Contract #: 246-2013

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 <u>Biuegrass Girls Fast</u>

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:

- 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.

- 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:

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2. Le	ngth of Contract:	From <u>August 19,</u>	2013 10	OUTODE ZO. ZO.	<u> </u>	EXCEPTION	101
Times (Dally S	Schedule) Field #1		Times (Daily S	Schedule) Field # 2			
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_3:00PM*_	To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_	To _11:00PM*_ To _11:00PM*_ Ta _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_		
Times (Daily	Schedule) Field #3		Times (Daily	Schedule) Field #4			
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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

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.

- 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.
- 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.
- 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.
- 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.
- 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 unsportsmantike 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 JUANUA	Paul Rector	-24
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print	or Type Name)
	COMMISSIONER/GENERAL SERVICES	STREET ADDRESS	40515 ZIP CODE 597634-7129
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		Freatur 1130 y	zhos.com
		E-MAIL ADDRESS	A
		LEAGUE PRESIDENT SIGN	NATURE
	Sim Grand	DATE	
	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOV	- KNWENI	
	DATE Under Nifa	_	



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).

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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 3ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED DEPERSENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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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 <u>Lexington Fast</u> <u>Pitch League</u> 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 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.

- 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.
- 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:

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. L	ength of Contract:	From August 19,	<b>2013</b> To	October 20, 201	13	EXCEP*	ΠΟΝ(S)
Times (Daily	Schedule) Field # 1		Times (Daily S	Schedule) Field # 2			
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_	To _11:00PM*_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_	To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_		•
Times (Daily	y Schedule) Field #3		Times (Daily S	Schedule) Field # 4			
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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

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.

- 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.
- 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.
- 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.
- 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 filled, 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 elteration 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	Anada Horton	$\wedge$	
,	DIRECTOR, DIVISION OF PARKS AND RECREATION	Hingela Truc 101 LEAGUEURESIDENT (Print or 533 Crickleway		
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	1	WORK PHONE CHARLES NOT 816	ome PHONE amail. Co	m
		E-MAHL ADDRESS	3	
		LEAGUE ARESIDENT SIGNA	TURE	
	N.: /A. /	DATE		
	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERN	MENT		,
	DATE 10-15-(3			
	Morat Nife			
	ATTEST			



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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	D.C.		E-MAIL ADDRESS:				
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Contract #: 246-2013

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

#### FACILITY USAGE AGREEMENT

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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.

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  - Any illegalities of a sexual nature.
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  - 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.

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- 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.
- 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. Le	ength of Contract:	From August 19,	<b>2013</b> To	October 20, 20	13	EXCEPTION(S)
Times (Daily	Schedule) Field # 1		Times (Daily	Schedule) Field # 2		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	To _11:00PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	ToDark ToDark ToDark ToDark ToDark ToDark ToDark ToDark	
Times (Daily	Schedule) Field # 3		Times (Daily	Schedule) Field # 4		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	ToDark ToDark ToDark ToDark ToDark ToDark ToDark ToDark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_1:00PM_	ToDark ToDark ToDark ToDark ToDark ToDark ToDark	
Times (Daily	Schedule) Field # 5		Times (Daily	Schedule) Field # 6		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From3:00PM From From3:00PM From From	To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From	To To To To To To To To 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.

- Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of 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.
- The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
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  of the facility each season. The Lexington Fayette Urban County Government must be included as an
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- 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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- 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.
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- 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.
- 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			2
	Money		HUBB.	
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESI		
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		STREET ADDRE		
	Lead (lash	LEX	14y	40505
1	COMMISSIONER, GENERAL SERVICES	CITY	STATE	ZIP CODE
		859 608 WORK PHONE	9698 HO	859 608 909 8 ME PHONE
		40665	. billy@	insightlob.com
		E-MAIL ADDRES	ss ' ///	
		LEAGUE PRESI	DENT SIGNATI	URE
		X/	24/1	3
	A . /	DATE		
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	MAYOR, LEXINGTON-FAYETTE URLAN COUNTY GOVERNMENT	-		
	0-15/13			
	DATE			
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#### $ACORD_{\scriptscriptstyle{\mathsf{TM}}}$

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/2013

10.000

250,000

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, cer certificate holder in lieu of such endors	πain ;emei	ponc nt(s).	ies may require an e.	nuorsement.	A Statemen	t on this certificate does in	
_	DUCER			T Y	CONTACT NAME:	Cheryl P	Pettibone	
K&	K Insurance Group, Inc				PHONE (A/C, No. Ext):	800-441-	-3994 FAX (A/C, No):	
	2 Magnavox Way ). Box 2338				E-MAIL ADDRESS:	Cheryl.Pett	tibone@kandkinsurance.com	
	o. Box 2338 t Wayne				PRODUCER CUSTOMER ID #:			
	-		_				ORDING COVERAGE	NAIC#
INS	JRED			⊢	INSURER A:		ride Life Insurance Co.	<b>_</b>
N	ORTHERN CAL RIPKEN LEAGUE			<b>—</b>	INSURER B:	Nationw	vide Mutual Insurance Co.	<b>_</b>
	O. Box 55491			<b>⊢</b>	INSURER C:			
Le	xington, KY, 40555			<u> </u>	INSURER D:			
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TH	S IS TO CERTIFY THAT THE POLICIES OF	INSU	RANC	E LISTED BELOW HAVE	E BEEN ISSUE	D TO THE IN	SURED NAMED ABOVE FOR THE DOCUMENT WITH RESPE	HE POLICY PERIOD CT TO WHICH THIS
CE	NICATED. NOTWITHSTANDING ANY REQUII	TAIN,	THE	INSURANCE AFFORDE	D BY THE POL	LICIES DESCI	RIBED HEREIN IS SUBJECT T	O ALL THE TERMS,
INSR	CLUSIONS AND CONDITIONS OF SUCH POLICE  TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	I POLICY EFF	I POLICY EXP	IMS.	
LTR	GENERAL LIABILITY	INSR	WVD		[{MM/UD/YYYY}	(MM/DD/YYYY)	EACH OCCURRENCE	\$2,000,000
В	X COMMERCIAL GENERAL LIABILITY		! <b> </b>			<b>l</b>	DAMAGE TO RENTED	\$ 300,000
آ	CLAIMS-MADE X OCCUR	$ \mathbf{x} $				]	PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 5,000
		``	RPG-257083-00		02/20/2013 12:01AM	02/01/2014 12:01 AM	PERSONAL & ADV INJURY	\$2,000,000
1		ļ ¦			.2.0.74	12.01 AW	GENERAL AGGREGATE	\$5,000,000
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	ALL OWNED AUTOS		1		00.100.22	02/04/02::	BODILY INJURY (Per accident)	
В	SCHEDULED AUTOS			RPG-257083-00	02/20/2013 12:01AM	02/01/2014 12:01 AM	PROPERTY DAMAGE (Per accident)	
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1	WORKERS COMPENSATION AND EMPLOYERS LIABLITY Y/N						TORY LIMITS   OTHER	<b>_</b>
1	ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER	N/A		[		ļ	E.L. EACH ACCIDENT	<b>4</b>
1	EXCLUDED? (Mandatory in NH)	^					E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below	}	1		-	1	E.L. DISEASE POLICY LIMIT	

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

SPP-257084-00

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**

PARTICIPANT ACCIDENT

**LFUCG** 

200 East Main Street

Lexington, KY 40504

#### CANCELLATION

02/20/2013 12:01AM

02/01/2014 12:01 AM

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

AD&D PRIMARY MEDICAL

AUTHORIZED REPRESENTATIVE

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# 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

SRBR-100-1C

Contract #: 246-2013

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 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 <u>South Lexington</u>

<u>Babe Ruth</u> 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:**

- 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.

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- 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.
- 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:

		From August 19,			13_	EXCEPTIO	N(S)
Times (Daily Schedule) Field # 1 Times (Daily Schedule) Field # 2							
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	To _11:00PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_1:00PM_	To _11:00PM_		
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Times (Daily	Schedule) Field # 5		Times (Daily	Schedule) Field # 6		,	
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From	To To To To To To To To To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From	To To To To To To To To To		

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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.
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- 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.

SIGNATURES 131 Language	Robert Tucker
	LEAGUE PRESIDENT (Print or Type Name)
T. DD Per	STREET ADDRESS Lexination, KY 40513
COMMISSIONER, SEIVER SE	CITY STATE ZIP CODE 859.559.8289.859.368.0357 WORK PHONE HOME PHONE
	robertwhicker@amail.com
	É-MATICADORES 9 JUCILI
<b>ॐ</b>	LEAGUE PRESIDENT SIGNATURE
\	DATE
MAYOR, LEXINGTON-FAYE TE UFBAN COUNTY GOVERNMENT	
	DIRECTOR, DIVISION OF PARKS AND RECREATION  COMMISSIONER, GENERAL SERVICES

Murdich Nife

#### ACORD_{TM}

#### CERTIFICATE OF LIABILITY INSURANCE

2/11/2013

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

TYPE OF INSURANCE

ADDI. SUBR WYD

POLICY NUMBER

POLICY SEF POLICY EXP

(MM/DD/YYYY) (MM/DD/YYYY)

LIMITS INSR EACH OCCURRENCE \$1,000,000 GENERAL LIABILITY DAMAGE TO RENTED \$ 300,000 COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) Х MED EXP (Any one person) \$ 5,000 CLAIMS-MADE X OCCUR 02/02/2013 12:01AM 02/01/2014 \$1,000,000 RPG-257083-00 PERSONAL & ADV INJURY GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PARTICIPANT LEGAL LIABILITY \$1,000,000 PROJECT LOC POLICY COMBINED SINGLE LIMIT \$1,000,000 AUTOMOBILE LIABILITY (Ea Accident) BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) ALL OWNED AUTOS 02/01/2014 PROPERTY DAMAGE 02/02/2013 12:01AM RPG-257083-00 SCHEDULED AUTOS В 12:01 AM X HIRED AUTOS NON-OWNED AUTOS FACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE **EXCESS LIAB** CLAIMS-MADE DEDUCTIBLE RETENTION WC STATU-TORY LIMITS OTHER WORKERS COMPENSATION AND EMPLOYERS' LIABLITY
ANY PROPRIETORSHIP/PARTN
EXECUTIVE OFFICER/MEMBER E.L. EACH ACCIDENT N / A E.L. DISEASE - EA EMPLOYEE **FXCLUDED?** (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT PARTICIPANT ACCIDENT \$ 10,000 02/02/2013 12:01AM 02/01/2014 AD&D PRIMARY MEDICAL SPP-257084-00 12:01 AM 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 CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE WILL BE DELIVERED IN THE EXPIRATION DATE THEREOF, NOTICE **Evidence of Coverage** ACCORDANCE WITH THE POLICY PROVISIONS. Lexington-Fayette Urban County Government AUTHORIZED REPRESENTATIVE 200 E. Main St. 40504 Lexington, KY

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 <u>South Lexington Youth Baseball</u> 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:

- 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.
- 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:

		From <u>August 19,</u>			13	EXCERTION(S)
Times (Daily	Schedule) Field # 1		Times (Daily S	Schedule) Field # 2		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	To _11:00PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	To _11:00PM_	
Times (Daily	Schedule) Field # 3		Times (Daily	Schedule) Field #4		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	ToDark ToDark ToDark ToDark ToDark ToDark ToDark ToDark	
•	Schedule) Field # 5		Times (Daily	Schedule) Field # 6		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	FromFromFromFromFromFromFromFromFromFromFromFromFromFromFrom	To ToDark ToDark ToDark ToDark To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From 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

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.

- 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 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.
- 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.
- 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
  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.

- 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	GRENHEN 1 DAY
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
	J. J. Que	STREET ADDRESS  LEXINGTON INTERIOR TIP CODE
	COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE WORK PHONE HOME PHONE
	, ,	SLYBE INSIGHT BR. COM
		E-MAIL ADDRESS
		LEAGUE PRESIDENT SIGNATURE
	1. /4. /	DATE
	MAYOR, LEXINGTON-FAYE TE UFBAN COUNTY GOVERNMI	ENT
	ATTEST Meredish Nym	

#### ACORD.

### 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. 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). CONTACT NAME: **Cheryl Pettibone** FAX (A/C, No): PHONE (A/C, No. Ext): 800-441-3994 K&K Insurance Group, Inc E-MAIL Cheryl.Pettibone@kandkinsurance.com 1712 Magnavox Way ADDRESS: PRODUCER P.O. Box 2338 CUSTOMER ID #: **Fort Wayne** NAIC # INSURER(S) AFFORDING COVERAGE Nationwide Life Insurance Co. INSURER A. INSURED Nationwide Mutual Insurance Co. INSURER B: SOUTH LEXINGTON YOUTH CAL RIPKEN LEAGUE INSURER C: P.O. Box 24236 INSURER D: 40524 Lexington, KY, **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.

TYPE OF INSURANCE

ADDI SUBR POLICY NUMBER

TYPE OF INSURANCE

ADDI SUBR POLICY NUMBER

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AT 200 200 CERTIFICATE NUMBER: EACH OCCURRENCE GENERAL LIABILITY DAMAGE TO RENTED 300,000 COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) 5,000 MED EXP (Any one person) Χ CLAIMS-MADE X OCCUR 02/01/2013 12:01AM 02/01/2014 PERSONAL & ADV INJURY \$1,000,000 RPG-257083-00 \$5,000,000 GENERAL AGGREGATE PRODUCTS-COMP/OP AGG \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PARTICIPANT LEGAL LIABILITY \$1,000,000 PROJECT POLICY COMBINED SINGLE LIMIT \$1,000,000 (Ea Accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) ALL OWNED AUTOS 02/01/2014 PROPERTY DAMAGE 02/01/2013 12:01AM RPG-257083-00 12:01 AM (Per accident) SCHEDULED AUTOS HIRED AUTOS X NON-OWNED AUTOS X EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE CLAIMS-MADE **EXCESS LIAB** DEDUCTIBLE RETENTION OTHER WORKERS COMPENSATION AND EMPLOYERS' LIABLITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER TORY LIMITS E.L. EACH ACCIDENT N/A E.L. DISEASE -- EA EMPLOYEE (Mandatory in NH) E.L. DISEASE - POLICY LIMIT lf yes, describe under DESCRIPTION OF OPERATIONS below PARTICIPANT ACCIDENT 10,000 02/01/2013 12:01AM 02/01/2014 AD&D PRIMARY MEDICAL SPP-257084-00 12:01 AM 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 CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN **Evidence of Coverage** ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 200 East Main Street 40507 Lexington, KY

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 <u>Southeastern</u>

<u>Babe Ruth</u> 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.

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- 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.
- The League shall abide by all local, state, and federal laws regarding all activities, including but not 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. L	ength of Contract:	From August 19,	<b>2013</b> To	October 20, 20	13	
Times (Daily	Schedule) Field # 1		Times (Daily	Times (Daily Schedule) Field # 2		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	To _11:00PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	ToDark ToDark ToDark ToDark ToDark_ ToDark_ ToDark_ ToDark_	
Times (Daily	Schedule) Field # 3		Times (Daily	Schedule) Field # 4		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From	To To To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	FromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFromFrom_From	To To To To To To To	
Times (Daily Schedule) Field # 5			Times (Daily Schedule) Field # 6			
Monday Tuesday Wednesday Thursday	From From From	To To	Monday Tuesday Wednesday Thursday	From From From From	To To To To	
Friday Saturday Sunday	FromFrom	To To To	Friday Saturday Sunday	From From	To 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

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.
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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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  - Mow outside complex (limited schedule)

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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	Jason Berge	
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)  3)29 Hanting Hills Drive	
DM Quel	STREET ADDRESS Lex.haton Ky 40515	
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP COL	DE 
	work phone Home phone herse jasone grail.com	
	E-MAIL ADDRESS	
	LEAGUE PRESIDENT SIGNATURE	
Dim Man	DATE	
MAYOR, LEXINGTON-FAYEFFE URLAN COUNTY GOVERNMENT	Г	
ATTEST Wordsh Nife		

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/4/2013

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). CONTACT NAME: **Cheryl Pettibone** FAX (A/C, No): PHONE 800-441-3994 K&K Insurance Group, Inc. (A/C, No. Ext): 1712 Magnavox Way E-MAIL Cheryl.Pettibone@kandkinsurance.com P.O. Box 2338 Fort Wayne CUSTOMER ID # NAIC # INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Life Insurance Co. INSURED Nationwide Mutual Insurance Co. INSURER B SOUTHEASTERN BABE RUTH LEAGUE INSURER C P.O. Box 23915 INSURER D: 40523 Lexington, KY, **CERTIFICATE NUMBER: REVISION NUMBER:** COVERAGES 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. POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) ADDL SUBR INSR WVD POLICY NUMBER TYPE OF INSURANCE \$2,000,000 FACH OCCURRENCE GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 COMMERCIAL GENERAL LIABILITY 5,000 Х \$ MED EXP (Any one person) CLAIMS-MADE X OCCUR 03/02/2013 12:01AM 02/01/2014 \$2,000,000 PERSONAL & ADV INJURY RPG-257083-00 12:01 AM \$5,000,000 GENERAL AGGREGATE PRODUCTS-COMP/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PARTICIPANT LEGAL LIABILITY \$2,000,000 PROJECT LOC POLICY COMBINED SINGLE LIMIT \$1,000,000 **AUTOMOBILE LIABILITY** (Fa Accident) BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) ALL OWNED AUTOS 02/01/2014 PROPERTY DAMAGE 03/02/2013 12:01AM RPG-257083-00 В SCHEDULED AUTOS 12:01 AM (Per accident) HIRED AUTOS X X NON-OWNED AUTOS EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE **EXCESS LIAB** CLAIMS-MADE DEDUCTIBLE RETENTION WC STATU-TORY LIMITS WORKERS COMPENSATION
AND EMPLOYERS' LIABLITY
ANY PROPRIETORSHIP/PARTNER/
EXECUTIVE OFFICER/MEMBER OTHER FIL FACH ACCIDENT N/A F.L. DISEASE - EA EMPLOYEE Mandatory in NH) E.L. DISEASE - POLICY LIMIT lf yes, describe under DESCRIPTION OF OPERATIONS below PARTICIPANT ACCIDENT 10.000 03/02/2013 02/01/2014 AD&D PRIMARY MEDICAL SPP-257084-00 12:01AM 12:01 AM 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 CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Evidence of Coverage** Lexington Fayette Urban County Government AUTHORIZED REPRESENTATIVE 200 E. Main St 40504 Lexinaton, KY

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 <u>Southeastern Cal</u> <u>Ripken Baseball</u> 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:**

- 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.
- The League shall abide by all local, state, and federal laws regarding all activities, including but not 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)

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

2. L€	ength of Contract:	From <u>August 19,</u>	<b>2013</b> 10	October 20, 20	13
Times (Daily	Schedule) Field # 1		Times (Daily	Schedule) Field # 2	
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	To _11:00PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	To _11:00PM_
Times (Daily	Schedule) Field # 3		Times (Daily	Schedule) Field # 4	
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	To _11:00PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	To _11:00PM_

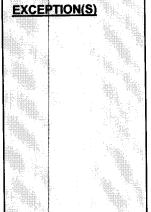
Times (Daily Schedule) Field # 5 Times (Daily Schedule) Field # 6

Times (Daily	Ochodaloj i lola ij o				
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From From From_3:00PM_ From_8:00AM_ From_1:00PM_	ToDark To To To ToDark ToDark ToDark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From From From From	ToDark ToDark ToDark ToDark To To To To

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In effort to be good neighbors with the surrounding residents the

Batting Cage hours are

8:00am - 10:00pm

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D.

SIGNATURES 33 Handed	Eric Dawatt
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)  908 Woodalen Ct.
Tell Que	STREET ADDRESS Lexing in Ky 40515
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE (859) 806- (089
•	work PHONE HOME PHONE edawa to winsight block
	E-MAIL ADDRESS
	LEAGUE PRESIDENT SIGNATURE
Nais March	DATE
MAYOR, LEXING ON-FAY TE UPB IN COUNTY GOVERNM	ENT
ATTEST Welch NUA	

# CERTIFICATE OF LIABILITY INSURANCE

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

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Contract #: 246-2013

# 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 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:**

- 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.
- The League shall abide by all local, state, and federal laws regarding all activities, including but not 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:

	ength of Contract: Schedule) Field # 1	From August 19,		October 20, 20 ^o Schedule) Field # 2	<u>13</u>	EXCEPTION	(S)
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_		Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_	To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_		
Times (Daily  Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_	To _11:00PM _ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_	Times (Daily  Monday Tuesday Wednesday Thursday Friday Saturday Sunday	Schedule)         Field # 4           From	To		
Times (Daily Monday Tuesday Wednesday Thursday Friday Saturday Sunday	Schedule) Field # 5 From From From From From_ From_ From_ From_ From_ From_	To To To To To To To To	Times (Daily Monday Tuesday Wednesday Thursday Friday Saturday Sunday	Schedule)         Field # 6           From	To To To To To To To To		

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the being used at the above specified times, it will become open to other individuals or groups.

## B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- 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 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)

- 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

- 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.
- 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.
- 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.

SIGNATURES	SFAN CAVINS
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
DIRECTOR, DIVISION OF TAXABLE VILLE	4321 SOUTHMOOR PARK
	STREET ADDRESS
July Seed assures	CITY STATE ZIP CODE
COMMISSIONER GENERAL SERVICES	859-232-1230 859-523-3145
	WORK PHONE HOME PHONE
	SOUTHWEST PONCE YALLOO. COM
	E-MAIL ADDRESS West Caving
	LEAGUE PRESIDENT SIGNATURE
	8/29/13
N - /A	DATE
1/m yran	
MAYOR, LEXINGTON-FAYETTE UFBAN COUNTY GOVERNME	ENT
10-15-13	
DATE	
Lordoth NYA	
ATTEST	



DATE (MM/DD/YYYY)

7	CERT	IFI	CA	ATE OF LIA	RILI	I Y INS	SUKA	NCE	)	1/3/2013
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IM	PORTANT: If the certificate holder	is a certa	n AD ain po		e policy( endorser	ies) must be nent. A state	endorsed. ement on thi	If SUBROGATION IS s certificate does no	WAIVEI t confer	), subject to rights to the
	rtificate holder in lieu of such endors	emen	ι(5).		CONTAC NAME:	Pam Crer	shaw			
Vead	ucer e Lukens - Lexington/ Assured NL Ins Sir Barton Way, Suite 300	surar	ce A	gency Inc	PHONE (A/C, No,	_{Ext):} (859) 54	13-1716	FAX (A/C, N	_{o):} (8 <b>5</b> 9)	) 543-1987
Lexi	ngton, KY 40509				ADDRES		IDED/S) AFFOR	DING COVERAGE		NAIC #
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INSU					INSURE					
	Southwest Lexington Pony E	Baset	all, i	nc.	INSURE					
	Po Box 8288 Lexington, KY 40533-8288				INSUREI					
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	4					E.L. DISEASE - EA EMPL	OYEE \$	
	(Mandatory in NH)							E.L. DISEASE - POLICY L	IMIT \$	
A	DESCRIPTION OF OPERATIONS below	+-	1	9907915		3/1/2013	3/1/2014			250,00
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C	ERTIFICATE HOLDER					ICELLATION				
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	Ecanigion, ICI 40004				AUTI	Bamel	a S	Camolan		

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Contract #: 246-2013

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This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the <u>Eastern Little League</u> 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.

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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:

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#### 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

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Times (Daily	Schedule) Field # 1		Times (Daily:	Schedule) Field # 2		EXCEP)	TON(S)
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Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM**_ From_1:00PM_	ToDark ToDark ToDark ToDark ToDark ToDark ToDark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_	ToDark ToDark ToDark ToDark ToDark ToDark ToDark ToDark		
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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	Mindy 1	Noodall	
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (F 3171 Warre STREET ADDRESS	Print or Type Name)	
	COMMISSIONER, GENERAL SERVICES	exmaton star	Y 40502- TE ZIP CODE 196-06	- 10 3
	V/	WORK PHONE (1)	e insightbook	101
		E-MAIL ADDRESS LEAGUE PRESIDENTS	Woodall SIGNATURE	
	N - /A . /	8/10/ DATE	2013	
	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	г		
	ATTEST Wordsh Nife			

CERTIFICATE OF LIABILITY INSURANCE	DATE	12/12/	12
Keystone Risk Managers, LLC	CERTIFICATE	# 317	0307-1
1995 Point Township Drive Northumberland, PA 17867		i 1	
ADDITIONAL NAMED INSURED:	INSURERS AF	FORDING CO	VERAGE:
LEXINGTON EASTERN NATIONAL LL	INSURER A:	LEXINGTON IN	SURANCE COMPAN
MIKE SANNER 3752 WARGRAVE WALK			ON FIRE INSURANC! PITTSBURGH, PA
LEXINGTON KY 40509		CHARTIS SPE	
,		1	

#### **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.

PC	LICIES	). AL	SURECATE LIMITO ONO WITHIN		POLICY EFFECTIVE	POLICY EXPIRATION	j	LIMITS	
INSR	ADD'L		TYPE OF INSURANCE	POLICY NUMBER	DATE MM/DD/YYYY	DATE MM/DD/YYYY			
LTR	INSAD	├—	OFNEDAL LIADILITY				EACH OCCURRENCE	\$1,000,000	
- 1		L_	GENERAL LIABILITY	0470410	1/01/2013	1/01/2014	GENERAL AGGREGATE	\$2,000,000	
A	X		OCCURRENCE	9472612		A7 13 47 14 14 4	PRODUCTS/COMP OPS	\$1,000,000	
		X	INCL. PARTICIPANTS	Property Damage Dedu	ıctible: \$250		AGGREGATE SEXUAL ABUSE	\$1,000,000	
		<u> </u>					OCCURRENCE		
		X	SEXUAL ABUSE				SEXUAL ABUSE AGGREGATE	\$2,000,000	
		<u></u>					ANY ONE PERSON		
			MEDICAL PAYMENTS			1	EACH LOSS	\$1,000,000	
							EXCITEGOO	ψ.,σσσ,σσσ	
	' X	1	DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	AGGREGATE	\$1,000,000	
	^						7.00		
	ļ	_						ADE 000	
					1/01/2013	1/01/2014	EACH LOSS	\$35,000	
A	Х	1	COURT COVERAGE	010008417	1/01/2013	1 27 027 202 1	ļ		
		CRIME COVERAGE			0 Property/\$1,000 Mone	ev .	AGGREGATE	NONE	
				Crime Deductible: \$25	υ γιορειτ <i>ι</i> ντισου ιποτισ				
	<del> </del>	+					As in Master Policy	As in Master Policy Excess	
В	1		SPORTS EXCESS ACCIDENT	mnontoc474	1/01/2013	1/01/2014	Med. Max. \$100,000 Ded. \$50	Folicy Excess	
_	X		. <u></u>	SRG9105434	1/01/2010	1	1		

## "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:

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
 2. That part of the ball field or other premises not being used by the above named Little League
 3. That part of the ball field or other premises not being used by the above named Little League
 4. That part of the ball field or other premises not being used by the above named Little League
 5. That part of the ball field or other premises not being used by the above named Little League
 6. That part of the ball field or other premises not being used by the above named Little League
 7. That part of the ball field or other premises not being used by the above named Little League

2. FAYETTE COUNTY PUBLIC SCHOOL LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DISTRICT

NSURED	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE TO EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOW ADDRESS TO 15.
South Williamsport, PA 17702	AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE	DATE 12/12/12
Keystone Risk Managers, LLC	CERTIFICATE # 3170303-1
1995 Point Township Drive Northumberland, PA 17867	1 17 03
A CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR	INSURERS AFFORDING COVERAGE:
LEXINGTON EASTERN AMERICAN LL	INSURER A: LEXINGTON INSURANCE COMPAN
MIKE SANNER 3752 WARGRAVE WALK	INSURER B: NATIONAL UNION FIRE INSURANCE (Non-Liability)
LEXINGTON KY 40509	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.

POLICIES. AGGREGATE LIMITS SHOWN WAT		GREGATE LIMITS SHOWN WINT			POLICY EXPIRATION	LIMITS	
ADD'L		TYPE OF INSURANCE	POLICY NUMBER	DATE MM/DD/YYYY	DATE MM/DD/YYYY		
INSRD	ļ					EACH OCCURRENCE	\$1,000,000
	L			. (01 (2012	1/01/2014	GENERAL AGGREGATE	\$2,000,000
χ	X	OCCURRENCE				PRODUCTS/COMP OPS	\$1,000,000
•••	X	INCL. PARTICIPANTS	Property Damage Deductible: \$250			SEXUAL ABUSE	\$1,000,000
						OCCURRENCE SEXUAL ABUSE	
X SEXUAL ABUSE					AGGREGATE	\$5,000,000	
						PERSON	
	<u>L</u>	MEDICAL PAYMENTS		1		EACH LOSS	\$1,000,000
X		DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	AGGREGATE	\$1,000,000
-	+		010000417	1/01/2013	1/01/2014	EACH LOSS	\$35,000
X		CRIME COVERAGE					NONE
]		CHIME GOVERNAL	Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
	İ				1	As in Master Policy	As in Master
В		SPORTS EXCESS ACCIDENT	0000105434	1/01/2013	1/01/2014	Med. Max. \$100,000 Ded. \$50	Policy Excess
X			DK67105434	1/01/2012	J	1	
	X X	X X X X X X X X X X X X X X X X X X X	TYPE OF INSURANCE  GENERAL LIABILITY  X OCCURRENCE  X INCL. PARTICIPANTS  X SEXUAL ABUSE  MEDICAL PAYMENTS  X DIRECTORS & OFFICERS  X CRIME COVERAGE  SPORTS EXCESS ACCIDENT	X OCCURRENCE 9472612  X INCL. PARTICIPANTS Property Damage Dedu  X SEXUAL ABUSE  MEDICAL PAYMENTS  DIRECTORS & OFFICERS  14756838  X CRIME COVERAGE  O10008417  Crime Deductible: \$25	TYPE OF INSURANCE  GENERAL LIABILITY  X OCCURRENCE  X INCL. PARTICIPANTS  MEDICAL PAYMENTS  DIRECTORS & OFFICERS  X CRIME COVERAGE  SPORTS EXCESS ACCIDENT  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY NUMBER  POLICY PRECTIVE DATE MM/DD/YYYY  1/01/2013  1/01/2013	TYPE OF INSURANCE   POLICY NUMBER   POLICY PRESENT   DATE MM/DD/YYYY   DATE MM/DD/YYYY	TYPE OF INSURANCE POLICY NUMBER DATE MM/DD/YYYY DATE MM/DD/YYYY  GENERAL LIABILITY  X OCCURRENCE 9472612 1/01/2013 1/01/2014 GENERAL AGREGATE  X INCL. PARTICIPANTS Property Damage Deductible: \$250  X SEXUAL ABUSE  MEDICAL PAYMENTS  DIRECTORS & OFFICERS  14756838 1/01/2013 1/01/2014 AGGREGATE  X CRIME COVERAGE  O10008417 1/01/2013 1/01/2014 EACH LOSS  CRIME COVERAGE  O10008417 1/01/2013 1/01/2014 AGGREGATE  SPORTS EXCESS ACCIDENT  SPORTS EXCESS ACCIDENT  SPORTS EXCESS ACCIDENT  SPORTS EXCESS ACCIDENT  SPORTS EXCESS ACCIDENT  SPORTS EXCESS ACCIDENT  SPORTS EXCESS ACCIDENT  SPORTS EXCESS ACCIDENT  SPORTS EXCESS ACCIDENT  MEAN TOWN DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYYY  DATE MM/DD/YYY  DAT

# "X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED 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:

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
NAME AND ADDRESS OF PERSON OR ORGANIZATION:

2. FAYETTE COUNTY PUBLIC SCHOOL 1. LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DISTRICT

Little League Baseball Risk Purchasing Group, Inc.	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LATENCE WAS ADDRESS. TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LATENCE WAS ADDRESS.	UE BE CANCELED BEFORE THE AAIL 30 DAYS WRITTEN NOTICE AS.
539 U.S. RT. 15 HIGHWAY South Williamsport, PA 17702	AUTHORIZED REPRESENTATIVE	

Contract #: 246-2013

#### 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 <u>Western Little League</u> 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:**

- 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.
- 2. The facility careement anly armides used at the next facility at the time and lacation 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.
- 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. Le	ength of Contract:	From August 19,	<b>2013</b> To	October 20, 20	13	EXCEPTION(S	<u></u>
Times (Daily	Schedule) Field # 1		Times (Daily !	Schedule) Field # 2			_
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_	To _11:00PM*_ To _11:00PM*_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_	To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_		
Times (Daily	Schedule) Field # 3		Times (Daily	Schedule) Field # 4	:		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_	To _11:00PM_ To _11:00PM_ To _11:00PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	ToDark ToDark ToDark ToDark ToDark ToDark ToDark		
Times (Daily	Schedule) Field # 5		Times (Daily	Schedule) Field # 6			
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_6:00AM*_ From_1:00PM*_	ToDark ToDark ToDark ToDark ToDark ToDark ToDark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_	ToDark ToDark ToDark ToDark ToDark ToDark ToDark		

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

- 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.
- 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)

- 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

- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
- The League must submit a certificate of all insurances to the Division Athletics Department before the first 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.

Ο.	SIGNATURES	01.1.2.1
	6/Mounted	Robert G. Gordon
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
		2820 Ashbrooke Drive
	$\mathcal{I}$	STREET ADDRESS
	// of les	Lexination KY 40513
	COMMISSION R, GENERAL SERVICES	CITY STATE ZIP CODE
	$\mathcal N$	1015-349-6978
		WORK PHONE HOME PHONE
		President olllab.com
		E-MAIL ADBRESS P.P
		- dibut colore
		LEAGUE PRESIDENT SIGNATURE
		8/11/13
	<b>.</b> /	PATE

BAN COUNTY GOVERNMENT

MAYOR, LE

#### CERTIFICATE OF LIABILITY INSURANCE DATE 1/30/13 **CERTIFICATE #** Keystone Risk Managers, LLC 3170320-1 1995 Point Township Drive 17 03 Northumberland, PA 17867 **INSURERS AFFORDING COVERAGE:** ADDITIONAL NAMED INSURED: LEXINGTON INSURANCE COMPANY INSURER A: WESTERN LL GERALD GORDON 2820 ASHBROOK LN INSURER B: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (Non-Liability) KY 40513 LEXINGTON **CHARTIS SPECIALTY INSURER C:** 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	ADD'L INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY		LIMITS
		<del>                                     </del>	GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
A	Х	X	OCCURRENCE	9472612	1/29/2013	1/01/2014	GENERAL AGGREGATE	\$2,000,000
j, ' '		X	INCL. PARTICIPANTS	Property Damage Dedu	uctible: \$250	PRODUCTS/COMP OPS AGGREGATE	\$1,000,000	
elected acc		X					SEXUAL ABUSE OCCURRENCE SEXUAL ABUSE AGGREGATE	\$1,000,000 \$2,000,000
į.			MEDICAL PAYMENTS				ANY ONE PERSON	
		1	DIRECTORS & OFFICERS				EACH LOSS	\$1,000,000
/				14756838	1/01/2013	-1/01/2014	AGGREGATE	\$1,000,000
A			00045 000/50405				EACH LOSS	\$35,000
l)	· ·		CRIME COVERAGE	Crime Deductible: \$25	0 Property/\$1,000 Mone	у	AGGREGATE	NONE
В	x	5	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:

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

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

## LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

INCURED	CANCELLATION
Lie League Baseball Risk Purchasing Group, Inc.	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.
539 U.S. RT. 15 HIGHWAY	Shall for
South Williamsport, PA 17702	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:

- 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.