

**Memorandum of Agreement – Amendment No. 2
Between Hartland Township, Hartland Area Youth Athletic Association (HAYAA)
and Hartland Community Soccer Association (HCSA)**

WHEREAS, Hartland Township (the “Township”) constructed a public park (the “Park”) on Highland Road (M-59), west of Fenton Road, and provided athletic fields for the Hartland Area Youth Athletic Association (“HAYAA”) and Hartland Community Soccer Association (“HCSA”);

WHEREAS, the Township, HAYAA and HCSA (the “Parties”) entered into a Memorandum of Agreement (“Agreement”) in 2012 regarding the apportionment of cost, use, maintenance and preservation of the Irrigation, fields, parking lot and driveways in the Park; and

WHEREAS, the Parties desire to amend the Agreement to further clarify the rental process, use and maintenance of the Park; and

WHEREAS, the Township has determined that this Amendment is in the public interest and serves and advances a public purpose,

NOW, THEREFORE, the Parties agree to amend the following language of the agreement for the sections noted:

REPLACE Section VI to read: “The Township shall retain the right to allow and approve rental(s) of the Park by others during those times when HAYAA or HCSA have not scheduled games, practices or maintenance, provided the Park is returned in good, clean, playable condition. The Township shall be the point of contact for all such requests and will share the request with HAYAA and HCSA in order to identify potential conflicts and resolutions thereof. In consideration of the payment for services above, HAYAA and HCSA agrees to provide dumpster and portable toilet access (if already on site), to the same standard described, for up to ten (10) additional days for rental of the Park by others. For any other services HAYAA and/or HCSA may provide to other renters of the Park (e.g. lining/marketing fields), they shall be permitted to charge a reasonable fee to recover any costs HAYAA and/or HCSA may incur. HAYAA and HCSA shall submit a schedule of permissible fees and charges to the Township by March 31 of each year. The Township reserves the right to increase or decrease the rental rate based on the proposed rental activity. The Township reserves the right to approve or decline any rental. Field rental rates will be based upon rates outlined in the Field Rental Rate Schedule set forth by the Township Board from time to time, or as specified by the Public Works Department.”

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates shown with their respective signatures.

Hartland Area Youth Athletic Association

By: _____

Its: _____

Date: _____

Hartland Community Soccer Association

By: _____

Its: _____

Date: _____

Hartland Township

By: _____

William J. Fountain, Township Supervisor

Date: _____