

## **TRUCKEE MEADOWS PARKS FOUNDATION AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, on behalf of its Community Services Department (hereafter referred to as "County") and the TRUCKEE MEADOWS PARKS FOUNDATION a Nevada non-profit corporation (hereafter referred to as "TMPF"). County and TMPF shall be hereinafter collectively referred to as the "Parties".

TMPF's DISC GOLF COURSE STEWARDSHIP PROGRAM (hereafter referred to as "DGCSP") has been established with partnership of the RENO DISC GOLF ASSOCIATION a Nevada non-profit corporation (hereafter referred to as "RDGA") to accomplish the purposes of this agreement.

### **RECITALS**

**WHEREAS**, County is the owner of certain real property and other improvements more commonly known as Rancho San Rafael Regional Park located at 1595. N. Sierra Street, Sun Valley Regional Park, located at 15905 Sidehill Drive, and South Valleys Regional Park, located at 15650 Wedge Parkway, in Washoe County, Nevada, (hereafter referred to as the "Premises");

**WHEREAS**, TMPF, through DGCSP, is willing to assist County in building, maintaining and repairing disc golf courses and otherwise improving the Premises; and

**WHEREAS**, TMPF, through RDGA, has in the past made contributions, both financially and through volunteer efforts, in building, maintaining, and repairing disc golf courses on and to the Premises, and has hosted disc golf events on the Premises; and

**WHEREAS**, TMPF, through the DGCSP, will maintain, repair, and replace all disc golf course amenities at all premises in a safe condition and clean condition, notify County of vandalism or physical conditions that would create a hazard; and

**WHEREAS**, County and the general public will derive benefit from TMPF's DGCSP maintenance, repair, and upkeep of disc golf courses on the Premises.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants of County and TMPF as set forth herein, and for other good and valuable consideration, County and TMPF agree as follows:

1. TMPF'S MAINTENANCE OF PREMISES. TMPF, through the DGCSP, shall assist in maintaining, repairing, and replacing Improvements on and for the Premises and its overall operation to a level acceptable to County. TMPF, through the DGCSP, will maintain, repair, and replace Improvements, including, without limitation, all baskets, tee boxes, signage, trails, and any other services and improvements necessary to ensure that the Premises are operated and maintained to a level acceptable to the County. In recognition of TMPF's contribution and maintenance of said equipment, should it ever be deemed necessary to remove the equipment from its location, ownership of the equipment will revert to TMPF's DGCSP.

TMPF, through the DGCSP, will be responsible for removing litter beyond the service provided by County, as follows: County will empty County waste receptacles in the parking lots adjacent to the courses.

2. TMPF USE OF PREMISES. TMPF shall notify County in writing, at least thirty (30) days prior to any scheduled DGCSP Function (tournament, etc.). The notification shall include the date, time, and location of the Professional Disc Golf Association (PDGA) sanctioned event. DGCSP may host six sanctioned events annually in which the course is closed to the public

for the duration of the event. There will be no assessed fees for up to six sanctioned events in exchange for the on-going maintenance, repair, and replacement of the Improvements by TMPF's DGCSP. All conditions and requirements identified in Exhibit A, the insurance and indemnification requirements, shall be completed prior to the DGCSP hosting a sanctioned event.

3. PUBLIC USE OF PREMISES. The public shall be entitled to use the course during normal park operating hours. A preference shall not be given to TMPF members outside of a sanctioned DGCSP Function.

4. TERM/RENEWAL. The term of this Agreement shall be five (5) years. If the County determines that TMPF has faithfully and satisfactorily performed the terms and conditions contained herein and that renewal is in the best interest of County and the public, it shall reserve the option to renew with possible revisions any resultant agreement for a maximum of one five-year renewal which shall automatically begin at the expiration of the term immediately preceding.

5. CONSTRUCTION IMPROVEMENTS. TMPF, through the DGCSP, shall be entitled to construct the course fixtures (tee boxes and baskets), trail or other improvements on the Premises, and potentially on future Premises provided the plans, designs and specifications and the location shall first have been approved, in writing, by the Director or his designee and reviewed and approved by the appropriate jurisdictional permitting agencies. In the event TMPF, through the DGCSP, is granted permission from the Director or his designee and permitting agency to construct other improvements on the Premises, TMPF, through the DGCSP, shall bear responsibility for securing funds (either cooperatively through grants or private funding) for expenses associated with design and construction. New trail construction shall be overseen by the County's Trail Program Coordinator, in conformance with agreed upon trail construction standards and guidelines. If TMPF, through the DGCSP, is performing said work with volunteers,

all volunteers must sign-in and out of the County volunteer group sign-in sheet (Exhibit B) and provide to County.

TMPF, through the DGCSP, understands and agrees that all the additions, trails, facilities, fixtures, if any, and improvements, made in or upon the Premises shall be County's property and shall remain upon the Premises at the termination of this Agreement by lapse of time or otherwise, without compensation to TMPF except as stated in Article 1.

6. COURSE CHANGES BY COUNTY. The County may make changes to the courses, based on Master Plan improvement projects or other publicly supported park projects. County shall engage with TMPF's DGCSP before any changes are to take place.

7. REFUSE REMOVAL. County shall continue its current practice of removal of refuse, waste, or rubbish from the County disposal containers in the parking lots of the park facilities. TPMF, through the DGCSP, shall clean the Premises and remove all refuse, trash, or rubbish to the trash containers after each TMPF Function.

8. COOPERATION. County and TMPF, agree to develop and maintain a cooperative, working relationship in promoting the use of the Premises by the County, TMPF, and the general public.

9. LIMITED LIABILITY. County does not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

10. INSURANCE AND INDEMNIFICATION. Washoe County has established specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that

contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit A, Pages 1-3, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.

11. TAXES. County agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by the Federal, State, County, City governments, or any tax or assessment levying body upon any interest in this Agreement except any sales or use taxes generated by TMPF's DGCSP operations should they have a function onsite. TMPF, through DGCSP shall have no ownership or possessor right to any of the Premises covered hereby or improvements to be made except for the limited priority use rights herein described and shall not be subject to any possessor tax. Although none are contemplated, should any additional taxes be added because of TMPF's DGCSP use of Premises which TMPF's DGCSP fails to pay or satisfy, County may cancel the Agreement upon notice as stated in Article 12 of this Agreement.

12. ASSIGNMENTS AND SUBLEASES. TMPF, through DGCSP, shall neither assign, sublease, nor otherwise convey any interest of any sort granted by this Agreement to any person or persons, entity or entities, whatsoever without written consent and approval of the conveying document by County. It is acknowledged that this requirement does not create an obligation on County to approve any such assignment, sublease or other conveyance.

13. TERMINATION. In the event either TMPF's DGCSP or County breaches or otherwise defaults in the performance of any of the terms, covenants, or conditions of this Agreement, the non-breaching party shall be entitled to terminate this Agreement upon written notice to the party in breach or default describing both the nature of the alleged breach or default and date of termination. If the default is one capable of being cured, the defaulting party shall

have thirty (30) days from receipt of the notice of termination in which to cure the stated default provided, however, that an excessive number of breaches may constitute grounds for termination, whether cured or not.

It is acknowledged that the Premises is a public Premises and that, if TMPF's DGCSP use of the Premises unreasonably interferes with the public's right to use of the Premises, then this Agreement may be terminated.

With or without cause, County may terminate this Agreement and all rights granted hereby by giving ninety (90) days' written notice, unless there is an immediate danger to health and/or safety, in which case termination may be immediate.

14. ENTIRE AGREEMENT. There are no agreements, warranties, or representations, express or implied, except those expressly set forth herein. All agreements, representations, and warranties contained in this Agreement shall apply as of the date of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Venue for any dispute related to this Agreement shall be the Second Judicial District Court of the State of Nevada for the County of Washoe.

16. NOTICES. All notices to be given with respect to this Agreement must be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to the party or parties to be notified at the address or addresses set forth herein, or at such address as either party may, from time to time, designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained shall be construed to preclude personal service of any notice in the manner prescribed for personal service of summons or other legal process.



On the \_\_\_\_ day of \_\_\_\_\_, 2025, \_\_\_\_\_  
personally appeared before me, a Notary Public, and acknowledged to me that s/he executed the  
above instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public