

**TENNIS COURT MANAGEMENT AGREEMENT BETWEEN
RPCIA
AND
FM TENNIS, LLC**

This Agreement is made by and between F M TENNIS, LLC (FMT, LLC) and RIVER PLANTATION COMMUNITY IMPROVEMENT ASSOCIATION (RPCIA), on this 1st day of JANUARY 2019 (the "Effective Date").

WHEREAS, FMT, LLC is a profit organization created to administer and promote the game of tennis in RIVER PLANTATION; and

WHEREAS, the RPCIA is the owner and operator of tennis courts located at 616 River Plantation Drive, and "THE PARK" hereafter referred to as "Facilities"; and

WHEREAS, the RPCIA does not have the funds to staff a tennis pro at the facilities; and

WHEREAS, FMT, LLC and the RPCIA agree that a tennis pro and tennis programming drive the utilization of tennis courts;

NOW THEREFORE, in accordance with the terms set forth herein, FMT, LLC and the RPCIA agree that FMT, LLC will operate the facility and pay RPCIA a monthly sum of \$1,000.00 on or by the 1st of every month. Payment is considered late after the 5th (at midnight) of the month and a 5% late fee will be applied.

A. Term

Unless otherwise terminated, the term of this Agreement is for a period of five (5) years, with an additional five (5) year automatic extension, commencing on the Effective Date and ending at midnight of the tenth (10th) anniversary thereof.

B. Obligations of RPCIA:

RPCIA shall:

1. Maintain the structural integrity of the courts.
2. Maintain the nets and replace as recommended or needed.
3. Agree to provide the tennis pro 100% of the revenue generated through tournaments, socials, tennis lessons of juniors, adults, groups, other tennis related services and league play.
4. Agree to not contract with another tennis pro.
5. Reserve the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to RPCIA interests. FMT, LLC hereby consents to the exercise of such authority by RPCIA over FMT, LLC's members, officials and agents.

C. Obligations of FMT, LLC:

FMT, LLC shall:

1. Locate and hire the tennis pro.
2. Supervise the tennis pro, following good conduct practices, including:
 - a. Performance Evaluations
 - b. Disciplinary Action Procedures
3. Advise the RPCIA and River Plantation Sports Park Chairman of any disciplinary action being taken against the pro.
4. Not make any permanent or temporary additions to the facilities without written permission from the RPCIA. This includes but is not limited to signs, structures, concrete, seating and courts.
5. For as long as this Contract shall be in effect, Contractor shall maintain a general liability policy with limits of not less than \$5,000,000.00 aggregate, which policy shall be of a type commonly obtained and used by companies similar to FMT, LLC. RPCIA shall be named as an additional insured on said policy or policies. A certificate of insurance shall be furnished to RPCIA upon request, and FMT, LLC shall provide for thirty (30) days' written notice to Association prior to cancellation or material change of the policy or policies.
6. Ensure the RPCIA that pro and all youth coaches and assistant coaches have had a criminal history background check completed before being assigned to coach a team to the extent permitted by law and inform RPCIA of any criminal history of a coach prior to such assignment.
7. Not discriminate against any person or persons because of race, color, religion, sex, disability, age or national origin.
8. Organize Tennis Leagues
9. Manage the facility and the attendant:
 - a. Maintain staff and program schedules
 - b. Recommend facility improvements to the River Plantation Sports Park Chairman
10. Furnish to RPCIA a projected tournament schedule for the season. The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities.
11. Schedule and meet with River Plantation Sports Park Chairman prior to the season to discuss schedule, court playability and department guidelines.
12. Maintain one set of keys for his/her use and the use of the attendants and shall not duplicate and distribute keys to the Facilities to patrons.
13. Shall be responsible for any personal items stolen or damaged, as the results of his or her negligence, during the course of the year.

14. Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance.
15. Make a court available to River Plantation Residents at all times, with the only exception being scheduled event times.
16. Discount pricing for River Plantation Residents for lessons and apparel.
17. Socials:
 - a. Provide "Drop In Clinic"(s) – weekly for 2 hours at \$20.00 a Clinic; however, FMT, LLC may use reasonable discretion in determining limited, reasonable exceptions to this obligation, such as for holidays or for non-routine personal matters, provided RPCIA has no objection to the same.
 - b. Two Social Events per year.
18. Follow and help enforce rules that have been established by the RPCIA concerning conduct at RPCIA courts. Examples of rules may include but are not limited to:
 - a. Vehicles may not be driven up and parked at courts during activities. Only authorized park vehicles may be driven on sidewalks.
 - b. No rollerblading, scooters, etc. are allowed inside the tennis court area.
 - c. No smoking in decked areas.
 - d. No pets

D. Termination by Either Party For Cause:

In addition to the default and termination provisions below, this agreement may be terminated by either party, for cause, upon ninety (90) days written notice. Without limiting the generality of the foregoing, "for cause" may include, but shall not be limited to, the sale of the Facilities by RPCIA; FMT, LLC or its essential personnel relocating or retiring; actions by either party which a person of ordinary sensibilities would find offensive or which controverts the purpose of this agreement; or an occurrence referred to a liability carrier of either party calculated to generate substantial liability to either party stemming from the performance of this contract. This contract may also be terminated or modified, if agreed to in writing by both parties.

E. Default of FMT, LLC:

1. If FMT, LLC defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from RPCIA, FMT, LLC fails to cure such defaults within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then RPCIA may, at its option (but shall not be required to do so), perform the same for the account of FMT, LLC and any amount paid by the RPCIA in the performance thereof shall be refunded to the RPCIA.

2. Additionally, if FMT, LLC defaults in performance of this Agreement, and after written notice from RPCIA, FMT fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence) if the default is of such nature as to require more than 30 days, then RPCIA may terminate this Agreement.
3. If the FACILITIES are abandoned by FMT, LLC, the RPCIA may terminate this Agreement. "Abandonment" shall mean no communication with the RPCIA and no organized play taking place on allocated court(s) for 90 days.
4. Written notice shall be given to the address provided herein below and notice shall be considered given when properly addressed and placed into custody of the US Postal Service, via certified mail, return receipt requested.

F. Default of RPCIA:

1. If RPCIA defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from FMT, LLC, RPCIA fails to cure such defaults within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then FMT, LLC may, at its option (but shall not be required to do so), perform the same for the account of RPCIA and any amount paid or expenses incurred by the FMT in the performance thereof shall be deducted from the amounts required to be paid by FMT, LLC to RPCIA.
2. Additionally, if RPCIA defaults in performance of this Agreement, and after written notice from FMT, LLC, RPCIA fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence) if the default is of such nature as to require more than 30 days, then RPCIA may terminate this Agreement.
3. Written notice shall be given to the address provided herein below and notice shall be considered given when properly addressed and placed into custody of the US Postal Service, via certified mail, return receipt requested.

G. Assignability and Exclusivity:

1. This Agreement is a privilege for the benefit of FMT, LLC and the tennis pro and may not be assigned in whole or in part by either party, FMT, LLC understands that use of the FACILITIES is nonexclusive, except to the extent that:
 - a. FMT, LLC may sub-contract with a tennis pro and other instructors.
 - b. No other professional tennis instructors may use the facilities to generate income without permission from FMT, LLC.

H. Indemnification:

1. RPCIA, hereby releases, defends and holds harmless FMT, LLC from any damages and liabilities to real or personal property or to persons, arising in whole or in part from this

Agreement, to the extent such damages and liabilities result from the negligence, gross negligence or intentional acts of RPCIA.

2. FMT, LLC, hereby releases, defends and holds harmless RPCIA from any damages and liabilities to real or personal property or to persons, arising in whole or in part from this Agreement, to the extent such damages and liabilities result from the negligence, gross negligence or intentional acts of FMT, LLC.
3. Contractor shall notify Association immediately, by telephone with prompt confirmation in writing, of injuries, fatalities or other incidents that occur in connection with this contract and shall provide Association with such reports of injuries and fatalities as Association shall deem necessary, including, but not limited to, copies of all reports and other documents filed or provided to Contractor's insurers and the State of Texas in connection with such injuries or fatalities.

I. Miscellaneous Provisions:

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue for any litigation concerning this Agreement shall be in Montgomery County, Conroe TX.
3. Nothing in this Agreement shall be construed to make the RPCIA or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.
6. Unless either Party provides written Notice to the other Party of a change of address, any notice required to be provided by this Agreement, shall be provided to the Parties' respective address below:

RPCIA: 451 River Plantation Dr., Conroe, TX 77302

FMT: 551 Hermitage Court Conroe TX 77302

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.


F M TENNIS, LLC
551 Hermitage Court
Conroe, Texas 77302

By: 

Name: Christopher Faulman

Title: Owner FM Tennis

RIVER PLANTATION COMMUNITY IMPROVEMENT ASSOCIATION
551 River Plantation Dr.
Conroe, Texas 77302

By: 

Name: Jamie Goodman

Title: President