement related to the usage of signs in Cranberry Parks in the event of a breach by PFD of any of the conditions contained herein.

K. GENERAL

- 1. Both Parties will make reasonable efforts to hold a minimum of one (1) annual meeting between the Parties. This Agreement shall be reviewed annually by both Parties, provided however that PFD's fees and payments as set forth in Section D shall not be subject to review or modification except as set forth herein.
- 2. PFD shall be required to conform to all rules and regulations of the Cranberry Parks as promulgated by the Township and/or the Cranberry Township Parks & Recreation Department.
- 3. This agreement may be amended at any time provided both Parties mutually agree in writing to the terms and conditions associated with the amendment.

L. CRANBERRY TOWNSHIP PARKS SPONSORSHIP

- 1. Cranberry Township reserves the right to secure and approve agreements for sponsorship and naming rights for any and all facilities within Cranberry Township Parks, and PFD agrees to conform to all conditions of these agreements including recognition of facility titles, non-compete clauses, tournament naming or similar events.

IN WITNESS WHEREOF, the Parties have set their hands and seals at the date set forth above.

ATTEST:

PITTSBURGH FLYING DISC CHAIR

PRINT NAME

SIGN NAME

ATTEST:

CRANBERRY TOWNSHIP

PRINT NAME

SIGN NAME