

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF FAYETTEVILLE
AND
FAYETTEVILLE SOCCER CLUB, INC**

**CONCERNING THE USE AND OPERATION OF THE
FAYETTEVILLE SOCCER CLUB SOCCER PROGRAM
AT THE JORDAN SOCCER COMPLEX**

THIS FIRST MODIFICATION AND EXTENSION OF MEMORANDUM OF AGREEMENT (hereinafter the "FIRST MODIFICATION") entered into this _____ day of _____, 2025, by and between the CITY OF FAYETTEVILLE (hereinafter the "CITY") on behalf of the FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION DEPARTMENT (hereinafter the "DEPARTMENT") and the FAYETTEVILLE SOCCER CLUB, INC (hereinafter the "ORGANIZATION").

WITNESSETH:

WHEREAS, on or about January 26, 2021, the CITY and the ORGANIZATION entered into a written MEMORANDUM OF AGREEMENT (collectively, the "AGREEMENT"), a true, accurate, and correct copy of which is attached hereto as Exhibit I and incorporated herein by reference as if fully set forth, regarding the conducting of a youth soccer program at the JORDAN SOCCER COMPLEX (hereinafter the "COMPLEX") in coordination with the CITY and under the auspices of the DEPARTMENT; and

WHEREAS, the CITY and Methodist University, Inc., have entered into a FIRST LEASE MODIFICATION AND EXTENSION AGREEMENT (the "First Extension" dated December 1, 2025, in which the CITY has agreed to extend the lease of the COMPLEX for five (5) additional years commencing December 1, 2025 and ending November 30, 2030; and

WHEREAS, pursuant to paragraph 1 of the AGREEMENT, the original term of the AGREEMENT was set to expire on November 30, 2025 or so long as the term of the lease agreement between the CITY and Methodist University for the use of the COMPLEX; and

WHEREAS, the parties desire to extend the term of the AGREEMENT such that it will expire on the 30th day of November, 2030, instead of the 30th day of November 2025, or so long as the term of the lease agreement between the City and Methodist University for the use of the COMPLEX and to make certain modifications to the payments due to said AGREEMENT.

NOW, THEREFORE, in consideration of these premises, the CITY and the ORGANIZATION agree as follows:

1. TERM. The CITY grants the ORGANIZATION the use of the COMPLEX for conducting its youth soccer program beginning December 1, 2025 through November 30, 2030 or so long as the term of the lease agreement between the CITY and Methodist University for the use of the COMPLEX.

2. PAYMENTS DUE. The ORGANIZATION shall remit an annual rental fee in the amount of \$42,000.00 for maintenance and use of the COMPLEX. Payments shall be required on a quarterly basis. Quarterly payments, in the amount of \$10,500.00 are due each year by March 31st, June 30th, September 30th, and December 31st. The ORGANIZATION shall remit tournament-related fees within thirty (30) days of the date of each tournament. Below are the following payout scenarios for event /tournament use at the COMPLEX:

- a. If an event/tournament is administered and facilitated by the ORGANIZATION, the ORGANIZATION agrees to pay the CITY 20% of net revenue that the event/tournament earns.
- b. If an event/tournament is administered and facilitated by the CITY, no monies will exchange from the ORGANIZATION to the CITY or vice-versa unless otherwise stated in a separate agreement between the CITY and the ORGANIZATION.
- c. If an event/tournament is administered and facilitated by a third-party organization through a rental agreement:
 - i. and the third party are connected to the ORGANIZATION directly, then the ORGANIZATION will pay the CITY 25% of the allocated rental income for said event/tournament.
 - ii. and the third party is connected to the CITY directly through the DEPARTMENT and/or a CITY affiliate (i.e. Convention and Visitors Bureau or Sport Commission); then no money will be exchanged between the ORGANIZATION and the CITY, unless otherwise agreed upon in a separate agreement.

3. PRIOR AGREEMENT TERMS. For the avoidance of doubt, except as specifically provided herein, the parties covenant and agree that provisions of the AGREEMENT are in full force and effect and that, if there is any conflict between the Lease and this First Modification, this First Modification shall control. All provisions of the AGREEMENT and the First Modification which, by their nature, need to survive the termination or expiration of the Lease, as amended or modified by the First Modification, to give them full force and effect shall so survive the termination or expiration of the AGREEMENT, as amended, by this First Modification.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on their behalf.

CITY OF FAYETTEVILLE;
FAYETTEVILLE-CUMBERLAND
PARKS AND RECREATION
DEPARTMENT

By: _____
Dr. Douglas J. Hewett, ICMA-CM
City Manager

ATTEST:

Jennifer L. Ayre, City Clerk

FAYETTEVILLE SOCCER CLUB, INC

By: _____
President