

LICENSE AGREEMENT FOR LAND USE

This License Agreement for Land Use (“Agreement”) dated this 14th day of October, 2025 is made and entered into by and between the City of Pflugerville (“Landlord”), and Pflugerville Area Youth Soccer League (“Tenant”), hereinafter collectively referred to as the “Parties,” or individually as “Party” for the purposes and consideration described herein.

BACKGROUND:

WHEREAS, the City of Pflugerville, Texas has been approached by Pflugerville Area Youth Soccer League in regard to setting up a Fall Cup Tournament for the community at 1849 Park (16430 Cameron Rd, Pflugerville, TX 78660), Wells Point Park (800 S Heatherwilde Blvd, Pflugerville, TX 78660) and Pfennig Park (1201 W. Pfennig Lane, Pflugerville, TX 78660).

WHEREAS, the City of Pflugerville desires to facilitate this community event as it provides youth soccer participants of Pflugerville a tournament environment and will promote general welfare and happiness of our City.

WHEREAS, an Agreement is necessary for allowing the use of City properties by a private group to host a community event

NOW, THEREFORE, the TENANT and the LANDLORD agree as follows:

IN CONSIDERATION OF the Parties agreeing to the obligations expressed in this License Agreement, for the use of the City’s real properties located at 16430 Cameron Rd, Pflugerville, Texas 78660, 800 S Heatherwilde Blvd, Pflugerville, TX 78660 and 1201 W. Pfennig Lane, Pflugerville, TX 78660 (“The Properties”) for the purposes of hosting a youth soccer tournament.

I. SCOPE OF USAGE

Landlord agrees to allow Tenant to have right of usage and possession of The Properties with limited allowable purpose and for a limited and stated term. The Tenant hereby acknowledges and agrees that its allowable uses are limited to those expressly stated in this License Agreement. Tenant acknowledges and agrees that it is responsible for complying with any permitting, insurance, and safety regulations as well as complying with any applicable Federal, State and local laws, rules and regulations in regard to their desired use of The Properties. Allowable uses are limited to:

- (a) The purposes of holding a youth soccer tournament.

Tenant hereby acknowledges and agrees that any usage for any other purpose is prohibited and will require prior approval from Landlord prior to any use not expressly stated herein.

II. REQUIREMENTS

Tenant agrees to the following requirement regarding their use of The Properties.

- (a) To follow and comply with all Federal, State and local laws, rules and regulation in the set up, operation, removal of their Haunted House.
- (b) To seek and acquire all proper permits required by the Landlord.
- (c) To provide proof of any insurance as may be required by Landlord.
- (d) To provide any and all proper safety mechanisms required by law or Landlord.
- (e) To remove all materials and garbage and any other refuse as may be required or accumulated during Tenant's use and return The Properties in the same condition in which it was received.
- (f) Landlord at any time may have its personnel enter The Properties for purposes of appropriate inspections, public health and safety or any other purpose required to maintain the health safety and welfare of the citizens of Pflugerville.

III. TERM

Landlord and Tenant hereby acknowledge and agree that Tenant's rights of usage will begin on **November 14, 2025** and end and expire on **November 16, 2025**. This term may only be modified by both Parties doing so in writing and being signed by both parties.

IV. ASSOCIATION

This License Agreement is to be in no way interpreted to form any new partnerships or association between Parties other than those specifically stated in the License Agreement and does not allow either of the Parties to contract on behalf of or bind the other Party to any obligation other than those specified in the License Agreement.

V. CHOICE OF LAW

Subject to the terms of the License Agreement, it is the intention of the Parties that this License Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

VI. VENUE

Venue for any action or proceeding in regard to this License Agreement will be in a court of competent jurisdiction in Travis County, Texas.

VII. NOTICE

Notice of any action or proceeding in regard to this License Agreement must be provided to the Parties at the addresses and to the persons as stated below.

IF TO THE CITY:

Agent Jonathan Hanson
Address 400 Immanuel Rd, Pflugerville, TX 78660
Phone 512-990-6363

IF TO PFLUGERVILLE AREA YOUTH SOCCER LEAGUE:

Agent John Livingston
Address 1010 Rutgers Dr, Pflugerville, TX 78660
Phone 512-657-8015

VIII. INDEMNIFICATION

TENANT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS LANDLORD, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, TENANT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS LICENSE AGREEMENT AND/OR TENANT'S MISUSE OF CITY INFORMATION AND/OR RESOURCES.

City of Pflugerville, Texas

By: _____

Title: _____

Date:

Pflugerville Area Youth Soccer League

By: _____

Title: _____

Date: _____