

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 Fast Pitch 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 of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

2. Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the Insurance provided to the sanctioned umpire by the organization.
3. The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 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.
- 5 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 Fast Pitch**

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

Name/location of Field # 1: **Cardinal Run Field 7**

Name/location of Field # 2: **Cardinal Run Field 8**

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

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From August 19, 2013 To October 20, 2013

Times (Daily Schedule) Field # 1

Monday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Tuesday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Wednesday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Thursday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Friday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Saturday	From <u>8:00AM*</u>	To <u>11:00PM*</u>
Sunday	From <u>3:00PM*</u>	To <u>11:00PM*</u>

Times (Daily Schedule) Field # 2

Monday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Tuesday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Wednesday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Thursday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Friday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Saturday	From <u>8:00AM*</u>	To <u>11:00PM*</u>
Sunday	From <u>1:00PM*</u>	To <u>11:00PM*</u>

Times (Daily Schedule) Field # 3

Monday	From <u>3:00PM*</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM*</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM*</u>	To <u>Dark</u>
Thursday	From <u>3:00PM*</u>	To <u>Dark</u>
Friday	From <u>3:00PM*</u>	To <u>Dark</u>
Saturday	From <u>8:00AM*</u>	To <u>Dark</u>
Sunday	From <u>1:00PM*</u>	To <u>Dark</u>

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 _____
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 _____

EXCEPTION(S)

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 of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

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 Athletics Department 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 two (2) 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 Athletics Department 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 Athletics Department 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 phone service 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. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. 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.
14. 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.
15. 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.
16. The League must adhere to and 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.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. 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 11:00pm 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.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. 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.
21. 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

[Signature]
DIRECTOR, DIVISION OF PARKS AND RECREATION

[Signature]
COMMISSIONER, GENERAL SERVICES

Paul Rector Jr.

LEAGUE PRESIDENT (Print or Type Name)
1404 Gatlinsburg Ct.

STREET ADDRESS

Lexington Ky 40515
CITY STATE ZIP CODE

(859) 684-7129

WORK PHONE HOME PHONE

preator113@yahoo.com
E-MAIL ADDRESS

[Signature]
LEAGUE PRESIDENT SIGNATURE

10/15/13
DATE

[Signature]
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

10-15-13
DATE

[Signature]
ATTEST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	CONTACT NAME: PHONE (A/C No. Ext): (800) 318-7709		FAX (A/C No.): (708) 636-3915
	E-MAIL ADDRESS:		
INSURED National Softball Association P.O. Box 7 Nicholasville KY 40340	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Co.		
	INSURER B: Axis Global		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** CL1313039792 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		011225792	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Accident Medical			SRPO-50299-214	01/01/2013	01/01/2014	\$100 Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective: 01/30/13 -01/01/14

The certificate holder is named as additional insured with respects to the NSA sanctioned activites of:
 Bluegrass Girls Fastpitch

Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

CERTIFICATE HOLDER

LFUCG
 Parks & Recreation
 200 East Main St.
 Lexington, KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terri Tomasik/AMZ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2013

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PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	CONTACT NAME:		
	PHONE (A/C. No. Ext): (800) 318-7709	FAX (A/C. No.): (708) 536-3915	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: Lexington Insurance Co.		
	INSURER B: Axis Global		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: CL1313039788** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		011225792	01/01/2013	01/01/2014	EACH OCCURRENCE	\$ 3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 3,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COM/OP AGG	\$ 3,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B	Excess Accident Medical		SRPO-50299-214	01/01/2013	01/01/2014	\$100 Deductible	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage is in effect during the practice and play of any amateur softball. The certificate holder is an additional insured under the NSA policies listed above.
Coverage for this team is effective: 01/30/13 - 01/01/14
Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

CERTIFICATE HOLDER**CANCELLATION**

NSA Sanction Numbers:
2013KYKN0025 Thru 2013KYKN0052
Bluegrass Girls Fastpitch
PO Box 91793
Lexington, KY 40591-0793

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terri Tomasik/AMZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2013

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Lexington Insurance Group, Ltd.
111th St
Ridge IL 60415

Personal Softball Association
Box 7
Louisville KY 40340

CONTACT NAME:		PHONE (A/C No. Ext): (800) 318-7709		FAX (A/C No.): (708) 636-3915	
E-MAIL ADDRESS:					
INSURER(S) AFFORDING COVERAGE					NAIC #
INSURER A: Lexington Insurance Co.					
INSURER B: Axis Global					
INSURER C:					
INSURER D:					
INSURER E:					
INSURER F:					

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AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B Excess Accident Medical			SRPO-50299-214	01/01/2013	01/01/2014	\$100 Deductible 100,000

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 The certificate holder is named as additional insured with respects to the NSA sanctioned activites of:
 Bluegrass Girls Fastpitch
 Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

CERTIFICATE HOLDER LFUCG Parks & Recreation 200 East Main St. Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terri Tomasik/AMZ <i>Terri Tomasik</i>
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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	CONTACT NAME: PHONE (A/C No. Ext): (800) 318-7709 FAX (A/C No): (708) 636-3915 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Axis Global</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Co.		INSURER B: Axis Global		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Lexington Insurance Co.														
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED National Softball Association P.O. Box 7 Nicholasville KY 40340														

COVERAGES **CERTIFICATE NUMBER: CL1313039788** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			011225792	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 3,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000	
	AUTOMOBILE LIABILITY							PRODUCTS - COM/OP AGG \$ 3,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$	
<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							EACH OCCURRENCE \$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A							AGGREGATE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below								
B	Excess Accident Medical			SRPO-50299-214	01/01/2013	01/01/2014	\$100 Deductible 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage is in effect during the practice and play of any amateur softball. The certificate holder is an additional insured under the NSA policies listed above.
Coverage for this team is effective: 01/30/13 - 01/01/14
Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

CERTIFICATE HOLDER NSA Sanction Numbers: 2013KYKN0025 Thru 2013KYKN0052 Bluegrass Girls Fastpitch PO Box 91793 Lexington, KY 40591-0793	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terri Tomasik/AMZ <i>Terri Tomasik</i>
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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 Fast Pitch 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 of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

2. Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
3. The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 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.
- 5 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 Fast Pitch League**

Name of Park(s): **Constitution Park / Mary Todd Park**

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

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

Name/location of Field # 3: **Mary Todd Field**

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From August 19, 2013 To October 20, 2013

Times (Daily Schedule) Field # 1

Monday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Tuesday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Wednesday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Thursday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Friday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Saturday	From <u>8:00AM*</u>	To <u>11:00PM*</u>
Sunday	From <u>1:00PM*</u>	To <u>11:00PM*</u>

Times (Daily Schedule) Field # 2

Monday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Tuesday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Wednesday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Thursday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Friday	From <u>3:00PM*</u>	To <u>11:00PM*</u>
Saturday	From <u>8:00AM*</u>	To <u>11:00PM*</u>
Sunday	From <u>1:00PM*</u>	To <u>11:00PM*</u>

Times (Daily Schedule) Field # 3

Monday	From <u>3:00PM*</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM*</u>	To <u>Dark</u>
Wednesday	From _____	To _____
Thursday	From <u>3:00PM*</u>	To <u>Dark</u>
Friday	From _____	To _____
Saturday	From <u>3:00PM*</u>	To <u>Dark</u>
Sunday	From _____	To _____

Times (Daily Schedule) Field # 4

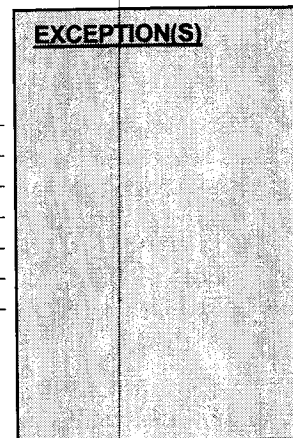
Monday	From _____	To _____
Tuesday	From _____	To _____
Wednesday	From _____	To _____
Thursday	From _____	To _____
Friday	From _____	To _____
Saturday	From _____	To _____
Sunday	From _____	To _____

Times (Daily Schedule) Field # 5

Monday	From _____	To _____
Tuesday	From _____	To _____
Wednesday	From _____	To _____
Thursday	From _____	To _____
Friday	From _____	To _____
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 of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

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 Athletics Department 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 two (2) 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 Athletics Department 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 Athletics Department 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 phone service 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. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. 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.
14. 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.
15. 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.
16. The League must adhere to and 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.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. 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 11:00pm 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.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. 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.

21. 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.

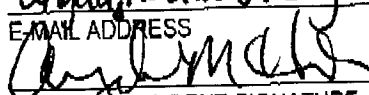
D. SIGNATURES




DIRECTOR, DIVISION OF PARKS AND RECREATION



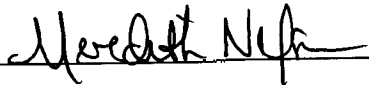
COMMISSIONER, GENERAL SERVICES

Angela Horton
LEAGUE PRESIDENT (Print or Type Name)
533 Cricklewood Ct
STREET ADDRESS
Lexington Ky 40505
CITY STATE ZIP CODE
859-381-3002 859-333-1828
WORK PHONE HOME PHONE
Angela.horton87@gmail.com
E-MAIL ADDRESS

LEAGUE PRESIDENT SIGNATURE
8/29/2013
DATE



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
10-15-13

DATE



ATTEST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	CONTACT NAME: PHONE (A/C No. Ext): (800) 318-7709 E-MAIL ADDRESS:	FAX (A/C No): (708) 636-3915
	INSURER(S) AFFORDING COVERAGE	
INSURED National Softball Association P.O. Box 7 Nicholasville KY 40340	INSURER A: Lexington Insurance Co.	
	INSURER B: Axis Global	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1312839703 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		011225792	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Accident Medical			SRPO-50299-214	01/01/2013	01/01/2014	\$100 Deductible 100,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Effective: 01/28/13 - 01/01/14
 The certificate holder is named as additional insured with respects to the NSA sanctioned activities of:
 Lexington Fastpitch
 Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

CERTIFICATE HOLDER Lexington Fayette Urban County Government 200 E. Main St. Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Terri Tomasik/AMZ

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 of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

- 2 Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
- 3 The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 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.
- 5 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): **Kenawood Park / Marlboro Park / Mary Todd 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 19, 2013 To October 20, 2013

Times (Daily Schedule) Field # 1

Monday	From <u>3:00PM</u>	To <u>11:00PM</u>
Tuesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Wednesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Thursday	From <u>3:00PM</u>	To <u>11:00PM</u>
Friday	From <u>3:00PM</u>	To <u>11:00PM</u>
Saturday	From <u>8:00AM</u>	To <u>11:00PM</u>
Sunday	From <u>1:00PM</u>	To <u>11:00PM</u>

Times (Daily Schedule) Field # 2

Monday	From <u>3:00PM</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM</u>	To <u>Dark</u>
Thursday	From <u>3:00PM</u>	To <u>Dark</u>
Friday	From <u>3:00PM</u>	To <u>Dark</u>
Saturday	From <u>8:00AM</u>	To <u>Dark</u>
Sunday	From <u>1:00PM</u>	To <u>Dark</u>

Times (Daily Schedule) Field # 3

Monday	From <u>3:00PM</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM</u>	To <u>Dark</u>
Thursday	From <u>3:00PM</u>	To <u>Dark</u>
Friday	From <u>3:00PM</u>	To <u>Dark</u>
Saturday	From <u>8:00AM</u>	To <u>Dark</u>
Sunday	From <u>1:00PM</u>	To <u>Dark</u>

Times (Daily Schedule) Field # 4

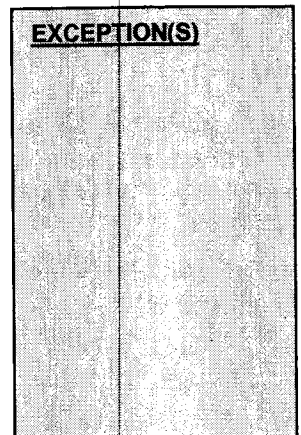
Monday	From <u>3:00PM</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM</u>	To <u>Dark</u>
Thursday	From <u>3:00PM</u>	To <u>Dark</u>
Friday	From <u>3:00PM</u>	To <u>Dark</u>
Saturday	From <u>3:00PM</u>	To <u>Dark</u>
Sunday	From <u>1:00PM</u>	To <u>Dark</u>

Times (Daily Schedule) Field # 5

Monday	From _____	To _____
Tuesday	From _____	To _____
Wednesday	From <u>3:00PM</u>	To <u>Dark</u>
Thursday	From _____	To _____
Friday	From <u>3:00PM</u>	To <u>Dark</u>
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 _____



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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.
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5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
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 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
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 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

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3. The League must submit a certificate of all insurances to the Division Athletics Department 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 two (2) 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 Athletics Department of any schedule changes 24 hours in advance.
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16. The League must adhere to and 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 Darliene 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.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. 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 11:00pm 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.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. 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.

21. 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.

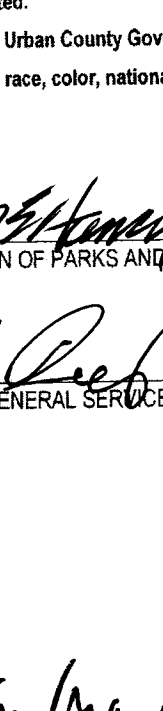
Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

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 859 608 9098

WORK PHONE HOME PHONE

hobbs.billy@insightbb.com

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

8/24/13

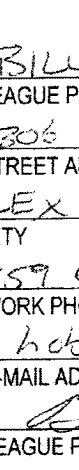
DATE



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

10-15-13

DATE



ATTEST

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc 1712 Magnavox Way P.O. Box 2338 Fort Wayne	CONTACT NAME: Cheryl Pettibone	
	PHONE (A/C, No. Ext): 800-441-3994 FAX (A/C, No):	
	E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com	
	PRODUCER CUSTOMER ID #:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED NORTHERN CAL RIPKEN LEAGUE P.O. Box 55491 Lexington, KY, 40555	INSURER A: Nationwide Life Insurance Co.	
	INSURER B: Nationwide Mutual Insurance Co.	
	INSURER C:	
	INSURER D:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		RPG-257083-00	02/20/2013 12:01AM	02/01/2014 12:01 AM	EACH OCCURRENCE	\$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$2,000,000	
	GENERAL AGGREGATE						\$5,000,000	
	PRODUCTS-COMP/OP AGG						\$2,000,000	
	PARTICIPANT LEGAL LIABILITY						\$2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS							
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		
A	PARTICIPANT ACCIDENT			SPP-257084-00	02/20/2013 12:01AM	02/01/2014 12:01 AM	AD&D PRIMARY MEDICAL	\$ 10,000 \$ 250,000

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. RE:

Owner, manager or lessor of the premises where you conduct practices or games

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage LFUCG 200 East Main Street Lexington, KY 40504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



NATIONWIDE LIFE INSURANCE COMPANY

(Herein called the Company)

Home Office: P.O. Box 2399, Columbus, Ohio 43216

CERTIFICATE OF INSURANCE

MEMBER: NORTHERN CAL RIPKEN LEAGUE

ADDRESS: P.O. Box 55491
Lexington, KY, 40555

The Company hereby certifies that the Member shown above is insured under Policy Number 6A SPP-257084-00 which it has issued to:

BABE RUTH LEAGUE, INC.
1770 BRUNSWICK PIKE
TRENTON, NJ 08638

The Company will provide the insurance described herein. All of the benefits and provisions of this program of insurance will be determined in accordance with all of the terms of the Policy.

COVERAGE PERIOD: From 12:01 AM on 02/20/2013 to Midnight on 1/31/14

All insurance under this Certificate will terminate on the earlier of the date of termination of the Policy, or at midnight on the last day of the Coverage Period shown above, without prejudice to any claim incurred while this Certificate is in force.

Insured Person means rostered players, managing personnel (bat and ball boys/girls, score keepers, umpires and league officials), volunteers, persons trying out for team positions or persons acting in the capacity of managing personnel during preseason tryout sessions and Ladies Auxiliary/Booster Club members; includes these persons and registered campers at the Babe Ruth League, Inc. sponsored baseball camp and World Series participants.

Covered Event means a Babe Ruth League, Inc. approved baseball/ softball activity, practice sessions and baseball/softball games scheduled and supervised by Babe Ruth League, Inc. or one of its member leagues. Covered Event includes any period when the Insured Person is participating under the direct supervision of the proper authorities of the league in approved tournament games as a member of the tournament team and while staying at the place of the tournament game. Covered Event includes Covered Travel as defined below.

Covered Travel means team or group travel to or from the site of a Covered Event under the supervision of a coach or designated representative of Babe Ruth League, Inc. or one of its member leagues.

This certificate is subject to the laws of the state of New Jersey.

BLANKET ACCIDENT BENEFITS CERTIFICATE

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 of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

2. Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
3. The facility agreement only provides usage of the park facility at the time and location designated herein

- 4 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.
- 5 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 19, 2013 To October 20, 2013

Times (Daily Schedule) Field # 1

Monday	From <u>3:00PM</u>	To <u>11:00PM</u>
Tuesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Wednesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Thursday	From <u>3:00PM</u>	To <u>11:00PM</u>
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Saturday	From <u>8:00AM</u>	To <u>11:00PM</u>
Sunday	From <u>1:00PM</u>	To <u>11:00PM</u>

Times (Daily Schedule) Field # 2

Monday	From <u>3:00PM</u>	To <u>11:00PM</u>
Tuesday	From <u>3:00PM</u>	To <u>11:00PM</u>
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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 _____
Saturday	From _____	To _____
Sunday	From _____	To _____

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Monday	From _____	To _____
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Thursday	From _____	To _____
Friday	From _____	To _____
Saturday	From _____	To _____
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EXCEPTION(S)	

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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



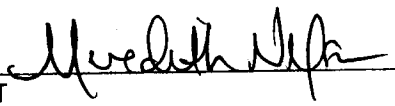
COMMISSIONER, GENERAL SERVICES



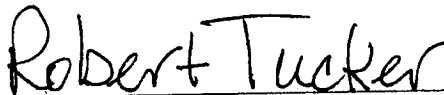
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

10-15-13

DATE



ATTEST




LEAGUE PRESIDENT (Print or Type Name)
2217 Lovell Ct

STREET ADDRESS
Lexington, KY 40513

CITY STATE ZIP CODE
859.559.8289 859.368.0357

WORK PHONE HOME PHONE
robertwtucker@gmail.com

E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE
8/22/13

DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc 1712 Magnavox Way P.O. Box 2338 Fort Wayne	CONTACT NAME: Cheryl Pettibone
	PHONE (A/C, No. Ext): 800-441-3994 FAX (A/C, No):
	E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com
	PRODUCER CUSTOMER ID #:
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED SOUTH LEXINGTON BABE RUTH LEAGUE P.O. Box 23846 Lexington, KY, 40523	INSURER A: Nationwide Life Insurance Co.
	INSURER B: Nationwide Mutual Insurance Co.
	INSURER C:
	INSURER D:


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		RPG-257083-00	02/02/2013 12:01AM	02/01/2014 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-257083-00	02/02/2013 12:01AM	02/01/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT			SPP-257084-00	02/02/2013 12:01AM	02/01/2014 12:01 AM	AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. RE: Owner, manager or lessor of the premises where you conduct practices or games

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER Evidence of Coverage Lexington-Fayette Urban County Government 200 E. Main St. Lexington, KY 40504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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 of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

2. Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
3. The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 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.
- 5 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 / 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: **Meadowbrook Park Field**

Name/location of Field # 6:

2. Length of Contract: From August 19, 2013 To October 20, 2013

Times (Daily Schedule) Field # 1

Monday	From <u>3:00PM</u>	To <u>11:00PM</u>
Tuesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Wednesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Thursday	From <u>3:00PM</u>	To <u>11:00PM</u>
Friday	From <u>3:00PM</u>	To <u>11:00PM</u>
Saturday	From <u>8:00AM</u>	To <u>11:00PM</u>
Sunday	From <u>1:00PM</u>	To <u>11:00PM</u>

Times (Daily Schedule) Field # 2

Monday	From <u>3:00PM</u>	To <u>11:00PM</u>
Tuesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Wednesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Thursday	From <u>3:00PM</u>	To <u>11:00PM</u>
Friday	From <u>3:00PM</u>	To <u>11:00PM</u>
Saturday	From <u>8:00AM</u>	To <u>11:00PM</u>
Sunday	From <u>1:00PM</u>	To <u>11:00PM</u>

Times (Daily Schedule) Field # 3

Monday	From <u>3:00PM</u>	To <u>11:00PM</u>
Tuesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Wednesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Thursday	From <u>3:00PM</u>	To <u>11:00PM</u>
Friday	From <u>3:00PM</u>	To <u>11:00PM</u>
Saturday	From <u>8:00AM</u>	To <u>11:00PM</u>
Sunday	From <u>1:00PM</u>	To <u>11:00PM</u>

Times (Daily Schedule) Field # 4

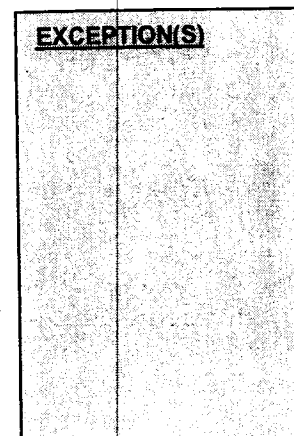
Monday	From <u>3:00PM</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM</u>	To <u>Dark</u>
Thursday	From <u>3:00PM</u>	To <u>Dark</u>
Friday	From <u>3:00PM</u>	To <u>Dark</u>
Saturday	From <u>8:00AM</u>	To <u>Dark</u>
Sunday	From <u>1:00PM</u>	To <u>Dark</u>

Times (Daily Schedule) Field # 5

Monday	From _____	To _____
Tuesday	From <u>3:00PM</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM</u>	To <u>Dark</u>
Thursday	From <u>3:00PM</u>	To <u>Dark</u>
Friday	From _____	To _____
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 of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)

Franchise League will provide the following services:

- Drag and mark game fields
- Cut grass, edge, and trim within game fields
- Provide marking dust and quick dry
- Perform turf repairs and aerate within game fields

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 Athletics Department 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 two (2) 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 Athletics Department 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 Athletics Department 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 phone service 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. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. 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.
14. 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.
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D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



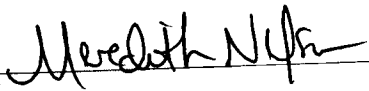
COMMISSIONER, GENERAL SERVICES



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

10-15-13

DATE



ATTEST

STEPHEN J DRY

LEAGUE PRESIDENT (Print or Type Name)
3902 CEPHAS WAY

STREET ADDRESS
LEXINGTON KY 40503

CITY STATE ZIP CODE
579 332 0817 579 333-4252

WORK PHONE HOME PHONE
SLYBR@INSIGHTBR.COM

E-MAIL ADDRESS

LEAGUE PRESIDENT SIGNATURE
8-19-13

DATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER K&K Insurance Group, Inc 1712 Magnavox Way P.O. Box 2338 Fort Wayne	CONTACT NAME: Cheryl Pettibone PHONE (A/C, No. Ext): 800-441-3994 FAX (A/C, No): E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com PRODUCER CUSTOMER ID #:										
INSURED SOUTH LEXINGTON YOUTH CAL RIPKEN LEAGUE P.O. Box 24236 Lexington, KY, 40524	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Life Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Nationwide Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Life Insurance Co.		INSURER B: Nationwide Mutual Insurance Co.		INSURER C:		INSURER D:	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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E.L. DISEASE - POLICY LIMIT															
A	PARTICIPANT ACCIDENT			SPP-257084-00	02/01/2013 12:01AM	02/01/2014 12:01 AM	AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000								

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. RE:

Owner, manager or lessor of the premises where you conduct practices or games

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER Evidence of Coverage LFUCG 200 East Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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 of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

2. Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
3. The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 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.
- 5 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:

In effort to be good neighbors with the surrounding residents the Batting Cage hours are 8:00am – 10:00pm

2. Length of Contract: From August 19, 2013 To October 20, 2013

Times (Daily Schedule) Field # 1

Monday	From <u>3:00PM</u>	To <u>11:00PM</u>
Tuesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Wednesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Thursday	From <u>3:00PM</u>	To <u>11:00PM</u>
Friday	From <u>3:00PM</u>	To <u>11:00PM</u>
Saturday	From <u>8:00AM</u>	To <u>11:00PM</u>
Sunday	From <u>1:00PM</u>	To <u>11:00PM</u>

Times (Daily Schedule) Field # 2

Monday	From <u>3:00PM</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM</u>	To <u>Dark</u>
Thursday	From <u>3:00PM</u>	To <u>Dark</u>
Friday	From <u>3:00PM</u>	To <u>Dark</u>
Saturday	From <u>8:00AM</u>	To <u>Dark</u>
Sunday	From <u>1:00PM</u>	To <u>Dark</u>

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

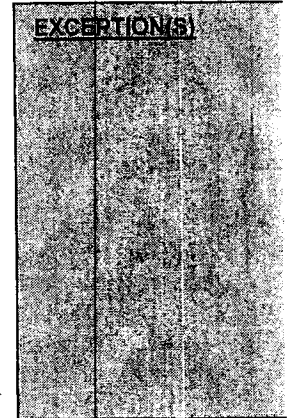
Monday	From _____	To _____
Tuesday	From _____	To _____
Wednesday	From _____	To _____
Thursday	From _____	To _____
Friday	From _____	To _____
Saturday	From _____	To _____
Sunday	From _____	To _____

Times (Daily Schedule) Field # 5

Monday	From _____	To _____
Tuesday	From _____	To _____
Wednesday	From _____	To _____
Thursday	From _____	To _____
Friday	From _____	To _____
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 of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
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 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

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 Athletics Department 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 two (2) 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 Athletics Department 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 Athletics Department 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 phone service 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. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. 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.
14. 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.
15. 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.
16. The League must adhere to and 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 Darliene 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.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. 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 11:00pm 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.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. 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.

21. 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

Jason Berge

LEAGUE PRESIDENT (Print or Type Name)

3329 Hunting Hills Drive

STREET ADDRESS

Lexington KY 40515

CITY STATE ZIP CODE

859 361228

WORK PHONE HOME PHONE

berge.jason@gmail.com

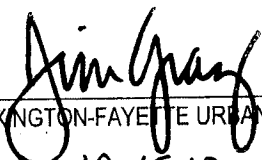
E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

9/5/2013

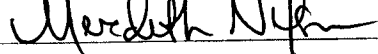
DATE



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

10-15-13

DATE



ATTEST

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc 1712 Magnavox Way P.O. Box 2338 Fort Wayne	CONTACT NAME: Cheryl Pettibone	
	PHONE (A/C, No. Ext): 800-441-3994 FAX (A/C, No):	
	E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com	
	PRODUCER CUSTOMER ID #:	
INSURED SOUTHEASTERN BABE RUTH LEAGUE P.O. Box 23915 Lexington, KY, 40523	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nationwide Life Insurance Co.	
	INSURER B: Nationwide Mutual Insurance Co.	
	INSURER C:	
	INSURER D:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	RPG-257083-00	03/02/2013 12:01AM	02/01/2014 12:01 AM	EACH OCCURRENCE	\$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-257083-00	03/02/2013 12:01AM	02/01/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 300,000 \$ 5,000 \$2,000,000 \$5,000,000 \$2,000,000 \$2,000,000 \$1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	PARTICIPANT ACCIDENT			SPP-257084-00	03/02/2013 12:01AM	02/01/2014 12:01 AM	AD&D PRIMARY MEDICAL	\$ 10,000 \$ 250,000

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Owner, manager or lessor of the premises where you conduct practices or games

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

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Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
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FACILITY USAGE AGREEMENT

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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.
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 - Drug-related convictions within 2 years.
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All leagues are required to keep accurate up to date records of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

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3. The facility agreement only provides usage of the park facility at the time and location designated herein.

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- 5 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**

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

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

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

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

Name/location of Field # 5: **Meadowbrook Field**

Name/location of Field # 6: **River Hill Park/Crosby Field (practice field only)**

In effort to be good neighbors with the surrounding residents the Batting Cage hours are 8:00am – 10:00pm

2. Length of Contract: From August 19, 2013 To October 20, 2013

Times (Daily Schedule) Field # 1

Monday	From <u>3:00PM</u>	To <u>11:00PM</u>
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Friday	From <u>3:00PM</u>	To <u>11:00PM</u>
Saturday	From <u>8:00AM</u>	To <u>11:00PM</u>
Sunday	From <u>1:00PM</u>	To <u>11:00PM</u>

Times (Daily Schedule) Field # 2

Monday	From <u>3:00PM</u>	To <u>11:00PM</u>
Tuesday	From <u>3:00PM</u>	To <u>11:00PM</u>
Wednesday	From <u>3:00PM</u>	To <u>11:00PM</u>
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Friday	From <u>3:00PM</u>	To <u>11:00PM</u>
Saturday	From <u>8:00AM</u>	To <u>11:00PM</u>
Sunday	From <u>1:00PM</u>	To <u>11:00PM</u>

Times (Daily Schedule) Field # 3

Monday	From <u>3:00PM</u>	To <u>11:00PM</u>
Tuesday	From <u>3:00PM</u>	To <u>11:00PM</u>
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Times (Daily Schedule) Field # 4

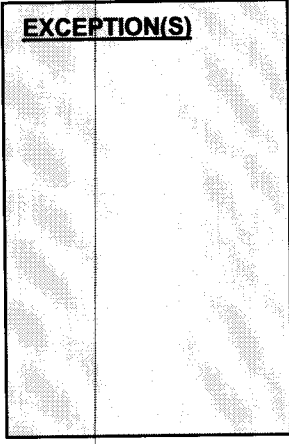
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Sunday	From <u>1:00PM</u>	To <u>11:00PM</u>

Times (Daily Schedule) Field # 5

Monday	From <u>3:00PM</u>	To <u>Dark</u>
Tuesday	From _____	To _____
Wednesday	From _____	To _____
Thursday	From _____	To _____
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Sunday	From <u>1:00PM</u>	To <u>Dark</u>

Times (Daily Schedule) Field # 6

Monday	From <u>3:00PM</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM</u>	To <u>Dark</u>
Thursday	From <u>3:00PM</u>	To <u>Dark</u>
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C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
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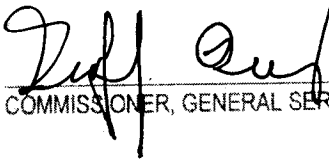
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The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.


D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



COMMISSIONER, GENERAL SERVICES




LEAGUE PRESIDENT (Print or Type Name)
908 Woodglen Ct.

STREET ADDRESS
Lexington KY 40515

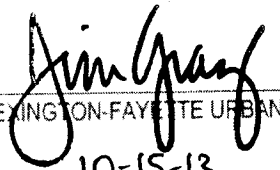
CITY STATE ZIP CODE
(859) 806-1089

WORK PHONE HOME PHONE
edawalt@insightbb.com

E-MAIL ADDRESS


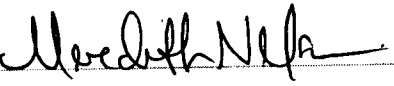
LEAGUE PRESIDENT SIGNATURE
9-9-13

DATE



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
10-15-13

DATE



ATTEST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc 1712 Magnavox Way P.O. Box 2338 Fort Wayne	CONTACT NAME: Cheryl Pettibone
	PHONE (A/C, No. Ext): 800-441-3994 FAX (A/C, No): E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com PRODUCER CUSTOMER ID #:
INSURED SOUTHEASTERN CAL RIPKEN LEAGUE P.O. Box 23466 Lexington, KY 40523	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Nationwide Life Insurance Co.
	INSURER B: Nationwide Mutual Insurance Co.
	INSURER C: INSURER D:

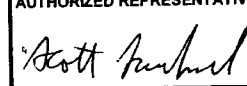
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			RPG-257083-00	02/09/2013 12:01 AM	02/01/2014 12:01 AM	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 PARTICIPANT LEGAL LIABILITY \$2,000,000 COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-257083-00	02/09/2013 12:01 AM	02/01/2014 12:01 AM	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT			SPP-257084-00	02/09/2013 12:01 AM	02/01/2014 12:01 AM	AD&D \$ 10,000 PRIMARY MEDICAL \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.
 RE: Provider of Premises

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER Lexington Fayette Urban County Government 200 E. Main St. Lexington KY 40504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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.

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 of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

- 2 Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
- 3 The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 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.
- 5 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): **Cardinal Run Park**

Name/location of Field # 1: **Cardinal Run Field #3 (game use only-no practices)**

Name/location of Field # 2: **Cardinal Run Field #4 *(game use only-no practices)**

Name/location of Field # 3: **Cardinal Run Field #2 (game use only-no practices)
(shared use per agreement with Western Little League)**

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From August 19, 2013 To October 20, 2013

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_____	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_____
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_____

EXCEPTION(S)

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 of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

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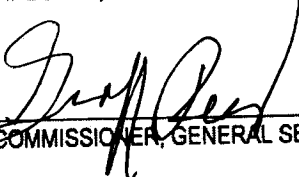
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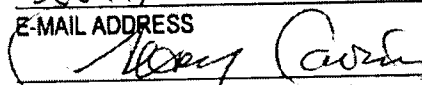
D. SIGNATURES



 DIRECTOR, DIVISION OF PARKS AND RECREATION



 COMMISSIONER, GENERAL SERVICES

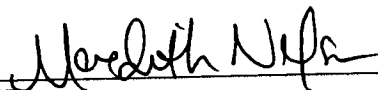
SEAN CAVINS
 LEAGUE PRESIDENT (Print or Type Name)
 4321 SOUTHMOOR PARK
 STREET ADDRESS
 LEXINGTON, KY 40514
 CITY STATE ZIP CODE
 859-232-1230 859-523-3145
 WORK PHONE HOME PHONE
 SOUTHWESTPON1@YAHOO.COM
 E-MAIL ADDRESS

 LEAGUE PRESIDENT SIGNATURE
 8/29/13
 DATE



 MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

10-15-13

 DATE



 ATTEST



SOUTLEX-01

PCRENSHAW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Neace Lukens - Lexington/ Assured NL Insurance Agency Inc 2416 Sir Barton Way, Suite 300 Lexington, KY 40509	CONTACT NAME: Pam Crenshaw	FAX (A/C, No): (859) 543-1987
	PHONE (A/C, No, Ext): (859) 543-1716	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Casualty Co		11991
INSURED Southwest Lexington Pony Baseball, Inc. Po Box 8288 Lexington, KY 40533-8288	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal Li			PK201300002314	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EX201300000022	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Accident Medical Cat Medical			9907915 99070917	3/1/2013 3/1/2013	3/1/2014 3/1/2014	250,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Lexington Fayette Urban County Government
 200 East Main Street
 Lexington, KY 40504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Camela S Crenshaw

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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 of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

2. Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
3. The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 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.
- 5 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**

Name/location of Field # 2: **Ecton Lower Baseball Field**

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

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

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From August 19, 2013 To October 20, 2013

Times (Daily Schedule) Field # 1

Monday	From <u>3:00PM*</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM*</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM*</u>	To <u>Dark</u>
Thursday	From <u>3:00PM*</u>	To <u>Dark</u>
Friday	From <u>3:00PM*</u>	To <u>Dark</u>
Saturday	From <u>8:00AM**</u>	To <u>Dark</u>
Sunday	From <u>12:00PM</u>	To <u>Dark</u>

Times (Daily Schedule) Field # 2

Monday	From <u>3:00PM*</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM*</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM*</u>	To <u>Dark</u>
Thursday	From <u>3:00PM*</u>	To <u>Dark</u>
Friday	From <u>3:00PM*</u>	To <u>Dark</u>
Saturday	From <u>8:00AM**</u>	To <u>Dark</u>
Sunday	From <u>12:00PM*</u>	To <u>Dark</u>

Times (Daily Schedule) Field # 3

Monday	From <u>3:00PM*</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM*</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM*</u>	To <u>Dark</u>
Thursday	From <u>3:00PM*</u>	To <u>Dark</u>
Friday	From <u>3:00PM*</u>	To <u>Dark</u>
Saturday	From <u>8:00AM**</u>	To <u>Dark</u>
Sunday	From <u>1:00PM</u>	To <u>Dark</u>

Times (Daily Schedule) Field # 4

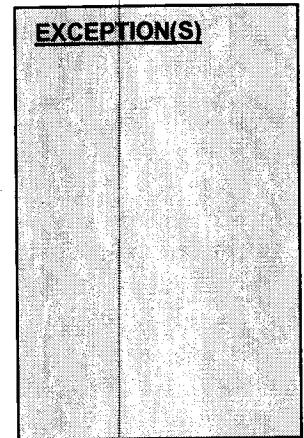
Monday	From <u>3:00PM*</u>	To <u>Dark</u>
Tuesday	From <u>3:00PM*</u>	To <u>Dark</u>
Wednesday	From <u>3:00PM*</u>	To <u>Dark</u>
Thursday	From <u>3:00PM*</u>	To <u>Dark</u>
Friday	From <u>3:00PM*</u>	To <u>Dark</u>
Saturday	From <u>8:00AM*</u>	To <u>Dark</u>
Sunday	From <u>1:00PM*</u>	To <u>Dark</u>

Times (Daily Schedule) Field # 5

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 # 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 of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

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 Athletics Department 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 two (2) 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 Athletics Department 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 Athletics Department 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 phone service 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. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. 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.
14. 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.
15. 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.
16. The League must adhere to and 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 Darliene 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.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. 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 11:00pm 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.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. 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.

21. 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


Mindy Woodall

LEAGUE PRESIDENT (Print or Type Name)
3171 Warrenwood Wynd

STREET ADDRESS
Lexington Ky 40502

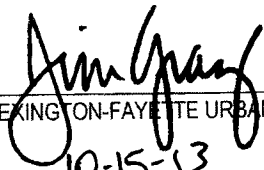
CITY STATE ZIP CODE
602-1230 (cell) 296-9663

WORK PHONE HOME PHONE
mwoodall@insightbb.com

E-MAIL ADDRESS


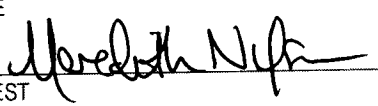
LEAGUE PRESIDENT SIGNATURE
8/10/2013

DATE



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
10-15-13

DATE



ATTEST

CERTIFICATE OF LIABILITY INSURANCE

DATE 12/12/12

Keystone Risk Managers, LLC
 1995 Point Township Drive
 Northumberland, PA 17867

CERTIFICATE # 3170307-1

1 17 03

ADDITIONAL NAMED INSURED:

LEXINGTON EASTERN NATIONAL LL
 MIKE SANNER
 3752 WARGRAVE WALK
 LEXINGTON KY 40509

INSURERS AFFORDING COVERAGE:

INSURER A:	LEXINGTON INSURANCE COMPANY
INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
A	X	GENERAL LIABILITY	9472612	1/01/2013	1/01/2014	EACH OCCURRENCE	\$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X INCL. PARTICIPANTS				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,000
						SEXUAL ABUSE AGGREGATE	\$2,000,000
MEDICAL PAYMENTS	ANY ONE PERSON						
	X	DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	EACH LOSS	\$1,000,000
						AGGREGATE	\$1,000,000
A	X	CRIME COVERAGE	010008417	1/01/2013	1/01/2014	EACH LOSS	\$35,000
			Crime Deductible: \$250 Property/\$1,000 Money				AGGREGATE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2013	1/01/2014	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

- LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DISTRICT
- FAYETTE COUNTY PUBLIC SCHOOL

INSURED

Little League Baseball Risk Purchasing Group, Inc.
 539 U.S. RT. 15 HIGHWAY
 South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE 12/12/12

Keystone Risk Managers, LLC
 1995 Point Township Drive
 Northumberland, PA 17867

CERTIFICATE # 3170303-1

1 17 03

ADDITIONAL NAMED INSURED:

LEXINGTON EASTERN AMERICAN LL
 MIKE SANNER
 3752 WARGRAVE WALK
 LEXINGTON KY 40509

INSURERS AFFORDING COVERAGE:

INSURER A:	LEXINGTON INSURANCE COMPANY
INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS		
A	X	GENERAL LIABILITY	9472612	1/01/2013	1/01/2014	EACH OCCURRENCE	\$1,000,000	
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000	
		X INCL. PARTICIPANTS				PROPERTY DAMAGE DEDUCTIBLE: \$250	PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE					SEXUAL ABUSE OCCURRENCE	\$1,000,000
		MEDICAL PAYMENTS				SEXUAL ABUSE AGGREGATE	\$2,000,000	
						ANY ONE PERSON		
	X	DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	EACH LOSS	\$1,000,000	
						AGGREGATE	\$1,000,000	
A	X	CRIME COVERAGE	010008417	1/01/2013	1/01/2014	EACH LOSS	\$35,000	
			Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE	
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2013	1/01/2014	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess	

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

- LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DISTRICT
- FAYETTE COUNTY PUBLIC SCHOOL

INSURED

Little League Baseball Risk Purchasing Group, Inc.
 539 U.S. RT. 15 HIGHWAY
 South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

[Signature]
 AUTHORIZED REPRESENTATIVE

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.

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 of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

2. Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
3. The facility agreement only provides usage of the park facility at the time and location designated herein

- 4 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.
- 5 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): **Cardinal Run Park / Wolf Run Park**

Name/location of Field # 1: **Cardinal Run Field #1 (game use only-no practices)**

Name/location of Field # 2: **Cardinal Run Field #5 (game use only-no practices)**

Name/location of Field # 3: **Cardinal Run Field #2 (game use only-no practices)**

(shared use per agreement with Southwest Lexington Pony Baseball League)

Name/location of Field # 4: **Wolf Run Major League Field**

Name/location of Field # 5: **Wolf Run Minor League Field**

Name/location of Field # 6: **Wolf Run T-ball Field**

2. Length of Contract: From August 19, 2013 To October 20, 2013

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

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 # 6

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

EXCEPTION(S)

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 of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

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 Athletics Department 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 two (2) 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 Athletics Department 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 Athletics Department 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 phone service 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. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. 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.
14. 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.
15. 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.
16. The League must adhere to and 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.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. 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 11:00pm 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.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.

20. 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.

21. 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

Robert G. Gordon
LEAGUE PRESIDENT (Print or Type Name)

2820 Ashbrooke Drive
STREET ADDRESS

Lexington KY 40513
CITY STATE ZIP CODE

615-349-6978
WORK PHONE HOME PHONE

President@wllbb.com
E-MAIL ADDRESS

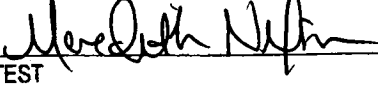

LEAGUE PRESIDENT SIGNATURE

8/12/13
DATE



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

10-15-13
DATE



ATTEST

CERTIFICATE OF LIABILITY INSURANCE

DATE 1/30/13

Keystone Risk Managers, LLC
 1995 Point Township Drive
 Northumberland, PA 17867

CERTIFICATE # 3170320-1

1 17 03

ADDITIONAL NAMED INSURED:

WESTERN LL
 GERALD GORDON
 2820 ASHBROOK LN

LEXINGTON KY 40513

INSURERS AFFORDING COVERAGE:

INSURER A:	LEXINGTON INSURANCE COMPANY
INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
A	X	GENERAL LIABILITY	9472612	1/29/2013	1/01/2014	EACH OCCURRENCE \$1,000,000	
		X OCCURRENCE				GENERAL AGGREGATE \$2,000,000	
		X INCL. PARTICIPANTS				PROPERTY DAMAGE DEDUCTIBLE: \$250	PRODUCTS/COMP OPS AGGREGATE \$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE \$1,000,000	
		MEDICAL PAYMENTS				SEXUAL ABUSE AGGREGATE \$2,000,000	
						ANY ONE PERSON	
		DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	EACH LOSS \$1,000,000	
						AGGREGATE \$1,000,000	
A		CRIME COVERAGE				EACH LOSS \$35,000	
			Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE NONE	
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2013	1/01/2014	As in Master Policy Med. Max. \$100,000 Ded. \$50	
						As in Master Policy Excess	

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

- LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

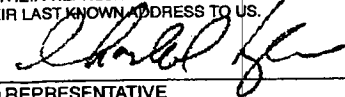
INSURED

Little League Baseball Risk Purchasing Group, Inc.
 539 U.S. RT. 15 HIGHWAY
 South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) Lexington Fayette Urban County Government,
200 East Main Street, Lexington, KY 40504

BLANKET—AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL INSURED(S) LISTED ON CERTIFICATE OF LIABILITY INSURANCE

WHO IS INSURED (SECTION II) OF THE GENERAL LIABILITY POLICY IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED LITTLE LEAGUE'S MAINTENANCE OR USE OF BALL FIELDS, OR OTHER PREMISES LOANED, DONATED OR RENTED TO THAT LITTLE LEAGUE BY SUCH PERSON OR ORGANIZATIONS AND SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSIONS:

1. STRUCTURAL ALTERATIONS, NEW CONSTRUCTION, MAINTENANCE, REPAIR OR DEMOLITION OPERATIONS PERFORMED BY OR ON BEHALF OF THE PERSON OR ORGANIZATION DESIGNATED IN THE SCHEDULE UNLESS PERFORMED BY THE ABOVE NAMED LITTLE LEAGUE AND
2. THAT PART OF THE BALL FIELD OR OTHER PREMISES NOT BEING USED BY THE ABOVE NAMED LITTLE LEAGUE

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.