

CITY COUNCIL MEETING

September 16, 1981

cc-43
cc-7
cc-14(b)

AGREEMENT FOR
SCHOOL DISTRICT TO
USE STADIUM
APPROVED

COUNCIL APPROVED AN AGREEMENT BETWEEN THE CITY OF
LODI AND THE LODI UNIFIED SCHOOL DISTRICT FOR THE
DISTRICT TO USE THE STADIUM AND AUTHORIZED THE MAYOR
AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF
OF THE CITY.

THIS AGREEMENT, made and entered into, this 3rd
day of September, 1980, by and between the CITY OF
LODI, a Municipal Corporation of the State of California,
hereinafter called First Party, and LODI UNIFIED SCHOOL
DISTRICT OF SAN JOAQUIN COUNTY, hereinafter called Second
Party;

W I T N E S S E T H:

WHEREAS, First Party is the owner of the Stadium
situated in Lawrence Park, Lodi, California; and,

WHEREAS, the parties hereto are desirous of allowing
Second Party to use said Stadium for school activities and
wish to reduce their agreement to writing;

NOW, THEREFORE, FOR VALUE RECEIVED, the parties
hereto do hereby agree as follows:

1) First Party does grant to Second Party the
preferential right to use said Stadium for the conduct of
football games or other events sponsored by Second Party for a
period of one year, commencing September 1, ¹⁹⁸¹1980.

(2) It is agreed that the primary use to which the
Stadium will be put by Second Party is for football games;
Second Party agrees to file with First Party its football
schedule as soon as the same is determined each year. In the
event Second Party desires to use said Stadium for additional
purposes and at other times, then Second Party agrees to
notify City Manager of First Party of this fact and the dates

of the proposed use. With respect to the use of said Stadium, Second Party understands that its right of use shall be subordinate to the prior claim and use of said Stadium by the Lodi Grape Festival and National Wine Show.

3) The consideration to be paid by Second Party to First Party shall be 5.5 cents per kilowatt hour for all electricity actually used by Second Party, plus a guaranteed base of \$275.00 or thirty-five cents (35¢) per each adult person and five cents (5¢) for each high school age student, whichever is greater, for each football event that is sponsored by the Second Party when admission is charged. It is agreed that no charge shall be made for the team members, officials, participants, and police officers.

4) First Party agrees to maintain the present lighting system and the necessary electricity therefor and to maintain the playing field in a substantially good order and condition.

5) It is understood that the Associated Students of both High Schools will operate the food concessions at said Stadium. It is hereby agreed that Second Party shall have an exclusive right to the operation of the concession stands and the sale of all foods and beverages, etc. during all performances sponsored by Second Party and that Second Party shall be entitled to retain all the proceeds received from the operations of said concessions. It is agreed that the provisions of this paragraph shall not apply in the event that the said concessions are

granted or given to a private concessionaire but shall apply only in the event that students of said Second Party operate said concession. In the event that the said concessions are to be operated by a private concessionaire, then and in that event, said concessions shall be entirely under the control and jurisdiction of First Party, who retains the right to grant private contracts to concessionaires for the operation of said facilities.

6) Second Party covenants and agrees to indemnify and save First Party free and harmless from any and all liability or claims of any kind or character for damages or injury to persons or property that may or might occur as a result of Second Party's operation of the premises covered by the within lease arising out of negligent acts of Second Party, their agents or employees. Second Party agrees to maintain public liability and property damage insurance covering the operation of said premises during the term hereof.

7) Second Party has inspected all of the facilities contained within said Stadium and accepts the condition of same "as is."

8) Second Party agrees to furnish to First Party on or before November 15 of each year a full and complete accounting statement of all monies owing to the City of Lodi hereunder and Second Party agrees to pay First Party, when billed, the cost and amount of the electricity furnished to Second Party.

IN WITNESS WHEREOF, the Parties have executed
this agreement the day and year first hereinabove written.

CITY OF LODI

By Walter J. Katrich
Mayor

ATTEST:

Alvin M. Bensch
City Clerk

LODI UNIFIED SCHOOL DISTRICT
OF SAN JOAQUIN COUNTY

By _____
President

ATTEST:

Clerk of the Board of Trustees
of said District