

Board Information Item

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|--------------------------|--------------------------|-------------------------------------|--------------------------|
| Information Packet | Board Agenda Information | Board Agenda Action | Board Agenda Consent |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

05/18/2026

Subject: Act on the Amendment to the License Agreement with Dallas Surf Soccer Club for Use of Grass Fields at Cross Timbers Middle School

Contact Person: Paula Barbaroux, Chief Operations Officer
Ryan Martin, Director of Facility Use

Policy/Code: GKD(LOCAL)

Priority and Performance Objective: Priority 4: Strong Financial Stewardship and Internal System Efficiency
Objective 4.1: Transparent Financial Stewardship
Objective 4.2: Effective and Efficient District Operations

Summary: The Dallas Surf Soccer Club (Surf), a for-profit organization, entered into the long-term License Agreement with the District in August 2024 to use a field at Cross Timbers Middle School on the west side of the site for its youth soccer club practices. That has since expanded to two fields.

The License Agreement (Agreement) had an initial term of two years with the option to renew annually thereafter for one-year periods. The Renewal Term is effective September 1, 2026 through August 31, 2027. As this is not an occasional use of a District field, the Agreement provides set times, days of the week, and the location for Surf’s practices. The Agreement also addresses Surf’s membership, establishes the responsibilities of their site coordinators, and sets the leasing rates that will provide consistent revenue to the District. The potential annual revenue from this Agreement is \$66,240 assuming no future rate increases. The proposed rate is \$57.50 per hour, which is a 15%

increase over the rate established in 2024. Surf provides temporary lights for their practices and has been a good partner.

The Agreement may not be assigned by Surf to any other entity, group or person and Surf may not charge a fee related to their use of the District's fields.

The Agreement requires Surf to provide liability insurance coverage and to indemnify and defend the District its officers, employees, agents, representatives and volunteers acting in the scope of the District's authority, from any claim for loss of life, bodily injury, or property damage or destruction suffered by a participant, sponsor, spectator, visitor, or any other person that is any way connected with the Surf's use of the field, including attorney fees and court costs, to the extent such claim arises due to the negligent act or omission of Surf.

The District may terminate this Agreement immediately by written notice to Surf, if Surf shall at any time violate or be in default under any of the terms or provisions and such violation or default is not remedied within 10 business days after the date on which Surf receives notice of such violation or default from the District.

Attachments:

Amendment to the License Agreement
Original License Agreement

Recommendation:

The recommendation is for the Board of Trustees to approve the renewal of and amendment to the License Agreement with the Dallas Surf Soccer Club, as presented.

**AMENDMENT TO THE LICENSE AGREEMENT FOR USE OF GRASS FIELDS
AT CROSS TIMBERS MIDDLE SCHOOL**

This Amendment to the License Agreement (“Agreement”) is entered into by Dallas Surf Soccer Club, a limited liability company situated in Dallas County, Texas, hereinafter referred to as "Dallas Surf", and the Grapevine-Colleyville Independent School District, an independent school district situated partially in the cities of Colleyville and Grapevine, Texas, and which is hereinafter referred to as "District".

A. The District has determined that there continues to be a public purpose and benefit to District students in providing DALLAS SURF with access and use of the Cross Timbers Middle School grass fields located at 2301 Pool Road, Grapevine, Texas 76051 (specifically the field closest to the Krispy Kreme and the band field) (hereafter individually referred to as the “Fields”), for DALLAS SURF’s use. No other fields are authorized for use by DALLAS SURF without further amendment of this Agreement.

B. DALLAS SURF and the District recognize, however, that District Fields are intended primarily for District purposes, and that the needs of the District’s students and its programs to use the Fields are the highest priority.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DALLAS SURF and the District hereby agree as follows:

TERMS AND CONDITIONS

1. Term. The Effective Date of the Amendment is September 1, 2026, which aligns with the first Renewal Term of the License Agreement.
2. Continuation. All other terms and conditions of the License Agreement remain the same, except for Exhibit B, which is hereby amended by the parties and may be updated annually.

EXECUTED this 18th day of May, 2026.

Dallas Surf Soccer Club
Name: Michael Fruia
Title: Managing Director
Signature: Michael Fruia
Date: 05/11/2016

Grapevine-Colleyville ISD
Name: _____
Title: President, Grapevine-Colleyville ISD Board of Trustees
Signature: _____

Date: _____

Grapevine-Colleyville ISD

Name: _____

Title: Secretary, Grapevine-Colleyville ISD Board of Trustees

Signature: _____

Date: _____

EXHIBIT B
SCHEDULE & RATES OF USE
SEPTEMBER 1, 2026 TO AUGUST 31, 2027

Use of the Cross Timbers Middle School Grass Fields (nearest Krispy Kreme and the GHS band field)

Authorized Use: Soccer Club practices with Club-provided lights as needed

Schedule: Monday through Thursday for 48 weeks from 5:30 p.m. to 8:30 p.m. each day for a total of 12 hours per field.

Use Rate: \$57.50 per hour (12 hours x \$57.50) = \$690 per week for 48 weeks = \$33,120 x 2 fields = \$66,240.

The four weeks when the field will not be used by Dallas Surf is in December of each year to cover the holidays, as well as Thanksgiving week, Spring Break, and the week of the fourth of July. The weeks of non-use will be set each year by the District.

As consideration for the long-term agreement, the District is providing the reduced hourly rate of use (normally \$100/hour for occasional use). Therefore, the District will not issue a refund for the inability to use the Field due to weather, rain, or Field conditions caused by rain. However, if more than three practices are missed in a month due to weather, rain, or Field conditions caused by rain, the District will reschedule two of the three days missed on other days in that month.

**LICENSE AGREEMENT FOR USE OF A GRASS FIELD
AT CROSS TIMBERS MIDDLE SCHOOL**

This License Agreement (the “Agreement”) is entered into as of the date of last signature (“Effective Date”) and is made by and between Dallas Surf Soccer Club, a limited liability company situated in Dallas County, Texas, hereinafter referred to as "Dallas Surf", and the Grapevine-Colleyville Independent School District, an independent school district situated partially in the cities of Colleyville and Grapevine, Texas, and which is hereinafter referred to as "District".

A. The District has determined there is a public purpose and benefit to District students in providing DALLAS SURF with access and use of the Cross Timbers Middle School grass field located at 2301 Pool Road, Grapevine, Texas 76051 (specifically the field closest to the Krispy Kreme) (hereafter individually referred to as the “Field”), for DALLAS SURF’s use. No other field is authorized for use by DALLAS SURF.

B. DALLAS SURF and the District recognize, however, that District Fields are intended primarily for District purposes, and that the needs of the District’s students and its programs to use the Fields are the highest priority.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DALLAS SURF and the District hereby agree as follows:

TERMS AND CONDITIONS

1. Term. The “Initial Term” of this Agreement shall begin on the Effective Date, and end on August 31, 2026, unless sooner terminated as provided herein. This Agreement may be renewed by the parties for one-year periods (each a “Renewal Period”), subject to the District’s “Rates” (as will be defined annually in Exhibit B, and paragraphs 2, 13 and 15) at the beginning of each Renewal Period. DALLAS SURF agrees and understands that the Rates will increase for the first renewal period. Any other changes to this Agreement for a Renewal Period will be as mutually agreed between the parties. DALLAS SURF shall notify the District at least 90 days in advance of the expiration date of its desire to renew the Agreement. Together, the Initial Term and the Renewal Period(s) are collectively referred to as the “Term.”

2. Membership. DALLAS SURF hereby warrants and represents that fifty percent or more of its participants are now and will be children living within the attendance boundaries of the District or attending a GCISD school. DALLAS SURF will provide a complete roster for each team, group, or individuals using the Field. The roster shall list each participant/player, his/her full name, age and address and the name and address of each coach. DALLAS SURF shall also timely notify District of any roster changes. If rosters are not provided as specified or the information in the rosters cannot be verified by District, the District has the right to (a) suspend use of the Fields; said suspension being at least 30 days and as extended by the District, in its sole discretion; or terminate this Agreement. Any suspensions or termination will be without reimbursement of any

amounts paid. The District may also impose higher Rates for the use of the Fields after any suspension period.

3. Cooperation. DALLAS SURF and DALLAS SURF's employees, agents, representatives, participants, contractors, members, volunteers, parents, visitors, sponsors or invitees, or any other person that is present on District property in connection with the DALLAS SURF's use of the Fields (hereafter collectively referred to as a "DALLAS SURF User" or "DALLAS SURF Users") shall cooperate with District personnel and adhere to the District's rules, regulations, and policies, as they may change from time to time, and to the terms of this Agreement. DALLAS SURF shall be responsible at all times for the acts of the DALLAS SURF Users.

4. Permissible Use. DALLAS SURF's use of the Fields will be restricted to only practices, workouts, and other training activities associated with DALLAS SURF's club soccer program; ***no other uses will be permitted.*** DALLAS SURF's use of the Fields is for practices and ***does not*** include scrimmages, games, and league play. Except for the Field, concession stand restrooms, and the driveway and parking lot at Cross Timbers Middle School, this Agreement does not grant access to any other portion of the campus facilities. This License is personal to DALLAS SURF. DALLAS SURF may not assign its rights to use the Field to any other entity or person. DALLAS SURF may not sublease the field and may charge fees for use to other teams, spectators, etc., or for any purpose related to its use of the Field.

5. Permitted Days and Hours of Use. DALLAS SURF will have use of the Field on Monday and Wednesday of each week throughout the year from 5:30 p.m. to 8:30 p.m. except for four weeks identified in Exhibit B for holidays. These days and times will be strictly enforced by DALLAS SURF. DALLAS SURF may not enter the school property before these times except to setup, 15 minutes before a scheduled use. DALLAS SURF is not permitted to stay more than 15 minutes after 8:30 p.m. to pick up trash, turn off lights, and remove its equipment and all participants. DALLAS SURF hereby also agrees to position its goals on the Fields in a different area or areas at each practice or training session to reduce wear and tear of the turf occurring in the same area.

6. Scheduling, Cancellation and Early Departure. Prior to any use of the Field, DALLAS SURF shall schedule and coordinate its use through the District's Facility Use Department using the District's scheduling program, and not through the campus administrators or other District staff. Each scheduled use of the Field must include the names of the users, and the names and phone numbers of the contact persons. DALLAS SURF will notify the District's Director of Facility Use as soon as possible whenever users cancel or do not plan to use the Field on a scheduled date. **DALLAS SURF agrees and understands that the District may cancel, reschedule, or otherwise modify DALLAS SURF's scheduled use if necessary to accommodate a District use of the Field or for maintenance of the Field or any other part of the applicable campus.** If this should occur, the District will notify DALLAS SURF as soon as the District knows of its need to modify the scheduled use. If available, the Director of Facility Use may offer another grass field for DALLAS SURF's use when the Field is not available. If schedules are adjusted by the District, the District will deduct a corresponding amount from DALLAS SURF's next invoice. No refunds will be issued when DALLAS SURF cancels or when

use is prevented because of weather. The District also reserves the right to immediately cancel this Agreement, without refunding any monies, if the conduct of the DALLAS SURF or any DALLAS SURF User violates this Agreement, District policies and regulations, or local, state, or federal laws, or if DALLAS SURF's use becomes a nuisance to the District, businesses homeowners near or adjacent to campus.

7. Concessions. Concessions are not permitted at the site.

8. Equipment. DALLAS SURF shall purchase or otherwise provide all equipment necessary for its use of the Field. No equipment, other than soccer goals and lights, may be stored at the field. All other equipment shall be stored by DALLAS SURF offsite. The soccer goals and lights shall be stored where directed by the District.

9. Maintenance & Field Marking. The District is under no obligation to maintain, repair and/or improve the Field or any other District owned property (both real and personal) for the benefit and use of DALLAS SURF. The Field may not be marked by DALLAS SURF. The District will not mark the Field for DALLAS SURF's use.

10. Limitations on Use. DALLAS SURF shall not alter or change the Field, or any other District property. Examples of prohibited alterations or changes include, but are not limited to: moving District equipment; using the District's equipment; hanging signs or banners, etc. DALLAS SURF and its users shall not advertise anywhere on District property or otherwise promote programs, services, or products. DALLAS SURF shall not bring, invite, or patronize food trucks anywhere on District property.

11. Damages. DALLAS SURF shall pay for or otherwise be responsible for any damage caused by DALLAS SURF or any DALLAS SURF User. The District shall have the right to make any repairs or replacements needed due to such damage, or have such repairs or replacements made by third parties, and DALLAS SURF will reimburse the District for those costs within 15 days of its receipt of District's demand for payment. A failure to pay damages will result in suspension or termination of the Agreement.

12. Indemnification. **DALLAS SURF agrees to waive, release, defend, indemnify and hold harmless the District, its officers, employees, agents, representatives and volunteers (the "Released Parties") acting in the scope of the District's authority, from any claim for loss of life, bodily injury, or property damage or destruction suffered by a participant, sponsor, spectator, visitor, or any other person that is in any way connected with the DALLAS SURF's use of the Fields, including attorney fees and court costs, to the extent such claim arises due to the negligent act or omission of DALLAS SURF AND SPECIFICALLY INCLUDING ANY CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE RELEASED PARTIES.**

IT IS DALLAS SURF'S EXPRESS INTENT TO RELEASE, DEFEND, AND INDEMNIFY THE RELEASED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONTRIBUTORY CAUSE OF ANY INJURY TO OR DEATH OF ANY PERSON, ANY

DAMAGE TO OR DESTRUCTION OF DALLAS SURF'S PROPERTY, OR ANY DAMAGE TO OR DESTRUCTION OF THE PROPERTY OF ANY OTHER PARTY.

13. Annual Fee & Damage Deposit. In addition to the Rates charged for use of the Fields, DALLAS SURF shall pay the District an annual fee of \$250 on or before September 1 of each year during the Term (the "Annual Fee"). Additionally, DALLAS SURF shall pay to the District a deposit of \$350. The deposit will be held by the District to offset costs it incurs in the event of personnel callouts, damages, non-payment, etc.

14. Rates of Use. In addition to paying the Annual Fee and the non-resident fees, the Rates of Use (the "Rates") fee will be paid by DALLAS SURF monthly in advance. The Rates of Use are subject to change at each renewal period.

15. Site Coordinators. In lieu of paying for District employees as Site Coordinators, DALLAS SURF will designate three of its officers to perform the duties of Site Coordinator as described in Exhibit A. Annually, each person shall participate in training with the Director of Facility Use to ensure understanding and continuity of the role. District shall have the cellular/mobile phone of each designated DALLAS SURF officer. If at any time, the District determines, in its sole judgment, that DALLAS SURF is not adequately performing the Site Coordinator duties, is not caring for District property as the District would, or is making use of District Fields or facilities at times not authorized by this License Agreement or allows others to use DALLAS SURF's time, access, keys, credentials, etc. GCISD will notify DALLAS SURF of its findings and hire District personnel to oversee DALLAS SURF's use. DALLAS SURF will reimburse District for its personnel at the rate of \$35 per hour or the License Agreement will be automatically terminated.

16. District Call-Outs. DALLAS SURF will be billed at the rate of \$35.00 per person per hour (with a two-hour minimum) if District personnel are required to respond to an unscheduled use or any situation caused by the presence of DALLAS SURF or any DALLAS SURF User at the Field or any other District property. If District personnel are required to respond to an emergency caused by DALLAS SURF or a DALLAS SURF User, charges for their time (which will be charged at the cost incurred by the District) will be added to the charges above. All charges shall be paid within fifteen (15) days or the District may suspend the DALLAS SURF's use of the Field. DALLAS SURF shall reimburse the District for any charges incurred as a result of a false fire and/or security alarm caused by a DALLAS SURF User.

17. Disclaimer. DALLAS SURF has made a thorough and independent examination of the Field. **The District makes no representations regarding the safety and/or suitability of the Field or other District property in relation to DALLAS SURF's intended use of said property. DALLAS SURF hereby accepts the Fields in its current condition, AS-IS. The District disclaims any and all warranties with respect to the Field including, but not limited to, any warranty of fitness or suitability for DALLAS SURF's intended purposes.**

18. Maintenance and Grooming. The District is not obligated to provide any maintenance or grooming services.

19. Advocacy. DALLAS SURF agrees that its activities held on District property shall not:

- a. Advance any doctrine or theory that threatens destruction of District property or disruption of District functions; or
- b. Advocates the use of violence to promote social or political change.

20. Insurance. The DALLAS SURF shall procure and maintain in force throughout the Term at its expense the insurance coverages described below.

- a. Commercial general liability insurance for bodily injury and property damage relating to the DALLAS SURF's organized activities at the Field and its appurtenances on an occurrence basis with coverage of not less than \$1,000,000.00 per occurrence, and not less than \$1,000,000.00 in the aggregate. The aggregate limit shall apply to any site DALLAS SURF may be directed by District to use. The insurance policy shall name the District as an additional named insured, include contractual liability coverage extending the policy's coverage to DALLAS SURF's obligations hereunder and provide Sexual Abuse and Molestation Liability coverage subject to a limit of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- b. If DALLAS SURF has employees, it shall maintain workers compensation insurance for at least the applicable statutory limit and Employers Liability coverage subject to a limit of no less than \$1,000,000.00 each employee, \$1,000,000.00 each accident and \$1,000,000.00 policy limit.
- c. Umbrella Liability insurance on an occurrence basis providing excess coverage over all limits and coverages above with limits of not less than \$2,000,000.00 per occurrence and in the aggregate. The insurance policy shall name the District as an additional named insured.
- d. Accident insurance for all participants to cover medical, dental, and other related expenses with coverage of not less than \$100,000 per injury. Catastrophic Accident insurance for all participants to cover medical, dental, and other related expenses with coverage of not less than \$1,000,000 per injury.

All insurance policies required of DALLAS SURF herein shall be issued by companies licensed to do business in Texas by the Texas Department of Insurance with a rating of A:VII or better in the most current edition of A.M. Best's Property – Casualty Key Rating Guide. DALLAS SURF shall cause its insurance companies to issue certificates to the District confirming that the policies have been issued and are in full force and effect. If DALLAS SURF's use of the Field or access onto any District property causes an increase in the premiums for any insurance policy carried by the District, DALLAS SURF shall pay, as an additional Rate, the amount of such increase to the District immediately upon demand and presentation of written evidence of the increase by the District.

DALLAS SURF represents and warrants that insurance policies with the coverages and limits required in this Agreement have been issued to DALLAS SURF and shall remain in full force and effect during the term of this Agreement and that none of the policies required by this Agreement shall be canceled or changed, or the insurance coverage restricted or reduced without 30 days' prior written notice of such cancellation or change to the District.

DALLAS SURF will require each person transporting a group of team members to and from soccer activities at the Field to provide proof of a valid driver's license and current automobile insurance with limits greater or equal to the minimum coverage requirements of the State of Texas. DALLAS SURF will further require each person to provide immediate notification if his/her driver's license becomes restricted, suspended, revoked or expires and of any material change in his/her automobile insurance.

21. Early Termination. The District may terminate this Agreement immediately by written notice to DALLAS SURF if DALLAS SURF shall at any time violate or be in default under any of the terms or provisions hereof and such violation or default is not remedied within 10 business days after the date on which DALLAS SURF receives notice of such violation or default from the District. Other than a monetary default in violation of the terms of this Agreement, if the violation or default is such that it cannot be remedied within 10 business days but DALLAS SURF within that 10-business day period commences to remedy the violation or default and proceeds diligently to complete the remedy, DALLAS SURF will be given a reasonable number of additional days to remedy the default or violation up to a maximum of 30 calendar days. If the District elects to terminate this Agreement for violation of any of the terms herein, the District will not be responsible for any damages DALLAS SURF may suffer because of the termination. Either party may terminate this Agreement at any time by giving the other party at least ninety (90) days prior written notice of its intent to terminate. Termination will be effective at the end of the current term.

22. DALLAS SURF accepts responsibility for overseeing and controlling DALLAS SURF Users who are in or on the Field or other District property as a result of or in connection with DALLAS SURF's use. The following rules must also be enforced by DALLAS SURF at all times:

- a. Smoking, all tobacco products, vape and e-cigarettes are prohibited on all District property including all District outdoor areas.
- b. Possession or use of alcoholic beverages is prohibited on all District property.
- c. Firearms, knives and other weapons of any sort are not permitted on District property unless mandated by state law.
- d. Balloons and all latex products are strictly prohibited at all indoor and outdoor activities.
- e. Food and beverages are prohibited on District turf fields.

- f. Gum and sunflower seeds and their shells are prohibited on District turf fields.
23. DALLAS SURF shall be solely responsible for providing auxiliary aids and services necessary to allow the full use and enjoyment of the public facility for DALLAS SURF participants with disabilities in accordance with the Texas Human Resources Code 121.003.
24. Other than granting DALLAS SURF User's permission to use the Field pursuant to this Agreement, DALLAS SURF may not assign its rights or delegate its duties hereunder.
25. This Agreement contains the entire agreement made by and between the parties and supersedes any prior written or oral agreements relating to the use of the Field by DALLAS SURF. This Agreement is fully performable in Tarrant County, Texas, and shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any suit arising out of this Agreement shall be in the state courts located in Tarrant County, Texas. This Agreement has been approved by the parties' governing bodies.
26. If any term or provision of this Agreement is held by a court to be invalid or unenforceable, the remainder of this Agreement will be interpreted and applied in a manner so as to most closely effectuate the intent of the parties to this Agreement.
27. If either party institutes any action or proceeding in court to enforce any provision hereof, or any action for damages for any alleged breach of any provision hereof, then the prevailing party in such action or proceeding shall be entitled to receive from the non-prevailing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation expenses.
28. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, c/o the designated person listed below; (2) received by the other party by prepaid United States Certified Mail, return receipt requested; or (3) by overnight courier service such as FedEx or UPS, addressed as follows:

Dallas Surf Soccer Club "DALLAS SURF"
Attn: Managing Director, Michael Fruia
9901 E. Valley Ranch Parkway, Suite 2005
Irving, Texas 75063

Grapevine-Colleyville ISD "District"
Attn: Superintendent of Schools
3051 Ira E. Woods Ave
Grapevine, Texas 76051

29. This Agreement will be effective on the date it is signed by both parties.

[Signature lines appear on the following page.]

EXECUTED this 26th day of August NA, 2024.

Dallas Surf Soccer Club

Name: Michael Fruia

Title: Managing Director

Signature: Michael Fruia

Date: 8-25-24

Grapevine-Colleyville ISD

Shannon Braun

Title: President, Grapevine-Colleyville ISD Board of Trustees

Signature: Shannon Braun

Date: 8-26-24

Grapevine-Colleyville ISD

Name: Kathy Florence Shapiro

Title: Secretary, Grapevine-Colleyville ISD Board of Trustees

Signature: Kathy Shapiro

Date: 8-26-24

EXHIBIT A

DUTIES AND RESPONSIBILITIES OF SITE COORDINATORS

DALLAS SURF will designate three of its officers to perform the duties of Site Coordinator as described in this Exhibit. The role of the Site Coordinator **is to represent the District's interests** and perform the responsibilities outlined below.

DALLAS SURF agrees to immediately notify the District's Director of Facility Use if any other person or entity is using the Field at the time DALLAS SURF is scheduled to use it. Ryan Martin may be reached by calling 469-438-8327

Site Coordinators shall participate in GCISD training, prior to acting as a Site Coordinator.

The primary purpose of the Site Coordinator is making sure that the GCISD field and restroom facilities are appropriately cared for during use by DALLAS SURF and that facilities and equipment are locked and secured.

Site Coordinators shall be with DALLAS SURF's Users at all times that they are using the Field and shall, at a minimum, perform the duties outlined in this Exhibit.

1. Site Coordinators shall have a badge for identification.
2. Site Coordinators shall be issued restroom key for the concession restroom as required to facilitate the scheduled use only. Site Coordinator keys shall not be given to anyone else to use. DALLAS SURF is responsible for any loss or damage to the restrooms, concession stand and its contents. Site Coordinators shall lock the restrooms after every use.
3. Check the condition of the field. Immediately report any damage, leaks or other issues to the facilities emergency number at 817-251-5600.
4. Conduct the check-in and check-out process with the group using the field.
5. Oversee the use of the field by ensuring that participants, spectators and visitors are only in approved areas and that no disruption, damage or harm is being done to the areas being used, GCISD equipment, etc.
6. Ensure that concessions are not being sold.
7. Periodically check restrooms for cleanliness by picking up trash and reporting any toilet stoppages to the facilities emergency number at 817-251-5600 and restocking paper products (paper towel and toilet tissue), as needed.
8. Periodically empty exterior trash receptacles at the field and pick up trash in the surrounding area. Tie the tops of full trash bags for disposal. Dispose of full trash bags into the campus dumpster.

9. Ensure DALLAS SURF takes all equipment with them other than the soccer goals and lights.
10. Clean up the area(s) used by making sure that trash and other debris are removed and water or other liquids are cleaned up.
11. If the event ends early, notify Ryan Martin at 469-438-8327 and shut off lights. If unable to reach Ryan Martin, call the Facility Services emergency number 817-251-5600. Do not leave the restrooms unlocked.
12. Report damage caused by the User or their participants, spectators, etc. on the check-out form. Immediately report anything that will interfere with GCISD's use of the area(s) to the Facility Services emergency number and to Ryan Martin.
13. Report any unauthorized use or other use of the area that was not granted to User by calling or sending a text message to Ryan Martin at 469-438-8327. Follow-up with an e-mail to Ryan Martin by sending that e-mail to ryan.martin@gcisd.net. Report any unauthorized use of any area by anyone else to Ryan Martin as soon as possible by calling, sending a text message followed by sending an e-mail.

EXHIBIT B
SCHEDULE & RATES OF USE
SEPTEMBER 1, 2024 TO AUGUST 31, 2025

Use of the Cross Timbers Middle School Grass Field (nearest Krispy Kreme)

Authorized Use: Soccer Club practices with Club provided lights as needed

Schedule: Monday and Wednesday for 48 weeks from 5:30 p.m. to 8:30 p.m. each day for a total of four hours.

Use Rate: \$50.00 per hour (6 hours x \$50) = \$300 per week for 48 weeks = \$14,400

The four weeks when the field will not be used by Dallas Surf is in December of each year to cover the holidays, as well as Thanksgiving week, Spring Break, and the week of the fourth of July. The weeks of non-use will be set each year by the Facility Use Director.

As consideration for the reduced hourly rate of use at \$80/hour and providing the long-term License Agreement, the District will not issue a refund for the inability to use the Field due to weather, rain, or Field conditions caused by rain. However, if more than three practices are missed in a month due to weather, rain, or Field conditions caused by rain, the District will reschedule two of the three days missed on other days in that month.

EXHIBIT B
SCHEDULE & RATES OF USE
SEPTEMBER 1, 2026 TO AUGUST 31, 2027

Use of the Cross Timbers Middle School Grass Fields (nearest Krispy Kreme and the GHS band field)

Authorized Use: Soccer Club practices with Club-provided lights as needed

Schedule: Monday through Thursday for 48 weeks from 5:30 p.m. to 8:30 p.m. each day for a total of 12 hours per field.

Use Rate: \$57.50 per hour (12 hours x \$57.50) = \$690 per week for 48 weeks = \$33,120 x 2 fields = \$66,240.

The four weeks when the field will not be used by Dallas Surf is in December of each year to cover the holidays, as well as Thanksgiving week, Spring Break, and the week of the fourth of July. The weeks of non-use will be set each year by the District.

As consideration for the long-term agreement, the District is providing the reduced hourly rate of use (normally \$100/hour for occasional use). Therefore, the District will not issue a refund for the inability to use the Field due to weather, rain, or Field conditions caused by rain. However, if more than three practices are missed in a month due to weather, rain, or Field conditions caused by rain, the District will reschedule two of the three days missed on other days in that month.