

## **NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT**

**THIS NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT** ("Agreement") is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") by and between the **CITY OF MCKINNEY, TEXAS**, a Texas municipal corporation ("City"), and **STRATEGIC SOCCER SOLUTIONS LLC**, a Texas limited liability company, doing business as **SOLAR SOCCER CLUB** ("SOLAR"), and herein referred to collectively as the "Parties." In consideration of the mutual covenants and agreements set forth in this Non-Exclusive Revocable License Agreement, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

### **1. PROPERTY**

The City is the owner of the McKinney Soccer Complex at Craig Ranch situated in Collin County, Texas, consisting of 65 acres, more or less, located at 6375 Collin McKinney Parkway in McKinney, Texas, and more particularly described in **Exhibit A**, attached hereto and made a part hereof for all purposes (the "Property"). The City hereby grants a non-exclusive, revocable license to SOLAR to at all times (as provided herein-below) have use of four (4) fields to be identified by the City that may be rotated according to a schedule developed by the City in conjunction with SOLAR to be used for training (the "Assigned Fields"). The City shall never be obligated to provide SOLAR more than four (4) fields at any one time.

### **2. USE**

For the term hereof and subject to SOLAR's continuous satisfaction of the conditions of this Agreement, the City hereby agrees that SOLAR may utilize the Assigned Fields for training only, on Monday through Thursday from 5:00 p.m. until 9:00 p.m. save and except those days when the Property is closed to the public (the "Priority Use Period").

The Property is typically closed to the public during one time period in the summer and one time period in the winter. The "Summer Closure Period" begins on the weekend before July 4th and extends through mid-August. The "Winter Closure Period" begins on the Sunday before the week in which Thanksgiving is recognized and extends through mid-February. The "Summer Closure Period" and the "Winter Closure Period" may hereinafter be referred to collectively as the "Closure Period."

If SOLAR submits a written request for the installation of winter rye on one or more of the Assigned Fields at least thirty (30) days before the Winter Closure Period begins and meets all of the other requirements regarding winter rye set out in Paragraph 6, below, Solar may be granted the right to use the Assigned Fields on which winter rye is installed, at SOLAR's request and expense, for training only, on Monday through Thursday from 5:00 p.m. until 9:00 p.m. during the Winter Closure Period.

Solar is also hereby granted the right to request weekend access to the Assigned Fields for “Elite” games (up to 16 days per year) subject to SOLAR paying City a fee for each such “Elite” game in addition to the fees discussed herein below at the then established City fee rates and on dates agreed upon with McKinney Soccer Association (“MSA”) and approved by the City in advance of scheduling any one or more “Elite” games to avoid conflicts with MSA’s schedule. SOLAR agrees, that the City shall retain all rights to all other sports fields and other portions of the Property, including its grant of privileges to the MSA for recreation soccer games and tournaments. The parties agree to meet within thirty (30) days of the execution of this Agreement and prior to SOLAR’s use of the Assigned Fields, and again annually between July 1 and July 31, to prepare an agreed, annual use calendar for the Assigned Fields and the planned rotation schedule of the Assigned Fields. SOLAR shall have priority use of the Assigned Fields to accommodate its training; however, during those dates of the agreed calendar where SOLAR is not scheduled, the City may schedule other use thereof, including use by MSA. SOLAR may reserve and utilize other sports fields on the Property under the rules and reservation/fee policies of the City, as such are amended from time to time save and except as specifically provided otherwise herein-below. SOLAR shall obtain City’s written approval for any other use of the Fields that is not specifically anticipated by and addressed through this Agreement, which additional approvals may include the requirement to obtain a “special events” permit for any other use or activity on the Fields.

### **3. TERM**

Unless this Agreement is terminated sooner under Paragraphs 9 or 11 below or SOLAR’s use is suspended during any period of Default, the City agrees that SOLAR shall have use of the Assigned Fields for a period of one-year (the “Initial Term”) with options for up to two additional one-year terms (each an “Additional Term”) for the purposes and on the days and at the times stated in Paragraph 2 above.

### **4. CONSIDERATION**

A. Advance Deposit. In consideration for this Agreement, SOLAR agrees that within 30 days of the execution of this Agreement and prior to SOLAR’s use of the Assigned Fields, SOLAR shall pay to City the amount of One Hundred Thousand Dollars (\$100,000) for City’s use anywhere for field refurbishment within the Property at City’s sole discretion.

B. Annual Rental. SOLAR shall also pay to City the annual amount of Sixty Thousand Dollars (\$60,000) payable on a quarterly basis in advance at the rate of Fifteen Thousand Dollars (\$15,000) per quarter.

C. Extra Usage Time of Assigned Fields. If SOLAR desires to use any one or more of the Assigned Fields for extra time beyond the hours of 5:00 p.m. until 9:00 p.m. on Monday through Thursday, SOLAR shall request additional time on the Assigned Field(s) from City at least twenty-four (24) hours IN ADVANCE of the desired additional time and

SOLAR shall pay City for such Extra Usage Time as a part of the next quarterly payment at the rate of Thirty Dollars (\$30) per hour per Assigned Field requested for extra time usage.

D. *Additional Fields.* If SOLAR desires the use of additional fields in addition to or in lieu of any one or more of the Assigned Fields, SOLAR shall comply with the City's rules and reservation/fee policies, as such are amended from time to time, to reserve any additional field(s) and pay to City the then standard hourly rental fee for such additional field(s).

E. *Games and Tournaments.* SOLAR shall comply with the City's rules and reservation/fee policies, as such are amended from time to time, to schedule any games and/or tournaments and pay to City all of the then standard fees for such games and tournaments.

F. *Registration of Teams.* Any SOLAR teams practicing on the Assigned Fields as scheduled on September 1 and/or within the Property shall register through MSA.

## **5. EFFECT OF NONRENEWAL.**

A. If City does not renew this Agreement following the end of the Initial Term, City shall return Seventy-Five Thousand Dollars (\$75,000) of the Advance Deposit to SOLAR within thirty (30) days after City advises SOLAR of such nonrenewal.

B. If City does not renew this Agreement following the end of the first Additional Term, City shall return Fifty Thousand Dollars (\$50,000) of the Advance Deposit to SOLAR within thirty (30) days after City advises SOLAR of such nonrenewal.

C. If City does not renew this Agreement following the end of the second Additional Term, City shall have no obligation to reimburse any additional amount of the Advance Deposit to SOLAR.

D. If SOLAR chooses at any time to terminate or not renew this Agreement, City shall have no obligation to reimburse any amount of the Advance Deposit to SOLAR.

## **6. Maintenance of Assigned Fields, Duties and Utilities**

During the term of this Agreement, City shall, at its sole expense, provide year-round maintenance service of the Assigned Fields. City shall also pay for all utilities serving the Property. Notwithstanding the foregoing, SOLAR shall promptly report to City any condition on and about the Assigned Fields that may pose a threat of harm to the users of the Property or that requires maintenance of any kind or nature. If SOLAR requests additional improvements or increased maintenance services for the betterment of the field surfaces, such additional improvements and increased services may, at the sole discretion of the City, be provided by and through the City and billed to SOLAR at the City's cost; or, such additional improvements and increased services may be performed by SOLAR at no cost to City and the execution of an additional agreement by

and between the Parties specifically addressing SOLAR's performance and the protection of the City's interests.

City shall retain the sole right to prohibit the use of one or more and any and all fields within the Property specifically including the Assigned Fields due to adverse weather conditions or other unforeseeable events, occurring as a single episode or spread over a period of time, that may result in unfit playing surface(s), cause detrimental wear and tear to the field(s), or potentially pose a threat of harm to users of the field(s).

City shall retain the sole right to prohibit the use of one or more and any and all fields within the Property specifically including the Assigned Fields due to maintenance or renovation of the field(s) or other areas of the Property by the City or its Designee. It is the City's intent that such maintenance and renovations would be performed during the traditional offseason months of winter and summer identified hereinabove as the Closure Period. Should any maintenance or renovation extend past the Closure Period and impact the availability of the Assigned Fields, the City will (1) make a reasonable attempt to allow SOLAR to use no more than four (4) fields, in lieu of the Assigned Fields, at another City property or (2) reduce the quarterly Annual Rent payment by a prorated amount.

If SOLAR requests the installation of winter rye on one or more of the Assigned Fields at least thirty (30) days before the Winter Closure Period begins in order to facilitate SOLAR's use of such Assigned Fields during the Winter Closure Period, City will consider the impacts to the Assigned Fields and the costs to overseed one or more of the Assigned Fields with winter rye to enable such use. City will decide in City's sole discretion on which Assigned Field(s), if any, to install winter rye, if at all.

Following such determination by City and before beginning any winter rye installation, as requested by SOLAR, City will meet with SOLAR to discuss the process that will be used and the anticipated costs that will be incurred to install winter rye and subsequently remove the winter rye and restore the Bermuda grass to a playable condition including, but not necessarily limited to, materials (seed, fertilizer, water, and herbicides) and labor for the installation, maintenance and mowing of the winter rye as well as the subsequent removal of the winter rye and the reestablishment of Bermuda grass on any such Assigned Field(s) (collectively the "Winter Rye Costs"). SOLAR understands that the Winter Rye Costs discussed at this meeting are merely the City's best estimate of the Winter Rye Costs the City will incur (the "Projected Winter Rye Costs") to satisfy SOLAR's request to facilitate SOLAR's out-of-season use of one or more of the Assigned Fields.

SOLAR shall have up to forty-eight (48) hours following such meeting to confirm or withdraw or modify its request that the City install winter rye on one or more of the Assigned Fields. If SOLAR fails to timely confirm or modify its request that the City install winter rye on one or more of the Assigned Fields, then SOLAR's request for installation of winter rye shall be deemed withdrawn and the City will NOT install winter rye. If, however, SOLAR timely confirms

or modifies its request that the City install winter rye on one or more of the Assigned Fields the City will promptly begin the installation of winter rye on the selected Assigned Field(s).

If City learns that the Winter Rye Costs actually being incurred by City ("Actual Winter Rye Costs") exceed the Projected Winter Rye Costs, City will inform SOLAR as soon as is reasonably practicable regarding the increase of the Actual Winter Rye Costs over the Projected Winter Rye Costs. Regardless of any discrepancy between the Actual Winter Rye Costs and the Projected Winter Rye Costs, SOLAR shall be responsible for and shall pay to City an amount equal to the Actual Winter Rye Costs incurred by City. The City shall submit an invoice for the Actual Winter Rye Costs to SOLAR for reimbursement as part of SOLAR's next regularly scheduled quarterly rent payment. **SOLAR's obligation to reimburse City for City's Actual Winter Rye Costs shall survive the termination of this Agreement.**

**7. INCONSISTENT USE OF THE PROPERTY**

SOLAR shall not use the Property, or any portion thereof, for any purpose inconsistent with the use of the Property, as described in Paragraph 2. Any other use shall require the written consent of City and any applicable permit, including a "special events" permit.

**8. SIGNS**

SOLAR hereby agrees not to install or display any permanent signs upon the Property without the City's prior written approval. Temporary signs used for sponsorship recognition may be installed from time to time in accordance with applicable City ordinances and park rules as long as the design of the sign has been approved in advance by City. For purposes of this Agreement, temporary signs shall be defined as any sign or banner that is placed on the Property before the event begins and removed at the conclusion of the event. Signs that advertise businesses, sponsors, products, services, logos, or events not available upon the Property must be installed facing inward and must not be legible from the entrance or streets adjacent to the Property. SOLAR agrees it shall not install any signs that advertise or promote alcohol use, tobacco use or sexually- oriented businesses or any other matter inappropriate for a youth sports league. SOLAR further agrees to comply with such design criteria as may be established and amended from time to time by the City and to comply with established sign review procedures for proposed new signs. In order to ensure public safety, certain sign installations, especially signs that require a pole with concrete, may require the use of a licensed and bonded sign contractor.

**9. DEFAULT BY SOLAR**

Each of the following shall be deemed to be an event of default by SOLAR under this agreement:

- a) Failure of SOLAR to make any payment required hereunder when due.

- b) Inconsistent use of the Property, and particularly the Assigned Fields by SOLAR.
- c) Failure of SOLAR to request and pay for: (i) extended use of the Assigned Fields; (ii) use of fields in addition to the Assigned Fields; and/or, (iii) the scheduling of any games and/or tournaments through MSA and the City at least twenty-four (24) hours prior thereto.
- d) Failure of SOLAR to comply with any other term, condition or covenant of this Agreement, if such failure is not cured within ten (10) days after written notice to SOLAR unless SOLAR cannot cure due to the circumstances outside the control of SOLAR, and in such case an additional thirty (30) days shall apply.
- e) SOLAR, or any guarantor of SOLAR hereunder; (i) becomes or is declared insolvent according to any Law, (ii) makes a transfer in fraud of creditors according to any applicable Law, or (iii) assigns or conveys all or a substantial portion of its property for the benefit of creditors. No cure shall apply to a default under this subsection (e).

**10. EFFECT OF DEFAULT/TERMINATION**

Upon Default by SOLAR under Paragraph 9, and upon any failure to cure, the City may immediately terminate this Agreement by written notice to SOLAR. During any period of Default and prior to termination of this Agreement, SOLAR shall not use the Property for training or any other purpose. In addition to its right to terminate under this Paragraph 10, City may initiate an action for damages during the Term of this Agreement or thereafter based on any breach hereof by SOLAR, or its agents, contractors or subcontractors.

**11. EARLY TERMINATION RIGHTS**

City or SOLAR may terminate this Agreement at the end of the Initial Term or the then current Additional Term by providing the other party written notice of its intent not to renew the Agreement at least thirty (30) days prior to the conclusion of the Initial Term or the then current Additional Term.

**12. INDEMNITY AND HOLD HARMLESS**

**SOLAR hereby assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the City and its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the use of the Property that forms the basis of this License. The provisions**

**of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**13. INSURANCE**

SOLAR shall, at his own expense, procure, pay for and maintain insurance written by a company approved by the State of Texas and in amounts and with coverages acceptable to the City of McKinney as more fully set forth below:

Public liability insurance at all times during the Term hereof with reputable insurance companies authorized to transact business in the State of Texas for bodily injury (including death) and property damage with minimum limits of \$5,000,000 Combined Single Limit, protecting the City, and SOLAR against any liability, damage, claim or demand arising out of or connected with the condition or use of the Property. Such insurance shall include contractual liability, personal injury and advertising liability, business automobile (including owned, non-owned and hired), and independent contractor liability. Such insurance coverage must be written on an "occurrence" basis. It may be maintained by any combination of single policies and/or umbrella or blanket policies. City shall be named as additional insureds on all insurance policies required by this Section 13.

Workers' compensation insurance, as required by applicable law, and employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease-each employee. Such workers' compensation insurance shall provide City with a waiver of subrogation acceptable to City.

All Risk or Special Form coverage protecting SOLAR and City against loss of or damage to the Property, including, without limitation, the Improvements and the Personal Property (together with any other equipment, furniture or fixtures purchased by SOLAR, whether in replacement thereof, substitution therefor, or otherwise), to the full replacement value of the property so insured. Coverage must be written by reputable insurance companies authorized to transact business in the State of Texas. City shall be named as additional insured or loss payee, as appropriate, on all such coverage, and will have the right to settle all claims covered by such insurance.

All insurance policies required by this Section 13 shall provide for at least thirty (30) days written notice to City before cancellation. Certificates or copies of policies of insurance shall be delivered to City on or before the date SOLAR takes possession of the Property and at least 30 days prior to any renewal of such policies. If any blanket general insurance policy of SOLAR complies with the terms of this Section 13, the naming of City therein as an additional insured shall be deemed compliance with the requirements for the insurance coverage provided in any such blanket policy.

**14. ASSIGNMENT**

SOLAR may not assign this Agreement without the prior written consent of the City.

**15. CONFLICTS OF INTEREST**

SOLAR covenants and agrees that SOLAR and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, and other efforts made by SOLAR pursuant to this Agreement will be conducted by employees, associates or subcontractors of SOLAR.

In addition, SOLAR shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time SOLAR submits this signed Agreement to City, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. SOLAR must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of SOLAR must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the City.

The City must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Agreement binds all parties to the Agreement. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

**16. NO BOYCOTTING ISRAEL**

Pursuant to the requirements of Texas Government Code Chapter 2270, SOLAR hereby affirms and verifies by its signature on this Agreement below that SOLAR:

- (a) does not boycott Israel; and



(b) will not boycott Israel during the term of this Agreement.

**17. MISCELLANEOUS**

A. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties

B. This Agreement shall be binding on and inure to the benefit of the heirs, executors, personal representatives, successors and permitted assignees of the respective Parties. Further, this Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City of McKinney, Texas, has full authority to execute this Agreement and bind the City of McKinney, Texas, to the same. SOLAR warrants and represents that the individuals executing this Agreement on his behalf have full authority to execute this Agreement and bind himself to same

C. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

SOLAR: Stephanie Landreau  
107 Suncreek Drive, Suite 300  
Allen, Texas 75013

City: City Manager  
222 N. Tennessee  
P.O. Box 517  
McKinney, Texas 75070

D. This Agreement shall be governed by the laws of the State of Texas and shall be construed under, and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie exclusively in Collin County, Texas.

E. In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be unconstitutional, invalid, illegal, or unenforceable in any respect, such unconstitutionality, invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in this Agreement.

F. Neither the City nor SOLAR shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the City or SOLAR and which by the exercise of due diligence the City or SOLAR is unable, wholly or in part, to prevent or overcome.

G. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

H. Nothing contained in this Agreement is intended to waive, nor shall it be interpreted or deemed to waive, the City's immunity from suit and immunity from liability or the official immunity or qualified immunity of any of City's elected or appointed officers, officials, agents, volunteers and employees.

**STRATEGIC SOCCER SOLUTIONS LLC**, a Texas  
limited liability company, doing business as  
**SOLAR SOCCER CLUB**

\_\_\_\_\_  
Cambria Reinsborough  
Vice President

Date: \_\_\_\_\_

**CITY OF MCKINNEY, TEXAS**

\_\_\_\_\_  
Paul G. Grimes  
City Manager

**ATTEST:**

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Empress Drane  
City Secretary  
Melissa Lee  
Deputy City Secretary

**APPROVED AS TO FORM:**

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Mark S. Houser  
City Attorney

## EXHIBIT A

