

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the Bluegrass Girls Fastpitch hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund. Leagues playing at Cardinal Run Park are part of the Cardinal Run Coalition and are expected to participate in the Cardinal Run Board and contribute 15% to the LFUCG Cardinal Run Facility Improvement Fund on a yearly basis.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - Any illegalities dealing with children/minors.
 - Any illegalities of a sexual nature.
 - Drug-related convictions within 2 years.
 - Drug Trafficking convictions within 5 years.
 - Any crimes of violence within 2 years.
 - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Bluegrass Girls Fastpitch**

Name of Park(s): **Cardinal Run Park/Gainesway Park/Kirklevington Park**

Name/location of Field # 1: **Gainesway Field**

Name/location of Field # 2: **Cardinal Run Field 7**

Name/location of Field # 3: **Cardinal Run Field 8**

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: **From August 1, 2011 _ To _ October 15, 2011**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm	To Dark
Tuesday	From 3:00pm	To Dark
Wednesday	From 3:00pm	To Dark
Thursday	From 3:00pm	To Dark
Friday	From 3:00pm	To Dark
Saturday	From 8:00am	To Dark
Sunday	From 1:00pm	To Dark

Times (Daily Schedule) Field # 2

Monday	From 3:00pm	To 11:00pm
Tuesday	From 3:00pm	To 11:00pm
Wednesday	From 3:00pm	To 11:00pm
Thursday	From 3:00pm	To 11:00pm
Friday	From 3:00pm	To 11:00pm
Saturday	From 8:00am	To 11:00pm
Sunday	From 1:00pm	To 11:00pm

Times (Daily Schedule) Field # 3

Monday	From 3:00pm	To 11:00pm
Tuesday	From 3:00pm	To 11:00pm
Wednesday	From 3:00pm	To 11:00pm
Thursday	From 3:00pm	To 11:00pm
Friday	From 3:00pm	To 11:00pm
Saturday	From 8:00am	To 11:00pm
Sunday	From 1:00pm	To 11:00pm

Times (Daily Schedule) Field # 4

Monday	From _____	To _____
Tuesday	From _____	To _____
Wednesday	From _____	To _____
Thursday	From _____	To _____
Friday	From _____	To _____
Saturday	From _____	To _____
Sunday	From _____	To _____

Times (Daily Schedule) Field # 5

Monday	From _____	To _____
--------	------------	----------

Times (Daily Schedule) Field # 6

Monday	From _____	To _____
--------	------------	----------

Tuesday	From _____	To _____	Tuesday	From _____	To _____
Wednesday	From _____	To _____	Wednesday	From _____	To _____
Thursday	From _____	To _____	Thursday	From _____	To _____
Friday	From _____	To _____	Friday	From _____	To _____
Saturday	From _____	To _____	Saturday	From _____	To _____
Sunday	From _____	To _____	Sunday	From _____	To _____

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only if the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. GRANT APPLICATION INFORMATION (if funds are appropriated, the Division will offer the opportunity for leagues to apply for grants).

1. The League must submit an application to the Division for consideration of any requested financial support. Application forms are available at the Division of Parks and Recreation's athletic section. Completed forms shall be returned to: Recreation Superintendent, Division of Parks & Recreation, 545 N. Upper Street, Lexington, KY 40508.
2. The application must be accompanied by: a statement of how the funds (if allocated) will be used; a statement defining the number of males and females in the program; a statement defining the types of fields being used and who is using them; a statement at the end of the season explaining the impact the funds made on the particular program; a financial statement for the previous year of operation.
3. Applications may be filed on an annual basis in accordance with the application timeline deadline attached hereto.

D. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington-Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director, or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site.
Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues; registration fee for each participant; booster club fee for all participants; cost for umpires; cost for scorekeepers; number of game balls for each game and unit cost; total cost per game; cost per child per game; yearly league budget amount; annual revenue and sources of revenue; annual itemized expenses for the league(s); annual concession income; annual concession expenses, a summary of current assets, and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League; number of boys and number of girls that are participating in each league; the number of games provided for both boys and girls; the times that the boys play in comparison to the girls; what fields the boys play on in comparison to the girls; cost per player for boys and girls; cost per game for boys and girls; practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.

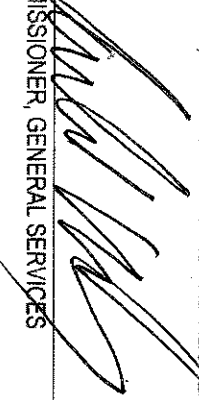
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
19. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only. Repeated abuse of this policy may result in measures including but not limited to requiring the league to pay electric bills.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing and concession walls. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

E. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION


COMMISSIONER, GENERAL SERVICES

Turquoise Edmonds
LEAGUE PRESIDENT (Print or Type Name)

3189 Pimlico Pkwy

STREET ADDRESS

Lexington Ky 40517

CITY

STATE

ZIP CODE

859.948.5544 859.433.8322

WORK PHONE

HOME PHONE

turquoiseedmonds@hotmail.com

E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

8/24/11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the Eastern Little League hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - Any illegalities dealing with children/minors.
 - Any illegalities of a sexual nature.
 - Drug-related convictions within 2 years.
 - Drug Trafficking convictions within 5 years.
 - Any crimes of violence within 2 years.
 - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Eastern Little League**

Name of Park(s): **Ecton Park/Lansdowne-Merrick Park**

Name/location of Field # 1: **Ecton Upper Baseball Field (usage stipulations in addendum)**

Name/location of Field # 2: **Ecton Lower Baseball Field (usage stipulations in addendum)**

Name/location of Field # 3: **Lansdowne-Merrick Upper Baseball Field**

Name/location of Field # 4: **Lansdowne-Merrick Lower Baseball Field**

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: **From August 22, 2011 To October 15, 2011**

Times (Daily Schedule) Field # 1*

**see attached addendum for specific usage stipulations*

Monday From 3:00pm To Dark
 Tuesday From 3:00pm To Dark
 Wednesday From 3:00pm To Dark
 Thursday From 3:00pm To Dark
 Friday From 3:00pm To Dark
 Saturday From 8:00am** To Dark
 Sunday From 1:00pm To Dark

Times (Daily Schedule) Field # 2*

Monday From 5:00pm To Dark
 Tuesday From 5:00pm To Dark
 Wednesday From 5:00pm To Dark
 Thursday From 5:00pm To Dark
 Friday From 5:00pm To Dark
 Saturday From 8:00pm** To Dark
 Sunday From 1:00pm To Dark

Times (Daily Schedule) Field # 3

Monday From 3:00pm To Dark
 Tuesday From 3:00pm To Dark
 Wednesday From 3:00pm To Dark
 Thursday From 3:00pm To Dark
 Friday From 3:00pm To Dark
 Saturday From 8:00am To Dark
 Sunday From 1:00pm To Dark

Times (Daily Schedule) Field # 4

Monday From 3:00pm To Dark
 Tuesday From 3:00pm To Dark
 Wednesday From 3:00pm To Dark
 Thursday From 3:00pm To Dark
 Friday From 3:00pm To Dark
 Saturday From 8:00am To Dark
 Sunday From 1:00pm To Dark

Times (Daily Schedule) Field # 5

Monday From _____ To _____
 Tuesday From _____ To _____
 Wednesday From _____ To _____

Times (Daily Schedule) Field # 6

Monday From _____ To _____
 Tuesday From _____ To _____
 Wednesday From _____ To _____

Thursday	From _____	To _____	Thursday	From _____	To _____
Friday	From _____	To _____	Friday	From _____	To _____
Saturday	From _____	To _____	Saturday	From _____	To _____
Sunday	From _____	To _____	Sunday	From _____	To _____

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.

6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director, or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site.
Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues; registration fee for each participant; booster club fee for all participants; cost for umpires; cost for scorekeepers; number of game balls for each game and unit cost; total cost per game; cost per child per game; yearly league budget amount; annual revenue and sources of revenue; annual itemized expenses for the league(s); annual concession income; annual concession expenses, a summary of current assets, and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League; number of boys and number of girls that are participating in each league; the number of games provided for both boys and girls; the times that the boys play in comparison to the girls; what fields the boys play on in comparison to the girls; cost per player for boys and girls; cost per game for boys and girls; practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.

18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc, please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
19. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only. Repeated abuse of this policy may result in measures including but not limited to requiring the league to pay electric bills.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing and concession walls. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

**FACILITY USAGE AGREEMENT
ADDENDUM**

Addendum to facility agreement between the Lexington-Fayette Urban County Government, and the Eastern Little League.

1. Eastern Little League agrees to revise original schedule submitted to Athletics to reflect reasonable effort to move from 20% to 30% of fall games from the Ecton Park lower field to the Lansdowne-Marrick field.
2. Eastern Little League will schedule games on the Ecton Park lower field to start no later than 5:00pm.
3. No one is to use the batting cage at Ecton Park until 8:30 am on Saturdays. Signs are to be posted and Eastern Little League is expected to enforce this rule with all its members.
4. Eastern Little League is to keep Parks and Recreation Deputy Director, Chris Cooperider, informed of all park improvements that are contemplated in advance of any construction or remodeling activity.
5. Eastern Little League executives and team leaders are expected to encourage all league participants and their families to park only in legal, signed parking spaces. Towing will be enforced.

D. SIGNATURES

[Signature]
DIRECTOR, DIVISION OF PARKS AND RECREATION

[Signature]
COMMISSIONER, GENERAL SERVICES

Buddy S. Thompson
LEAGUE PRESIDENT (Print or Type Name)

300 Candy Avenue
STREET ADDRESS

Lexington KY 40502
CITY STATE ZIP CODE

859-224-7502 / 859-244-5442
WORK PHONE HOME PHONE

Beverly Caldwell H. Carr
E-MAIL ADDRESS

[Signature]
LEAGUE PRESIDENT SIGNATURE

7/15/11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the Lexington Fastpitch Softball hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - Any illegalities dealing with children/minors.
 - Any illegalities of a sexual nature.
 - Drug-related convictions within 2 years.
 - Drug Trafficking convictions within 5 years.
 - Any crimes of violence within 2 years.
 - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: Lexington Fastpitch Softball

Name of Park(s): **Constitution Park**

Name/location of Field # 1: Constitution Softball Field

Name/location of Field # 2: Mary Todd

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 22, 2011** To **October 15, 2011**

Times (Daily Schedule) Field # 1

Monday From 3pm To 11pm
 Tuesday From 3pm To 11pm
 Wednesday From 3pm To 11pm
 Thursday From 3pm To 11pm
 Friday From 3pm To 11pm
 Saturday From 8am To 11pm
 Sunday From 1pm To 11pm

Times (Daily Schedule) Field # 2

Monday From 3pm To Dark
 Tuesday From 3pm To Dark
 Wednesday From To
 Thursday From 3pm To Dark
 Friday From To
 Saturday From 3pm To Dark
 Sunday From To

Times (Daily Schedule) Field # 3

Monday From To
 Tuesday From To
 Wednesday From To
 Thursday From To
 Friday From To
 Saturday From To
 Sunday From To

Times (Daily Schedule) Field # 4

Monday From To
 Tuesday From To
 Wednesday From To
 Thursday From To
 Friday From To
 Saturday From To
 Sunday From To

Times (Daily Schedule) Field # 5

Monday From To
 Tuesday From To

Times (Daily Schedule) Field # 6

Monday From To
 Tuesday From To

Wednesday	From _____	To _____	Wednesday	From _____	To _____
Thursday	From _____	To _____	Thursday	From _____	To _____
Friday	From _____	To _____	Friday	From _____	To _____
Saturday	From _____	To _____	Saturday	From _____	To _____
Sunday	From _____	To _____	Sunday	From _____	To _____

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow**.
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.

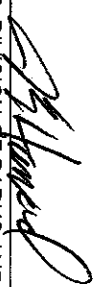
6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues, registration fee for each participant, booster club fee for all participants; cost for umpires; cost for scorekeepers; number of game balls for each game and unit cost; total cost per game; cost per child per game; yearly league budget amount; annual revenue and sources of revenue; annual itemized expenses for the league(s); annual concession income; annual concession expenses, a summary of current assets, and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League; number of boys and number of girls that are participating in each league; the number of games provided for both boys and girls; the times that the boys play in comparison to the girls; what fields the boys play on in comparison to the girls; cost per player for boys and girls; cost per game for boys and girls; practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.

18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
19. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION


COMMISSIONER, GENERAL SERVICES

Olford Hensley Jr
LEAGUE PRESIDENT (Print or Type Name)

4549 Parsons Lane
STREET ADDRESS

Lexington ky 40509
CITY STATE ZIP CODE

855-221-3890
WORK PHONE HOME PHONE

cliffhenry2@msight46.com
E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

8/26/11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the Northern Babe Ruth hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.

- Any illegalities dealing with children/minors.
- Any illegalities of a sexual nature.
- Drug-related convictions within 2 years.
- Drug Trafficking convictions within 5 years.
- Any crimes of violence within 2 years.
- Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Northern Babe Ruth**

Name of Park(s): **Constitution Park**

Name/location of Field # 1: **Constitution Babe Ruth Field**

Name/location of Field # 2:

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: **From August 15, 2011 To October 15, 2011**

Times (Daily Schedule) Field # 1

Monday From 3:00pm To 11:00pm
 Tuesday From 3:00pm To 11:00pm
 Wednesday From 3:00pm To 11:00pm
 Thursday From 3:00pm To 11:00pm
 Friday From 3:00pm To 11:00pm
 Saturday From 8:00am To 11:00pm*
 Sunday From 1:00pm To 11:00pm*
 *Effective September 18, 2011
 Saturday From 2:00am To 6:00pm
 Sunday not available

Times (Daily Schedule) Field # 2

Monday From To
 Monday From To
 Wednesday From To
 Thursday From To
 Friday From To
 Saturday From To
 Sunday From To

Times (Daily Schedule) Field # 3

Monday From To
 Tuesday From To
 Wednesday From To
 Thursday From To
 Friday From To
 Saturday From To
 Sunday From To

Times (Daily Schedule) Field # 4

Monday From To
 Tuesday From To
 Wednesday From To
 Thursday From To
 Friday From To
 Saturday From To
 Sunday From To

Times (Daily Schedule) Field # 5

Please note exception below:

Monday From To
 Tuesday From To

Times (Daily Schedule) Field # 6

Monday From To
 Tuesday From To

Wednesday	From _____	To _____	Wednesday	From _____	To _____
Thursday	From _____	To _____	Thursday	From _____	To _____
Friday	From _____	To _____	Friday	From _____	To _____
Saturday	From _____	To _____	Saturday	From _____	To _____
Sunday	From _____	To _____	Sunday	From _____	To _____

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.

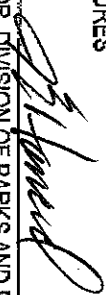
6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director, or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site.
Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues, registration fee for each participant, booster club fee for all participants; cost for umpires; cost for scorekeepers; number of game balls for each game and unit cost; total cost per game; cost per child per game; yearly league budget amount; annual revenue and sources of revenue; annual itemized expenses for the league(s); annual concession income; annual concession expenses; a summary of current assets; and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League; number of boys and number of girls that are participating in each league; the number of games provided for both boys and girls; the times that the boys play in comparison to the girls; what fields the boys play on in comparison to the girls; cost per player for boys and girls; cost per game for boys and girls; practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.

18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
19. Sports fights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only. Repeated abuse of this policy may result in measures including but not limited to requiring the league to pay electric bills.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing and concession walls. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION


COMMISSIONER, GENERAL SERVICES

Toni Holton
LEAGUE PRESIDENT (Print or Type Name)

578 Bern Rd
STREET ADDRESS

Lexington Ky 40505
CITY STATE ZIP CODE

246-7461 230-9567
WORK PHONE HOME PHONE

toni.holton@gmail.com
EMAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

9/18/11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the Northern Cal Ripken hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts; proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation Improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - Any illegalities dealing with children/minors.
 - Any illegalities of a sexual nature.
 - Drug-related convictions within 2 years.
 - Drug Trafficking convictions within 5 years.
 - Any crimes of violence within 2 years.
 - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Northern Cal Ripken**

Name of Park(s): **Constitution Park/Kenawood Park/Marlboro Park**

Name/location of Field # 1: **Kenawood Field 1**

Name/location of Field # 2: **Kenawood Field 2**

Name/location of Field # 3: **Kenawood Field 3**

Name/location of Field # 4: **Marlboro Field**

Name/location of Field # 5: **Mary Todd Field**

Name/location of Field # 6:

2. Length of Contract: **From August 20, 2011 To October 15, 2011**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm	To 11:00pm
Tuesday	From 3:00pm	To 11:00pm
Wednesday	From 3:00pm	To 11:00pm
Thursday	From 3:00pm	To 11:00pm
Friday	From 3:00pm	To 11:00pm
Saturday	From 8:00am	To 11:00pm
Sunday	From 1:00pm	To 11:00pm

Times (Daily Schedule) Field # 2

Monday	From 3:00pm	to Dark
Tuesday	From 3:00pm	to Dark
Wednesday	From 3:00pm	to Dark
Thursday	From 3:00pm	to Dark
Friday	From 3:00pm	to Dark
Saturday	From 8:00am	to Dark
Sunday	From 1:00pm	to Dark

Times (Daily Schedule) Field # 3

Monday	From 3:00pm	To Dark
Tuesday	From 3:00pm	To Dark
Wednesday	From 3:00pm	To Dark
Thursday	From 3:00pm	To Dark
Friday	From 3:00pm	To Dark
Saturday	From 8:00am	To Dark
Sunday	From 1:00pm	To Dark

Times (Daily Schedule) Field # 4

Monday	From 3:00pm	To 11:00pm
Tuesday	From 3:00pm	To 11:00pm
Wednesday	From 3:00pm	To 11:00pm
Thursday	From 3:00pm	To 11:00pm
Friday	From 3:00pm	To 11:00pm
Saturday	From 8:00am	To 11:00pm
Sunday	From 1:00pm	To 11:00pm

Times (Daily Schedule) Field #5

From March 15 through April 16, 2011

Monday	From _____	To _____
Tuesday	From _____	To _____
Wednesday	From 5:00pm _____	To Dark _____
Thursday	From _____	To _____
Friday	From 5:00pm _____	To Dark _____
Saturday	From _____	To _____
Sunday	From _____	To _____

Times (Daily Schedule) Field #6

Monday	From _____	To _____
Tuesday	From _____	To _____
Wednesday	From _____	To _____
Thursday	From _____	To _____
Friday	From _____	To _____
Saturday	From _____	To _____
Sunday	From _____	To _____

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.

5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director, or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site.
Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues, registration fee for each participant, booster club fee for all participants, cost for umpires, cost for scorekeepers, number of game balls for each game and unit cost, total cost per game, cost per child per game, yearly league budget amount, annual revenue and sources of revenue, annual itemized expenses for the league(s), annual concession income, annual concession expenses, a summary of current assets, and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League, number of boys and number of girls that are participating in each league, the number of games provided for both boys and girls, the times that the boys play in comparison to the girls, what fields the boys play on in comparison to the girls, cost per player for boys and girls, cost per game for boys and girls, practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.

17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
19. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only. Repeated abuse of this policy may result in measures including but not limited to requiring the league to pay electric bills.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing and concession walls. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION


COMMISSIONER, GENERAL SERVICES

BILLY HOBBS
LEAGUE PRESIDENT (Print or Type Name)

306 MANHATTAN DR.
STREET ADDRESS

LEX. KY 40505
CITY STATE ZIP CODE

859-608-9098
WORK PHONE HOME PHONE

hobb's.billy@insigntob.com
E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

8/23/11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the **South Lexington Babe Ruth** hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - Any illegalities dealing with children/minors.
 - Any illegalities of a sexual nature.
 - Drug-related convictions within 2 years.
 - Drug Trafficking convictions within 5 years.
 - Any crimes of violence within 2 years.
 - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **South Lexington Babe Ruth**

Name of Park(s): **Shillito Park**

Name/location of Field # 1: **Shillito Field "A"**

Name/location of Field # 2: **Shillito Field "B"**

Name/location of Field # 3: **Shillito Field "C"**

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 14, 2011** To **September 16, 2011**

Times (Daily Schedule) Field # 1

Monday From 3:00pm To 11:00pm
 Tuesday From 3:00pm To 11:00pm
 Wednesday From 3:00pm To 11:00pm
 Thursday From 3:00pm To 11:00pm
 Friday From 3:00pm To 11:00pm
 Saturday From 8:00am To 11:00pm
 Sunday From 1:00pm To 11:00pm

Times (Daily Schedule) Field # 2

Monday From 3:00pm To 11:00pm
 Tuesday From 3:00pm To 11:00pm
 Wednesday From 3:00pm To 11:00pm
 Thursday From 3:00pm To 11:00pm
 Friday From 3:00pm To 11:00pm
 Saturday From 3:00pm To 11:00pm
 Sunday From 1:00pm To 11:00pm

Times (Daily Schedule) Field # 3

Monday From 3:00pm To 11:00pm
 Tuesday From 3:00pm To 11:00pm
 Wednesday From 3:00pm To 11:00pm
 Thursday From 3:00pm To 11:00pm
 Friday From 3:00pm To 11:00pm
 Saturday From 8:00am To 11:00pm
 Sunday From 1:00pm To 11:00pm

Times (Daily Schedule) Field # 4

Monday From _____ To _____
 Tuesday From _____ To _____
 Wednesday From _____ To _____
 Thursday From _____ To _____
 Friday From _____ To _____
 Saturday From _____ To _____
 Sunday From _____ To _____

Times (Daily Schedule) Field # 5

Monday From _____ To _____
 Tuesday From _____ To _____

Times (Daily Schedule) Field # 6

Monday From _____ To _____
 Tuesday From _____ To _____

Wednesday	From _____	To _____	Wednesday	From _____	To _____
Thursday	From _____	To _____	Thursday	From _____	To _____
Friday	From _____	To _____	Friday	From _____	To _____
Saturday	From _____	To _____	Saturday	From _____	To _____
Sunday	From _____	To _____	Sunday	From _____	To _____

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.


6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director, or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues, registration fee for each participant, booster club fee for all participants; cost for umpires; cost for scorekeepers; number of game balls for each game and unit cost; total cost per game; cost per child per game; yearly league budget amount; annual revenue and sources of revenue; annual itemized expenses for the league(s); annual concession income; annual concession expenses, a summary of current assets, and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League; number of boys and number of girls that are participating in each league; the number of games provided for both boys and girls; the times that the boys play in comparison to the girls; what fields the boys play on in comparison to the girls; cost per player for boys and girls; cost per game for boys and girls; practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.

18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
19. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only. Repeated abuse of this policy may result in measures including but not limited to requiring the league to pay electric bills.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing and concession walls. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION


COMMISSIONER, GENERAL SERVICES


C. F. (Ernie) Johnson
LEAGUE PRESIDENT (Print or Type Name)

3287 Geneva Dr
STREET ADDRESS

Lexington Ky 40513
CITY STATE ZIP CODE

Cell 351-1161
WORK PHONE HOME PHONE

cpire@wvstateu
E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

8/17/11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the

South Lexington Youth Baseball hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - Any illegalities dealing with children/minors.
 - Any Illegalities of a sexual nature.
 - Drug-related convictions within 2 years.
 - Drug Trafficking convictions within 5 years.
 - Any crimes of violence within 2 years.
 - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **South Lexington Youth Baseball**

Name of Park(s): **Shillito Park/Southland Park/Meadowbrook Park**

Name/location of Field # 1: **Bambino Field at Shillito Park**

Name/location of Field # 2: **Bambino Field at Shillito Park**

Name/location of Field # 3: **Bambino Field at Shillito Park**

Name/location of Field # 4: **T-Ball Field at Shillito Park/plus T-Ball practice field**

Name/location of Field # 5: **Southland Park Little League Field (Laramie Road)**

Name/location of Field # 6: **Meadowbrook Park Field**

2. Length of Contract: From **August 20, 2011** To **October 2, 2011**

Times (Daily Schedule) Field # 1

Monday From **3:00pm** To **11:00pm**
 Tuesday From **3:00pm** To **11:00pm**
 Wednesday From **3:00pm** To **11:00pm**
 Thursday From **3:00pm** To **11:00pm**
 Friday From **3:00pm** To **11:00pm**
 Saturday From **8:00am** To **11:00pm**
 Sunday From **1:00pm** To **11:00pm**

Times (Daily Schedule) Field # 2

Monday From **3:00pm** To **11:00pm**
 Tuesday From **3:00pm** To **11:00pm**
 Wednesday From **3:00pm** To **11:00pm**
 Thursday From **3:00pm** To **11:00pm**
 Friday From **3:00pm** To **11:00pm**
 Saturday From **8:00am** To **11:00pm**
 Sunday From **1:00pm** To **11:00pm**

Times (Daily Schedule) Field # 3

Monday From **3:00pm** To **11:00pm**
 Tuesday From **3:00pm** To **11:00pm**
 Wednesday From **3:00pm** To **11:00pm**
 Thursday From **3:00pm** To **11:00pm**
 Friday From **3:00pm** To **11:00pm**
 Saturday From **8:00am** To **11:00pm**
 Sunday From **1:00pm** To **11:00pm**

Times (Daily Schedule) Field # 4

Monday From **3:00pm** To **Dark**
 Tuesday From **3:00pm** To **Dark**
 Wednesday From **3:00pm** To **Dark**
 Thursday From **3:00pm** To **Dark**
 Friday From **3:00pm** To **Dark**
 Saturday From **8:00am** To **Dark**
 Sunday From **1:00pm** To **Dark**

Times (Daily Schedule) Field # 5

From March 7-April 15, 2011 ONLY

Monday From **3:00pm** To **11:00pm**
 Tuesday From **3:00pm** To **11:00pm**
 Wednesday From **3:00pm** To **11:00pm**
 Thursday From **3:00pm** To **11:00pm**

Times (Daily Schedule) Field #6

Monday From _____ To _____
 Tuesday From **3:00pm** To **Dark**
 Wednesday From **3:00pm** To **Dark**
 Thursday From **3:00pm** To **Dark**

Friday	From <u>3:00pm</u>	To <u>11:00pm</u>	Friday	From _____	To _____
Saturday	From <u>8:00am</u>	To <u>11:00pm</u>	Saturday	From _____	To _____
Sunday	From <u>1:00pm</u>	To <u>11:00pm</u>	Sunday	From _____	To _____

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow**.
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.

6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director, or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues, registration fee for each participant, booster club fee for all participants; cost for umpires; cost for scorekeepers; number of game balls for each game and unit cost; total cost per game; cost per child per game; yearly league budget amount; annual revenue and sources of revenue; annual itemized expenses for the league(s); annual concession income; annual concession expenses, a summary of current assets, and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League; number of boys and number of girls that are participating in each league; the number of games provided for both boys and girls; the times that the boys play in comparison to the girls; what fields the boys play on in comparison to the girls; cost per player for boys and girls; cost per game for boys and girls; practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.

18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
19. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only. Repeated abuse of this policy may result in measures including but not limited to requiring the league to pay electric bills.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing and concession walls. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION


COMMISSIONER, GENERAL SERVICES


Stephen Day
LEAGUE PRESIDENT (Print or Type Name)

3508 CERIAS WAY
STREET ADDRESS

LEXINGTON KY 40503
CITY STATE ZIP CODE

(502) 868-3641 (859) 333-4652
WORK PHONE HOME PHONE

DAYDAD3@INSIGHTBB.COM
E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

8-22-11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the **Southeastern Babe Ruth** hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - Any illegalities dealing with children/minors.
 - Any illegalities of a sexual nature.
 - Drug-related convictions within 2 years.
 - Drug Trafficking convictions within 5 years.
 - Any crimes of violence within 2 years.
 - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Southeastern Babe Ruth**

Name of Park(s): **Veterans Park**

Name/location of Field # 1: **Babe Ruth Game Field**

Name/location of Field # 2: **Babe Ruth Practice Field**

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 7, 2011** To **October 15, 2011**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm	To 11:00pm
Tuesday	From 3:00pm	To 11:00pm
Wednesday	From 3:00pm	To 11:00pm
Thursday	From 3:00pm	To 11:00pm
Friday	From 3:00pm	To 11:00pm
Saturday	From 8:00am	To 11:00pm
Sunday	From 1:00pm	To 11:00pm

Times (Daily Schedule) Field # 2

Monday	From 3:00pm	To Dark
Tuesday	From 3:00pm	To Dark
Wednesday	From 3:00pm	To Dark
Thursday	From 3:00pm	To Dark
Friday	From 3:00pm	To Dark
Saturday	From 8:00am	To Dark
Sunday	From 1:00pm	To Dark

Times (Daily Schedule) Field # 3

Monday	From	To
Tuesday	From	To
Wednesday	From	To
Thursday	From	To
Friday	From	To
Saturday	From	To
Sunday	From	To

Times (Daily Schedule) Field # 4

Monday	From	To
Tuesday	From	To
Wednesday	From	To
Thursday	From	To
Friday	From	To
Saturday	From	To
Sunday	From	To

Times (Daily Schedule) Field # 5

Monday	From	To
Tuesday	From	To
Wednesday	From	To
Thursday	From	To
Friday	From	To

Times (Daily Schedule) Field # 6

Monday	From	To
Tuesday	From	To
Wednesday	From	To
Thursday	From	To
Friday	From	To

Saturday	From _____	To _____	Saturday	From _____	To _____
Sunday	From _____	To _____	Sunday	From _____	To _____

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.

7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director, or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site.
Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues, registration fee for each participant, booster club fee for all participants; cost for umpires; cost for scorekeepers; number of game balls for each game and unit cost; total cost per game; cost per child per game; yearly league budget amount; annual revenue and sources of revenue; annual itemized expenses for the league(s); annual concession income; annual concession expenses, a summary of current assets, and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League; number of boys and number of girls that are participating in each league; the number of games provided for both boys and girls; the times that the boys play in comparison to the girls; what fields the boys play on in comparison to the girls; cost per player for boys and girls; cost per game for boys and girls; practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be

asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.

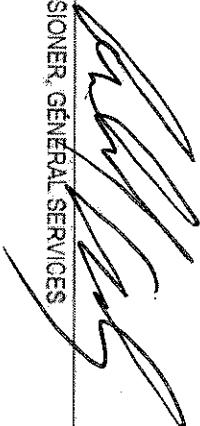
19. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only. Repeated abuse of this policy may result in measures including but not limited to requiring the league to pay electric bills.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing and concession walls. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION


COMMISSIONER, GENERAL SERVICES


Shawn Yearly
LEAGUE PRESIDENT (Print or Type Name)

5093 Mayfield Gardens Pl.
STREET ADDRESS

Lex KY 40515
CITY STATE ZIP CODE

859.509.2487
WORK PHONE HOME PHONE

Yearly4e@insightbb.com
E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

8-19-11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the **Southeastern Cal Ripken Baseball** hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - Any illegalities dealing with children/minors.
 - Any illegalities of a sexual nature.
 - Drug-related convictions within 2 years.
 - Drug Trafficking convictions within 5 years.
 - Any crimes of violence within 2 years.
 - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Southeastern Cal Ripken Baseball**

Name of Park(s): **Veterans Park/Meadowbrook Park/River Hill Park/Johnson Heights**

Name/location of Field # 1: **Bambino Field at Veterans Park**

Name/location of Field # 2: **Bambino Field at Veterans Park**

Name/location of Field # 3: **Bambino Field at Veterans Park**

Name/location of Field # 4: **Bambino Field at Veterans Park**

Name/location of Field # 5: **River Hill Park/Crosby Field (*practice field only-NO GAMES*)**

Name/location of Field # 6: **Meadowbrook Field**

Name/location of Field # 7: **Johnson Heights***

2. Length of Contract: From **September 1, 2011** To **October 15, 2011** ____

Times (Daily Schedule) Field # 1

Monday From **3:00pm** To **11:00pm** ____
 Tuesday From **3:00pm** To **11:00pm** ____
 Wednesday From **3:00pm** To **11:00pm** ____
 Thursday From **3:00pm** To **11:00pm** ____
 Friday From **3:00pm** To **11:00pm** ____
 Saturday From **8:00am** To **11:00pm** ____
 Sunday From **1:00pm** To **11:00pm** ____

Times (Daily Schedule) Field # 2

Monday From **3:00pm** To **11:00pm** ____
 Tuesday From **3:00pm** To **11:00pm** ____
 Wednesday From **3:00pm** To **11:00pm** ____
 Thursday From **3:00pm** To **11:00pm** ____
 Friday From **3:00pm** To **11:00pm** ____
 Saturday From **8:00am** To **11:00pm** ____
 Sunday From **1:00pm** To **11:00pm** ____

Times (Daily Schedule) Field # 3

Monday From **3:00pm** To **11:00pm** ____
 Tuesday From **3:00pm** To **11:00pm** ____
 Wednesday From **3:00pm** To **11:00pm** ____
 Thursday From **3:00pm** To **11:00pm** ____
 Friday From **3:00pm** To **11:00pm** ____
 Saturday From **8:00am** To **11:00pm** ____
 Sunday From **1:00pm** To **11:00pm** ____

Times (Daily Schedule) Field # 4

Monday From **3:00pm** To **11:00pm** ____
 Tuesday From **3:00pm** To **11:00pm** ____
 Wednesday From **3:00pm** To **11:00pm** ____
 Thursday From **3:00pm** To **11:00pm** ____
 Friday From **3:00pm** To **11:00pm** ____
 Saturday From **8:00am** To **11:00pm** ____
 Sunday From **1:00pm** To **11:00pm** ____

Times (Daily Schedule) Field # 5

(*practice field only-NO GAMES*)

Monday From **3:00pm** To **Dark** ____
 Tuesday From **3:00pm** To **Dark** ____

Times (Daily Schedule) Field # 6

Monday From **3:00pm** To **Dark** ____
 Tuesday From ____ To: ____

Wednesday	From __3:00pm__	To __Dark__	Wednesday	From __To:	
Thursday	From __3:00pm__	To __Dark__	Thursday	From __To:	
Friday	From __3:00pm__	To __Dark__	Friday	From __3:00pm__	To __Dark__
Saturday	From ____	To ____	Saturday	From __8:00am__	To __Dark__
Sunday	From __3:00pm__	To __Dark__	Sunday	From __1:00pm__	To __Dark__

***NOTE: Field # 7 (Johnson Heights) – Contract Expires April 18, 2011**

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.

5. The Division will no longer provide making dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.

8. Fields must remain open unless authorized in writing by the Director, or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues, registration fee for each participant, booster club fee for all participants; cost for umpires; cost for scorekeepers; number of game balls for each game and unit cost; total cost per game; cost per child per game; yearly league budget amount; annual revenue and sources of revenue; annual itemized expenses for the league(s); annual concession income; annual concession expenses; a summary of current assets, and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League; number of boys and number of girls that are participating in each league; the number of games provided for both boys and girls; the times that the boys play in comparison to the girls; what fields the boys play on in comparison to the girls; cost per player for boys and girls; cost per game for boys and girls; practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of

statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.

19. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only. Repeated abuse of this policy may result in measures including but not limited to requiring the league to pay electric bills.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing and concession walls. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION

Terry M. Johnson
LEAGUE PRESIDENT (Print or Type Name)

8720 Kenesaw Drive
STREET ADDRESS

Lexington KY 40515
CITY STATE ZIP CODE

258-3040 271-9984
WORK PHONE HOME PHONE

tisebb@gmail.com
E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

8/22/11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the Southwest Lexington Pony Baseball hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

Leagues playing at Cardinal Run Park are part of the Cardinal Run Coalition and are expected to participate in the Cardinal Run Board and contribute 15% to the LFUCG Cardinal Run Facility Improvement Fund on a yearly basis.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.

- Any illegalities dealing with children/minors.
- Any illegalities of a sexual nature.
- Drug-related convictions within 2 years.
- Drug Trafficking convictions within 5 years.
- Any crimes of violence within 2 years.
- Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Southwest Lexington Pony Baseball, Inc.**

Name of Park(s): **Garden Springs Parks/Cardinal Run Park (as agreed with CR Board)**

Name/location of Field # 1: **Cardinal Run Fields for game use only (as agreed with CR Board)**

Name/location of Field # 2: **Airport Field**

Name/location of Field # 3: **Airport Field**

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 29, 2011** To **October 15, 2011**

Times (Daily Schedule) Field # 1

Monday Use of Cardinal Run
Tuesday Fields as agreed with
Wednesday Western Little League
Thursday
Friday
Saturday
Sunday

Times (Daily Schedule) Field # 2

Monday From 3:00pm To Dark
Tuesday From 3:00pm To Dark
Wednesday From 3:00pm To Dark
Thursday From 3:00pm To Dark
Friday From 3:00pm To Dark
Saturday From 8:00am To Dark
Sunday From 1:00pm To Dark

Times (Daily Schedule) Field # 3

Monday From 3:00pm To Dark
Tuesday From 3:00pm To Dark
Wednesday From 3:00pm To Dark
Thursday From 3:00pm To Dark
Friday From 3:00pm To Dark
Saturday From 8:00am To Dark
Sunday From 1:00pm To Dark

Times (Daily Schedule) Field # 4

Monday From To
Tuesday From To
Wednesday From To
Thursday From To
Friday From To
Saturday From To
Sunday From To

Times (Daily Schedule) Field # 5

Times (Daily Schedule) Field # 6

Monday	From <u>6:15pm</u>	To <u>Dark</u>	Monday	From _____	To _____
Tuesday	From <u>6:15pm</u>	To <u>Dark</u>	Tuesday	From _____	To _____
Wednesday	From <u>6:15pm</u>	To <u>Dark</u>	Wednesday	From _____	To _____
Thursday	From <u>6:15pm</u>	To <u>Dark</u>	Thursday	From _____	To _____
Friday	From <u>6:15pm</u>	To <u>Dark</u>	Friday	From _____	To _____
Saturday	From <u>8:00am</u>	To <u>Dark</u>	Saturday	From _____	To _____
Sunday	From _____	To _____	Sunday	From _____	To _____

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.


5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director, or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site.
Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues, registration fee for each participant, booster club fee for all participants; cost for umpires; cost, for scorekeepers; number of game balls for each game and unit cost; total cost per game; cost per child per game; yearly league budget amount; annual revenue and sources of revenue; annual itemized expenses for the league(s); annual concession income; annual concession expenses; a summary of current assets, and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League; number of boys and number of girls that are participating in each league; the number of games provided for both boys and girls; the times that the boys play in comparison to the girls; what fields the boys play on in comparison to the girls; cost per player for boys and girls; cost per game for boys and girls; practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.

17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
19. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Repeated abuse of this policy may result in measures including but not limited to requiring the league to pay electric bills. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION


COMMISSIONER, GENERAL SERVICES

Jones R Wright
LEAGUE PRESIDENT (Print or Type Name)

3836 Mendenhall Way
STREET ADDRESS

Lex VA 40514
CITY STATE ZIP CODE

859-297-7225
WORK PHONE HOME PHONE

Southwest Pong@yahoo.com
E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

8-18-11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the Western Little League hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund. Leagues playing at Cardinal Run Park are part of the Cardinal Run Coalition and are expected to participate in the Cardinal Run Board and contribute 15% to the LFUCG Cardinal Run Facility Improvement Fund on a yearly basis.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - Any illegalities dealing with children/minors.
 - Any illegalities of a sexual nature.
 - Drug-related convictions within 2 years.
 - Drug Trafficking convictions within 5 years.
 - Any crimes of violence within 2 years.
 - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Western Little League**

Name of Park(s): **Wolf Run Park/Valley Park/Cardinal Run Park (as agreed with CR Board)**

Name/location of Field # 1: **Wolf Run Major League Field**

Name/location of Field # 2: **Wolf Run Minor League Field**

Name/location of Field # 3: **Wolf Run T-Ball Field**

Name/location of Field # 4: **Cardinal Run Fields for game use only (as agreed with CR Board)**

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **September 5, 2011** To **October 7, 2011**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm	To_Dark
Tuesday	From 3:00pm	To_Dark
Wednesday	From 3:00pm	To_Dark
Thursday	From 3:00pm	To_Dark
Friday	From 3:00pm	To_Dark
Saturday	From 8:00am	To_Dark
Sunday	From 1:00pm	To_Dark

Times (Daily Schedule) Field # 2

Monday	From 3:00pm	To_Dark
Tuesday	From 3:00pm	To_Dark
Wednesday	From 3:00pm	To_Dark
Thursday	From 3:00pm	To_Dark
Friday	From 3:00pm	To_Dark
Saturday	From 8:00am	To_Dark
Sunday	From 1:00pm	To_Dark

Times (Daily Schedule) Field # 3

Monday	From 3:00pm	To_Dark
Tuesday	From 3:00pm	To_Dark
Wednesday	From 3:00pm	To_Dark
Thursday	From 3:00pm	To_Dark
Friday	From 3:00pm	To_Dark
Saturday	From 8:00am	To_Dark
Sunday	From 1:00pm	To_Dark

Times (Daily Schedule) Field # 4

Monday	From_	Use of Cardinal Run
Tuesday	From_	Fields as agreed with
Wednesday	From_	Southwest Lexington
Thursday	From_	Pony Baseball
Friday	From_	
Saturday	From_	
Sunday	From_	

Times (Daily Schedule) Field # 5

Monday	From _
Tuesday	From _
Wednesday	From _
Thursday	From _
Friday	From _
Saturday	From _
Sunday	From _

Times (Daily Schedule) Field # 6

Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.

5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director, or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have telephones at league sites. Phone service must be set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site.
Note: Availability of cell phones does not meet this requirement.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. No later than one month after the conclusion of League play, the League must furnish financial information (copy of forms enclosed) to the Division from the prior year to include, but not limited to, the following items: number of participants in all leagues; registration fee for each participant; booster club fee for all participants; cost for umpires; cost for scorekeepers; number of game balls for each game and unit cost; total cost per game; cost per child per game; yearly league budget amount; annual revenue and sources of revenue; annual itemized expenses for the league(s); annual concession income; annual concession expenses, a summary of current assets, and a copy of the League's completed IRS Form 990.
13. No later than one month after the conclusion of League play, the League must furnish gender information (copy of form enclosed) to the Division from the prior year to include the following: types of programs that are run by the League; number of boys and number of girls that are participating in each league; the number of games provided for both boys and girls; the times that the boys play in comparison to the girls; what fields the boys play on in comparison to the girls; cost per player for boys and girls; cost per game for boys and girls; practice time afforded boys and girls.
14. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
15. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
16. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.

17. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
18. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
19. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Repeated abuse of this policy may result in measures including but not limited to requiring the league to pay electric bills. Leagues leaving lights on after 11:15pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
20. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
21. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
22. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION


COMMISSIONER, GENERAL SERVICES

Jeff Nash
LEAGUE PRESIDENT (Print or Type Name)

1209 Sebring Ln
STREET ADDRESS

Lexington KY 40513
CITY STATE ZIP CODE

859-221-7822
WORK PHONE HOME PHONE

jeff.nash@yahoo.com
EMAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

8-27-11
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST