

**Facilities Use Permit
Granted by
National Aeronautics and Space Administration
Goddard Space Flight Center and
The Goddard Employees Welfare Association
to
Goddard Slow Pitch Softball Association (GSPSA)**

I. Background

In furthering the social, athletic, education, cultural and welfare interests of employees, the Goddard Employees Welfare Association (GEWA) recognizes clubs that meet the requirements outlined in the GEWA Constitution.

Per NASA Policy Directive 9050.6, NASA Exchange and Morale Support Activities, (NPD 9050) the GSFC Center Director must authorize the use of NASA-controlled real property associated with Exchange operations, provided such use does not interfere with official business (see NPR 8800.15c for NASA real property requirements).

GEWA recognized Clubs, while independent organizations, are able to access and use Goddard facilities and property as a result of their affiliation with GEWA. GEWA clubs must obtain the appropriate permissions to use and occupy GSFC facilities and real property, defined in NPR 8800.15c to mean "land, buildings, structures, other structures and facilities, and leasehold improvements. Real property also includes installed collateral equipment (i.e., building-type equipment), as defined in NPR 9250.1." Examples of real property/facilities typically utilized by GEWA clubs include conference rooms, athletic fields/courts, trailers, storage spaces, etc.

II. Purpose

This Facilities Use Permit authorizes the GSPSA to utilize Area 100 for softball practices, games, storage of maintenance equipment and operation of a concession stand for weekly usage throughout the year. Most activities occur between the months of March and October, with sporadic usage for general upkeep during the offseason.

III. Priority of Use

The GSPSA agrees that NASA's use of the facilities governed by this agreement shall have priority of the use planned in this Permit.

IV. Responsibilities

The GSPSA agrees to:

- comply with all applicable requirements of GPR 1600.1b, GSFC Protective Service Program Requirements (GPR 1600.1 b) including limitations on use and consumption of alcohol on GSFC property

- comply with all applicable laws and regulations, including but not limited to, those pertaining to Goddard safety, health, security, and environmental procedures/policies, while on Goddard property. Copies of these applicable procedures and policies will be furnished upon request.

NASA agrees to:

- provide access to the facility or space listed in this permit
- provide standard Operations and Maintenance support as would be provided to any similar space on Center (e.g., Clubs may call 6-5555 if there are HVAC concerns, light bulbs that need replacement, leaky pipes, etc.)

V. Risk of Loss/Liability

The GSPSA hereby waives any claims against NASA and its agents and/or instrumentalities (i.e., GEWA) and representatives, officers, and employees thereof (including, but not limited to contractors and subcontractors at any tier), for any injury to or death of GSPSA members or participants, or for damage to, or loss of GSPSA property or the property of its members or participants arising from or related to activities conducted under this Facilities Use Permit, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

The GSPSA agrees that neither the Goddard Employees Welfare Association nor GSFC will be responsible for any loss or thefts incurred during term of this permit; the GSPSA takes full responsibility for the security of its items.

VI. Term of Facilities Use Permit

This Facilities Use Permit will be effective for the facilities designated herein and may be renewed at the option of the Club, for the following period and at the following terms:

The Use Permit will be effective for a maximum of 5 years from date of execution. The permit may be perpetually renewed/extended for additional 5-year periods if memorialized by an amendment to this Use Permit.

VII. Right to Terminate

Although GSFC will provide as much reasonable advance notice as possible, it may terminate this Facilities Use Permit with 30 business days written advance notice to the responsible Club official. Notices shall be provided by the Chief, Facilities Management Division to GSPSA with a copy to the GEWA Operations Manager. GSPSA may terminate this Facilities Use Permit with 30 business day written advanced notice to the Chief, Facilities Management Division with a copy to the GEWA Operations Manager.

VIII. Vacation of Premises

Within 30 days upon expiration or earlier termination of this Facilities Use Permit, the Club shall, and at its expense, removal all its property from the facility. If the Club shall fail, refuse, or neglect to remove its property within the appointed time, then (i) GSFC shall have no

obligation to maintain such property of the Club and incur no liability as a result, (ii) the Club shall have no claim of ownership therein, and (iii) GSFC shall have the right to remove or destroy the property at the expense of the Club.

IX. Facility Modifications and Use

Without the express written approval of Jeffrey Steir, Code 221 & Facilities Representative to the GEW A Council, the Club agrees to not make any improvements or changes to the occupied space or property.

For NASA-owned facilities, GSFC will maintain the space in accordance with its own standards. To the extent that the Club uses the space as a storage space, it agreed to do so in a clean, safe, and orderly manner. If the Club is utilizing space on a periodic basis, it agrees to leave the space in the same condition as it was found.

X. Representatives

The following personnel are designated as the representatives for their respective party. These officials are the principal points of contact between the parties in the performance of this Use Permit:

GSFC/Facilities: Jeffrey Steir, Code 221 & Facilities Rep to the GEWA Council Club:

GSPSA, principal point of contact, Jonathan Landis

XI: Modifications

Any modification to this Facilities Use Permit shall be executed in writing and signed by the signatory officials to this Permit.

XII. Assignment of Rights

Neither this Facilities Use Permit nor any interest arising under it will be assigned by the GSPSA without the express written consent of the GSFC signatory official to this Facilities Use Permit.

XIII. Applicable Law

United States federal law governs this Facilities Use Permit for all purposes, including, but not limited to, determining the validity of the Facilities Use Permit, the meaning of its provisions, and the rights, obligations, and remedies of the parties.

XIV. Anti-Deficiency Act

All activities pursuant to this Facilities Use Permit are subject to the availability of appropriated funds, and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

IN WITNESS WHEREOF, the parties do hereby execute this Facilities Use Permit effective as of the date indicated below.

For the Management Operations Directorate:

Director, Management Operations

For the GEWA Club:

President Goddard Soft Pitch Softball Association

With Concurrence from GEWA:

GEWA Operations Manager