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LAND USE AGREEMENT
FOR SKATEBOARD/IN-LINE SKATE FACILITY
IN
LINCOLN PARK

This Agreement is entered into this _____ day of _____, 1997, between the City of Port Angeles, Parks and Recreation Department, hereinafter referred to as "Parks", and Skate Club of the Olympic Peninsula, a non-profit corporation, hereinafter referred to as "SCOOP".

Parks and SCOOP hereby agree to the use of the tennis courts located in Lincoln Park as a skateboard/in-line skate facility for a period of one (1) year, with an option to extend the agreement for additional one (1) year periods.

Terms and conditions of said use to be as follows:

Parks agrees:

1. To allow the designated tennis court area in Lincoln Park to be used by SCOOP for a one (1)-year period, from _____, 1997, to _____, 1998, with an option for renewal for subsequent one (1)-year periods based upon approval of the Parks and Recreation Director, for use by members of the public for the purposes of out-door recreation without the charging of a fee of any kind therefor by Parks.

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2. To continue to provide restrooms and trash removal services to the extent already provided.
3. To allow art work, provided SCOOP identifies the art work and that art work is approved by Parks. SCOOP agrees to remove all art work that has not obtained prior Parks approval.
4. To establish a schedule agreed upon between Parks and SCOOP for the opening of the facility in the morning and the closing of the facility in the evening.
5. To evaluate SCOOP activity at Parks discretion and direct SCOOP to correct any conditions which may be unsatisfactory and in need of change or correction by SCOOP.
6. To require the area to be cleaned to the satisfaction of the Parks and Recreation Director or his designee.
7. To allow SCOOP freedom of design in the skate park facility upon the condition that said design complies with industry standards and is constructed by or under the supervision of skilled tradesmen.
8. To allow SCOOP to terminate this agreement upon sixty days' written notice, without penalty, prior to the expiration of this agreement, and upon removal of the area constructed for skateboard/in-line skating use, insofar as is possible.

9. That at least three (3) months prior to the expiration of each one-year term of this agreement, Parks will, in conjunction with SCOOP, review this agreement for the purpose of extending this agreement for an optional one (1)-year extension period.

SCOOP agrees:

1. That the design of the skateboard park will be to recognized industry standards and will provide documentation indicating such compliance prior to opening of the facility.
2. To provide Parks with a scale site map of any proposed changes or additions to the skating area.
3. That all construction will be completed or supervised by qualified individuals.
4. To notify the City of Port Angeles Human Resources Director or City Attorney within 24 hours of any accident or injury.
5. To present for Parks approval a maintenance checklist for the skate park. The skate park will be inspected by SCOOP, on a minimum, every three days in accordance with the check-list, and checklist provided to Parks on a monthly basis.

6. To perform necessary maintenance of skating area and apparatus.
7. To provide Parks, prior to entering into annual use agreement, any changes or updates to the current Articles of Incorporation and Bylaws.
8. To provide necessary cleanup and graffiti removal at least every three days.
9. To recommend that helmets, knee and elbow pads, and wrist guards be used.
10. To provide and post signs containing the following information:
 - a. that the park is maintained and operated by SCOOP;
 - b. the phone number for a SCOOP representative;
 - c. an itemization of the Park rules that shall state the following:
 - 1) This Park is not supervised;
 - 2) The use of protective equipment, including helmets, knee and elbow pads, and wrist guards, is recommended;
 - 3) Bicycles or BMX's are not permitted;
 - 4) Be respectful of other Park users; moderate your language; keep music volume down; use trash containers provided;
 - 5) Skate respectfully;
 - 6) All spectators must stay off ramps;
 - 7) Skate Park hours are from 8 a.m. to dusk.
11. Signs shall be constructed with a standard equal to or greater than standards set by the City. No free hand or

spray painted "home made" signs will be allowed.

Termination for Cause:

Should Parks determine that the terms and conditions of this Agreement are being breached, it may notify SCOOP that it shall cure the breach within seven (7) days or Parks may terminate said Agreement.

This Agreement may be terminated by either signatory party by giving written notice of intent to terminate sixty (60) days prior to termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

SKATE CLUB OF THE OLYMPIC
PENINSULA

CITY OF PORT ANGELES

By _____

Title _____

Scott Brodhun, Parks and
Recreation Director

ATTEST: _____

Approved as to form:
