



**ATHELTIC FACILITIES AGREEMENT  
(SKYHAWKS SPORTS ACADEMY)**

This Athletic Facilities Agreement (“**Agreement**”) is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the “**City**”), and the Facility User identified in the Basic Provisions below (“**Facility User**”).

This Agreement concerns the Facility User’s use of certain facilities for athletic and recreational uses, which are defined in this Agreement as the “**Athletic Facilities.**” This Agreement includes the Basic Provisions below, the attached Exhibit A (General Provisions) and the attached Exhibit B (Athletic Facility Use Provisions).

<b>BASIC PROVISIONS</b>	
<b>Facility User</b>	Skyhawks Sports Academy LLC
	18440 NE 92nd Ave Bothell WA, 98011
	Facility User contact name: Morgan McClain
	Facility User contact email address: Morgan.mcclain@stacksports.com
<b>City Project Manager</b>	Jeremy Oshie
	City of Everett – Parks and Facilities Department 802 E Mukilteo Blvd Everett, WA 98203
	joshie@everettwa.gov
<b>Term of Agreement</b>	From date of last signature on this Agreement until December 31, 2026.

**BASIC PROVISIONS**

<b>Facility User Insurance Contact Information</b>	Mary Beth Bultman
	803 451 3035
	marybeth_bultman@ajg.com

<b>Everett School District</b>	<b>Is any Athletic Facility under this Agreement owned/operated by the Everett School District?</b>
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<input checked="" type="checkbox"/> No	No Everett School District provisions are added to the Agreement.
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<input type="checkbox"/> Yes	The following Everett School District provisions are added to the Agreement:
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**END OF BASIC PROVISIONS**

IN WITNESS WHEREOF, the City and Facility User have executed this Agreement, which includes the above Basic Provisions, the attached Exhibit A (General Provisions), and the attached Exhibit B (Athletic Facility Use Provisions).

**CITY OF EVERETT  
WASHINGTON**

**SKYHAWKS SPORTS ACADEMY LLC**



\_\_\_\_\_  
Cassie Franklin, Mayor

Signature: \_\_\_\_\_

Name of Signer: Morgan McClain

Title of Signer: Northwest Puget Sound Area Manager

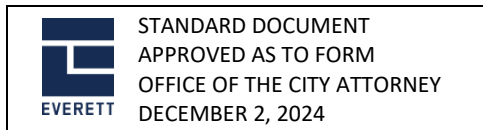
**03/26/2026**

\_\_\_\_\_  
Date

ATTEST



\_\_\_\_\_  
Office of the City Clerk



**EXHIBIT A**  
**GENERAL PROVISIONS**

1. **Athletic Facilities.** Facility User may use certain Athletic Facilities as set forth in Exhibit B of this Agreement. Except as may be specifically otherwise provided in this Agreement, Facility User accepts the Athletic Facilities and their improvements in their “as is” condition.
2. **Term.** This Agreement shall commence as of the date of last signature on this Agreement. This Agreement will expire on the end date set forth in the Basic Provisions.
3. **Agreement Termination.** The City may terminate this Agreement, without any liability whatsoever to the Facility User, at any time, and for any reason, upon not less than twenty (20) days written notice to Facility User. This will not limit remedies the City may have for the violation or non-performance of any of the provisions of this Agreement.
4. **Subletting/Assignment of Agreement.** Facility User shall not sublet or assign this Agreement without the prior written consent of the City.
5. **Indemnification.** Facility User will save the City and its officers, employees and agents (each such person, an “*Indemnitee*”) harmless and indemnify them from and against any and all losses, claims, expenses (including without limitation attorneys’ fees), suits, or damage by reason of any act or omission of Facility User or its officers, members, employees, subcontractors, third persons or agents which arises, directly or indirectly, as a result of or in connection with this Agreement, and will, after reasonable notice thereof, defend and pay the expense of defending any claim or suit which may be commenced against an Indemnitee alleging injuries to person and/or damage to property by reason of such act or omission and will pay any judgment which may be obtained against an Indemnitee in such claim or suit. Nothing herein shall require Facility User to indemnify and hold harmless an Indemnitee from claims, demands, damages, expenses or suits caused solely by the negligence or willful misconduct of such Indemnitee. Facility User’s duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Facility User. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Facility User specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Facility User recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The provisions of this Section shall survive the termination or expiration of this Agreement.
6. **Insurance.**
  - A. Facility User shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Facility User’s own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least “A-” or better and with a numerical rating of no less than five (5), by A.M. Best Company and which are acceptable to the City.
    1. **Commercial General Liability (CGL) Insurance** on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  - B. The City and its officers, employees and agents shall be “Additional Insureds” under the CGL policies.
  - C. The above CGL policy shall be primary as to all Additional Insureds and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed

- in derogation of the continuous duty of Facility User to furnish the required insurance during the term of this Agreement.
- D. Upon written request by the City, the insurer or its agent will furnish, prior to any use of any Athletic Facility, a copy of any policy cited above, certified to be a true and complete copy of the original.
  - E. Prior to Facility User use of any facilities under this Agreement, Facility User shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance, including additional insured endorsements. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Facility User's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Facility User's obligations to fulfill the requirements of this Section.
  - F. Facility User certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Facility User shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. If requested by the City, Facility User shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance).
7. **Risk of Loss.** Facility User shall be solely responsible for the safety of its employees, agents and subcontractors in the use of the Athletic Facilities hereunder and shall take all protections reasonably necessary for that purpose. All use shall be done at Facility User's own risk, and Facility User shall be solely responsible for any loss of or damage to Facility User's materials, equipment, or other items.
8. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Facility User must provide services under this Agreement as an independent contractor. Facility User must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Facility User agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
  - B. Any and all employees of Facility User, while engaged in the performance of any Work, shall be considered employees of only Facility User and not employees of the City. Facility User shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Facility User, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Facility User's employees, while so engaged on any of the Work.
  - C. Facility User shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
  - D. Facility User assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Facility User and as to all duties, activities and requirements by Facility User in performance of the Work and Facility User shall assume exclusive liability therefor, and meet all requirements

thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

9. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Facility User shall make available to the City for the City's examination all of Facility User's records and documents with respect to all matters covered by this Agreement.
10. **City of Everett Business License.** Facility User agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
11. **State of Washington Requirements.** Facility User agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
12. **Compliance with Federal, State and Local Laws.** Facility User shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance hereunder.
13. **Use of Labor.** If Facility User is allowed under this Agreement to undertake construction, alteration, repair, or improvement of Athletic Facilities, Facility User may use volunteers for such work. Volunteers are individuals to whom no wage or salary compensation is paid, but Facility User may provide volunteers with clothing or tools; meals or refreshments; and accident/injury insurance coverage. If minors (under age 18) are participating in such work, Facility User assumes all responsibility for obtaining formal parental/guardian consent for the minor's attendance and participation. Facility User further acknowledges that Facility User is responsible for providing adequate adult supervision for all minor volunteers during volunteer service. If Facility User uses paid labor for work of construction, alteration, repair, or improvement of Athletic Facilities under this Agreement (regardless of whether such payments are from Facility User or Facility User subcontractor of any tier), then all such paid laborers must be paid an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries, in accordance with Chapter 39.12 RCW (Prevailing Wages).
14. **Compliance with the Washington State Public Records Act.** Facility User acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "**Act**"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Facility User. Facility User shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Facility User shall deliver to the City copies of all records relating to this Agreement or relating to the Athletic Facilities that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Athletic Facilities, the City shall seek to provide notice to Facility User at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Facility User for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Facility User shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Facility User to comply with this Section.
15. **Equal Employment Opportunity.** Facility User shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Facility User shall comply with and shall not violate any

applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

16. **Waiver.** Any waiver by Facility User or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
17. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
18. **Modification of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Facility User.
19. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
20. **Notices.**
  - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
  - B. Notices to Facility User shall be sent to its contact's email address in the Basic Provisions.  
Notice to Facility User is deemed received upon sending.
21. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
22. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
23. **City Marks.** Facility User will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's prior written consent.
24. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any
25. **Signature/Counterparts.** This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

#### END OF GENERAL PROVISIONS

**EXHIBIT B  
ATHLETIC FACILITY USE PROVISIONS**

1. **ATHLETIC FACILITIES.**

- A. **Athletic Facilities Definition and Schedule.** The Athletic Facilities and certain matters regarding of Athletic Facilities are described in the box below. Regarding of anything in this Agreement to the contrary, the City does not guarantee any use of any Athletic Facility, and the City has no liability whatsoever for any failure of the City to provide use of Athletic Facilities.

The City will provide facilities shown in the table below (the “***Athletic Facilities***”) on the dates and times in the table below. This table may be revised from time to time upon Facility User request upon written approval of the Director of Parks and Facilities or designee. If an Athletic Facility is an Everett School District Athletic Facility, then revisions may also be subject to the approval of the Everett School District (“***School District***”).

<b>Athletic Facility</b>	<b>Athletic Facility Owner/Operator</b>	<b>Day</b>	<b>Time</b>
Ballfield (multi-sport field or equivalent)	City	Mon-Fri	8:00am-4:00pm

If the City is unable to provide an Athletic Facility for a scheduled time in the table above, or if the City determines that an Athletic Facility is not available or must be closed or its use limited, the City will attempt to notify Facility User at least 48 hours prior to the scheduled use, except in cases of emergency. Facility User will be responsible for finding a suitable alternate location for the scheduled use. The City will cooperate with Facility User in securing the use of an alternate facility so long as there is no additional expense to the City.

- B. **Allowed Use of Athletic Facilities.** The Athletic Facilities may only be used by Facility User for the allowed use(s) in the box below:

Sports camps

Facility user shall not use or permit the use of Athletic Facility for any other use without the prior written consent of the Parks and Facilities Director or designee, which may be withheld at his or her sole discretion. Facility User shall not allow any other agency, association, group, or league to schedule or use an Athletic Facility without the written approval by the Parks and Facilities Director or designee.

- C. **Maintenance / No Modifications to Athletic Facilities.** Except as may be otherwise specifically allowed in this Agreement, no modifications are allowed to any Athletic Facility without the prior written approval of the Parks and Facilities Director or designee. Facility User shall be solely responsible for returning each Athletic Facility to a substantially similar or better condition after each use of an Athletic Facility. Any damage to an Athletic Facility related to Facility User’s use of the Athletic Facility will be promptly repaired by Facility User to the same or better condition as existed prior to the damage.

- D. **Use of Other City Facilities.** The City may provide facilities (other than the Athletic Facilities) on a space available basis for Facility User meetings, scheduling, and other related business upon request from the Facility User. Use of these facilities shall be subject to the City’s Facility Use Policies. There will be no charge for the use of these facilities.
- E. **Supplemental Provisions.** The following supplemental provisions also apply to the Athletic Facilities. If the box below is blank or marked “none,” then there are no supplemental provisions.

<b>Supplemental Provisions</b>
None

2. **SCHEDULING / CUSTOMER SERVICE / STAFFING USE MANAGEMENT.**

- A. **Scheduling.** Provisions regarding scheduling are as follows:

Facility User will be solely responsible for and will perform all scheduling of its uses of Athletic Facilities. Facility User will provide the City a complete schedule of use for the term of this Agreement one week prior to the first scheduled use. All schedule changes must be provided to the City in writing within 48 hours of the proposed change.

- B. **Customer Referrals.** The City may refer customers to Facility User. Facility User will treat all City-referred customers in a professional and courteous manner, such as by returning phone calls or responding to inquiries within one business day of receiving a phone call or inquiry.
- C. **Facility User Provides Staff and Equipment.** Facility User will provide staff for each scheduled use of an Athletic Facility at the sole cost to Facility User. Except as specifically otherwise provided in this Agreement, Facility User will provide all equipment for all its uses of the Athletic Facilities under this Agreement, including without limitation game balls and/or other equipment for all games.
- D. **Risk Management.** Facility User will report to the City any injury occurring during its use of an Athletic Facility no later than one working day after the injury. Facility User will immediately notify the City of any safety hazards that are apparent at any Athletic Facilities that Facility User cannot immediately remedy.
- E. **Facility User Contact Person.** Facility User designates the Facility User’s contact person stated in the Basic Provisions as the one point of contact between Facility User and the City. Facility User may change this person upon written notice to the City. This contact person will disseminate information provided by the City and will educate Facility User, its employees, agents, contractors, teams, coaches, and spectators regarding the information. Facility User will discuss with the City at all issues it believes may be affected by this Agreement the time as the issue arises.
- F. **City Staffing.** Subject to City staff availability, the City will provide staffing as follows:

The City will provide one staff person as needed to facilitate Athletic Facility use.

City staff will not be responsible for handling any Facility User duties such as scheduling conflicts, ejections, officials, scorekeeping, participant, or any other Facility User issues.

- G. **Cash Handling.** Facility User will provide a copy of Facility User’s Refund Policy and Cash Handling Procedures to the City no later than one week prior to the first scheduled use of an Athletic Facility.
- H. **Rosters.** Unless otherwise decided by the City Parks and Facilities Director of designee, Facility User will provide the City copies of all rosters scheduled to use an Athletic Facility prior to the first scheduled use.

- 3. **FEES AND PAYMENTS.** Facility User will pay the City as set forth below. The City may on an annual basis modify the table below effective upon written notice to Facility User:

The Skyhawks will pay the City 25% (twenty-five percent) of all registration fees for use of facilities as designated within the Agreement and as listed in Exhibit A (Schedule of Athletic Facility Use).

The fees collected will be based on the number of individual participants registered in the Skyhawks.

The Skyhawks will pay the City 100% of fees by the end of September.

The Skyhawks will provide a registration summary to the City at the time of payment.

If a week of camp is cancelled, for any reason, Skyhawks will pay the City \$200

Failure to pay the City may result in suspension of camps and/or termination of the agreement.

**4. CONDUCT / RULES AND REGULATIONS**

- A. **Rules.** Facility User will comply with all rules and regulations listed in the table below. If Facility User (or any of its employees, agents, contractors, teams, coaches, invitees, guests or spectators) violate the rules, regulations, or limitations placed on Athletic Facility use, Facility User (and/or its employees, agents, contractors, teams, coaches, invitees, guests or spectators) may be prohibited from using an Athletic Facility for any amount of time the City deems appropriate.

<b>Rules and Regulations</b>	
1.	No chewing gum or seed shells on artificial turf surfaces.
2.	No metal cleats to be worn on artificial turf surfaces.
3.	All facilities will be left in the same or better condition than found.
4.	Restroom and facility doors must be closed daily at the conclusion of camp.
5.	Report any damage to Everett Parks and Facilities contract manager.
6.	All trash must be placed in the garbage cans provided on site.

- B. **Facility User Responsibility.** Facility User is responsible for the conduct of employees, agents, contractors, teams, players, coaches, spectators, invitees and guests. Facility User shall provide copies of the rules and regulations to all coaches and shall enforce all rules and regulations with respect to all Facility User’s employees, agents, contractors,

teams, players, coaches, spectators, invitees and guests. Facility User shall suspend employees, agents, contractors, teams, players, coaches, spectators, invitees, or guests who violate rules and regulations. Facility User shall provide adequate adult supervision during all its use of an Athletic Facility.

C. **Code of Conduct/Disciplinary Procedures.** Facility User will provide a copy of Facility User’s code of conduct to the City one week prior to the first scheduled use of an Athletic Facility and will enforce the code of conduct during all use of Athletic Facilities. Facility User will provide a copy of Facility User’s disciplinary procedures to the City one week prior to the first scheduled use of an Athletic Facility and will enforce the disciplinary procedures during all use of Athletic Facilities.

D. **Gender Equity.** Facility User will comply with the City of Everett’s Community Athletics Programs Non- Discrimination (aka Gender Equity) Policy, which is available at: <https://www.everettwa.gov/DocumentCenter/View/1261/Athletics-Non-Discrimination-Policy-PDF#:~:text=Equal%2C%20as%20related%20to%20participation%20in%20community%20athletics%2Fsports,use%20by%20day%2C%20time%20of%20day%2C%20and%20quality.>

5. **MARKETING AND PROMOTION.** So long as Facility User is in compliance with this Agreement, the City will assist in the marketing and promotion of the Facility User’s use of the Athletic Facilities as follows:

<b>Marketing and Promotion</b>
<p>The City will provide the following:</p> <ul style="list-style-type: none"> <li>• Promotion space in pre-approved Parks and Facilities Department and City offices and designated approved locations in Parks and Facilities Department parks and community buildings</li> <li>• Distribution of information/material at Parks sponsored events upon request by Facility User</li> <li>• Promotion on the Parks and Facilities Department website.</li> </ul> <p>Facility User will provide the following:</p> <ul style="list-style-type: none"> <li>• The full cost of all signage, flyers, or other promotional material.</li> <li>• Complete summary of text for pre-approval by the City.</li> </ul> <p>The City reserves the right to approve all marketing and promotion associated with uses of the Athletic Facilities.</p>

6. **ADDITIONAL PROVISIONS.** Facility User and City also agree as follows:

None
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# Skyhawks Sports Camps\_SD\_3.19.26













Final Audit Report

2026-03-26

Created:	2026-03-23
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAaWf5mBaHoSrb5MxJJIdQILfQhwval367

## "Skyhawks Sports Camps\_SD\_3.19.26" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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-  Document emailed to joshie@everettwa.gov for approval  
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2026-03-23 - 10:28:33 PM GMT
-  Document shared with Andie Allred (AAllred@everettwa.gov) by Marista Jorve (mjorve@everettwa.gov)  
2026-03-24 - 10:01:14 PM GMT
-  Signer joshie@everettwa.gov entered name at signing as JEREMY J  OSHIE  
2026-03-25 - 2:41:47 PM GMT
-  Document approved by JEREMY J  OSHIE (joshie@everettwa.gov)  
Approval Date: 2026-03-25 - 2:41:49 PM GMT - Time Source: server
-  Document emailed to Cory Rettenmier (crettenmier@everettwa.gov) for approval  
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-  Document emailed to Morgan McClain (morgan.mcclain@stacksports.com) for signature  
2026-03-25 - 3:05:30 PM GMT
-  Email viewed by Morgan McClain (morgan.mcclain@stacksports.com)  
2026-03-25 - 3:13:07 PM GMT

-  Signer Morgan McClain (morgan.mcclain@stacksports.com) entered name at signing as Matt Perham  
2026-03-25 - 10:48:02 PM GMT
-  Document e-signed by Matt Perham (morgan.mcclain@stacksports.com)  
Signature Date: 2026-03-25 - 10:48:04 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
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Signature Date: 2026-03-26 - 3:56:26 PM GMT - Time Source: server
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2026-03-26 - 3:56:26 PM GMT