

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

4. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
5. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Bluegrass Girls Fast Pitch**

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

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

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

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

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 27, 2012** To **October 20, 2012**

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.

2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the League's name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on-site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub-lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well as 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

J. E. Hancock
DIRECTOR, DIVISION OF PARKS AND RECREATION

Sally Heath
COMMISSIONER, GENERAL SERVICES

Lisa Durham
LEAGUE PRESIDENT (Print or Type Name)
745 Sunny Slope Trace
STREET ADDRESS
Lexington KY 40514
CITY STATE ZIP CODE
459-948-5514 859-338-7361
WORK PHONE HOME PHONE
ldurham54@insightbb.com
E-MAIL ADDRESS
LISA DURHAM
LEAGUE PRESIDENT SIGNATURE
8-27-12
DATE

8-27-12
8-27-12

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2012

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

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

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

COVERAGES **CERTIFICATE NUMBER:** CL1211127527 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	GENERAL LIABILITY	X	9471988	01/01/2012	01/01/2013	EACH OCCURRENCE	\$ 3,000,000				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000				
						PERSONAL & ADV INJURY	\$ 3,000,000				
						GENERAL AGGREGATE	\$ 4,000,000				
						PRODUCTS - COMP/OP AGG	\$ 3,000,000				
							\$				
	GENL AGGREGATE LIMIT APPLIES PER:										
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT				<input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO					BODILY INJURY (Per person)	\$				
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$				
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$				
							\$				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$				
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$				
							\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS	OTH-ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$				
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$				
						E.L. DISEASE - POLICY LIMIT	\$				
B	Excess Accident Medical		SRPO-50299-214	01/01/2012	01/01/2013	\$100 Deductible	100,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Effective: 01/11/12 - 01/01/13

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

CERTIFICATE HOLDER LFUCG 200 East Main St. Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terri Tomasik/AMZ <i>Terri Tomasik</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2012

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

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

COVERAGES **CERTIFICATE NUMBER: CL1211127525** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG		9471988	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Accident Medical		SRPO-50299-214	01/01/2012	01/01/2013	\$100 Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Coverage is in effect during the practice and play of any amateur softball. The certificate holder is an additional insured under the NSA policies listed above.
 Coverage for this team is effective: 01/11/12 - 01/01/13
 Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

CERTIFICATE HOLDER NSA Sanction Numbers: 2012KYDH0028 Thru 2012KYDH0051 Bluegrass Girls Softball P.O. Box 910793 Lexington, KY 40591	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terri Tomasik/AMZ
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Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

League scheduling at Ecton Park and Lansdowne-Merrick Park will be similar to the schedule of the previous year.

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 Upper Baseball Field**

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

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 27, 2012** To **October 20, 2012**

Times (Daily Schedule) Field # 1

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

**Weekday games start at 4:00pm.*

Times (Daily Schedule) Field # 2

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

**Weekday games start at 4:00pm.*

***Batting Cages at Ecton Park: No Use Before 8:30am—Signage Posted by League.*

NOTE: Parking at Ecton Park strictly enforced by police. Illegal parking subject to towing/ticket.

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
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requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
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12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
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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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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.

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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


 DIRECTOR, DIVISION OF PARKS AND RECREATION


 COMMISSIONER, GENERAL SERVICES

Mike Sanner
 LEAGUE PRESIDENT (Print or Type Name)
3752 Waggrave Walk
 STREET ADDRESS
Lexington Ky 40504
 CITY STATE ZIP CODE
258-3508 543-8941
 WORK PHONE HOME PHONE
j.sanner@windstream.net
 E-MAIL ADDRESS
Mike Sanner
 LEAGUE PRESIDENT SIGNATURE
Oct. 15, 2012
 DATE

 MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

 DATE

 ATTEST

CERTIFICATE OF LIABILITY INSURANCE		DATE	1/17/12
Keystone Risk Managers, LLC 995 Point Township Drive Northumberland, PA 17867		CERTIFICATE #	3170307-1
ADDITIONAL NAMED INSURED:			1 17 03
LEXINGTON EASTERN NATIONAL LL BRAD NEWSOME 300 CASSIDY AVE LEXINGTON KY 40502		INSURERS AFFORDING COVERAGE:	
		INSURER A:	LEXINGTON INSURANCE COMPANY
		INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
		INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES


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

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
X	GENERAL LIABILITY	9472464	1/03/2012	1/01/2013	EACH OCCURRENCE	\$1,000,000
	X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
	X INCL. PARTICIPANTS				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
	X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,000
					SEXUAL ABUSE AGGREGATE	\$2,000,000
	MEDICAL PAYMENTS				ANY ONE PERSON	
	DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	EACH LOSS	\$1,000,000
					AGGREGATE	\$1,000,000
X	CRIME COVERAGE	010008411	1/01/2012	1/01/2013	EACH LOSS	\$35,000
		Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
X	SPORTS EXCESS ACCIDENT	BRG9105434	1/01/2012	1/01/2013	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
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

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

CERTIFICATE OF LIABILITY INSURANCE		DATE	1/17/12
Keystone Risk Managers, LLC 995 Point Township Drive Northumberland, PA 17867		CERTIFICATE #	3170303-1
			1 17 03
ADDITIONAL NAMED INSURED: LEXINGTON EASTERN AMERICAN LL BRAD NEWSOME 300 CASSIDY AVE LEXINGTON KY 40502		INSURERS AFFORDING COVERAGE:	
		INSURER A:	LEXINGTON INSURANCE COMPANY
		INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
		INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES

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

ADDITIONAL NAMED INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
X	GENERAL LIABILITY	9472464	1/03/2012	1/01/2013	EACH OCCURRENCE	\$1,000,000
	X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
	X INCL. PARTICIPANTS				PRODUCTS/COMP ORG AGGREGATE	\$1,000,000
	X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,000
	MEDICAL PAYMENTS				SEXUAL ABUSE AGGREGATE	\$2,000,000
	DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	EACH LOSS	\$1,000,000
					AGGREGATE	\$1,000,000
X	CRIME COVERAGE	010008411	1/01/2012	1/01/2013	EACH LOSS	\$35,000
		Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
X	SPORTS EXCESS ACCIDENT	SR09105434	1/01/2012	1/01/2013	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED


ADDITIONAL INSURED

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

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

LITTLE LEAGUE Little League Baseball Risk Purchasing Group, Inc. 539 U.S. RT. 15 HIGHWAY South Williamsport, PA 17702	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.  AUTHORIZED REPRESENTATIVE
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Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Lexington Fastpitch Softball**

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

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

Name/location of Field # 2: **Mary Todd Field**

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 27, 2012** To **October 20, 2012**

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

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D. SIGNATURES


DIRECTOR, DIVISION OF PARKS AND RECREATION


COMMISSIONER, GENERAL SERVICES

Angela M. Horton
LEAGUE PRESIDENT (Print or Type Name)
333 Cricklewood Ct.
STREET ADDRESS
Lexington Ky 40505
CITY STATE ZIP CODE
859-381-3002 859-333-1828
WORK PHONE HOME PHONE
angela.horton@fayette.kyschools.us
E-MAIL ADDRESS

LEAGUE PRESIDENT SIGNATURE
08/25/2012
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2012

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

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

PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	CONTACT NAME: PHONE (A/C, No, Ext): (800) 318-7709 FAX (A/C, No): (708) 636-3915	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00018418	
INSURED National Softball Association P.O. Box 7 Nicholasville KY 40340	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Co.	
	INSURER B: Axis Global	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC #

COVERAGES **CERTIFICATE NUMBER:** CL1211127531 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		9471988	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 3,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.I. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$
B	Excess Accident Medical			SRPO-50299-214	01/01/2012	01/01/2013	\$100 Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is named as additional insured with respect to the NSA sanctioned activities of: Lexington Fastpitch Softball
Effective: 01/11/12 - 01/01/13
Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

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

DATE (MM/DD/YYYY)
1/11/2012

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PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	CONTACT NAME:	
	PHONE (A/C No, Ext): (800) 318-7709	FAX (A/C No): (708) 636-3915
INSURED National Softball Association P.O. Box 7 Nicholasville KY 40340	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID # 00018418	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Lexington Insurance Co.		
INSURER B Axis Global		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL1211127529 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		9471988	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 3,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
						\$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Excess Accident		SRPO-50299-214	01/01/2012	01/01/2013	\$100 Deductible 100,000
	Medical					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage is in effect during the practice and play of any amateur softball. The certificate holder is an additional insured under the NSA policies listed above.
Coverage for this team is effective: 01/11/12 - 01/01/13
Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

CERTIFICATE HOLDER NSA Sanction Numbers: 2012KYDH0004 Thru 2012KYDH0017 Lexington Fastpitch Softball 533 Cricklewood Ct. Lexington, KY 40505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Terri Tomasik/AMZ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2012

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PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	CONTACT NAME: PHONE (A/C No. Ext): (800) 318-7709 FAX (A/C No.): (708) 636-3915 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00018418
INSURED National Softball Association P.O. Box 7 Nicholasville KY 40340	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Co. INSURER B: Axis Global INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC #

COVERAGES **CERTIFICATE NUMBER:** CL1211127531 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	9471988		01/01/2012	01/01/2013	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y/N	N/A				E.I. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$
B	Excess Accident		SRPO-50299-214	01/01/2012	01/01/2013	\$100 Deductible	100,000
	Medical						

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

The certificate holder is named as additional insured with respect to the NSA sanctioned activities of: Lexington Fastpitch Softball
Effective: 01/11/12 - 01/01/13
Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

CERTIFICATE HOLDER Fayette County Public Schools 701 E. Main St. Lexington, KY 40502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terri Tomasik/AMZ
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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 Northern Cal Ripken hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

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

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

GENERAL TERMS:

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

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

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

4. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
5. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

Name of Park(s): **Kenawood Park / Marlboro Park / Mary Todd Park**

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

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

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

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

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

Name/location of Field # 6:

2. Length of Contract: From **August 27, 2012** To **October 20, 2012**

Times (Daily Schedule) Field # 1

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 2

Monday	From_3:00pm_	To_Dark__
Tuesday	From_3:00pm_	To_Dark__
Wednesday	From_3:00pm_	To_Dark__
Thursday	From_3:00pm_	To_Dark__
Friday	From_3:00pm_	To_Dark__
Saturday	From_8:00am_	To_Dark__
Sunday	From_1:00pm_	To_Dark__

Times (Daily Schedule) Field # 3

Monday	From_3:00pm_	To_Dark__
Tuesday	From_3:00pm_	To_Dark__
Wednesday	From_3:00pm_	To_Dark__
Thursday	From_3:00pm_	To_Dark__
Friday	From_3:00pm_	To_Dark__
Saturday	From_8:00am_	To_Dark__
Sunday	From_1:00pm_	To_Dark__

Times (Daily Schedule) Field # 4

Monday	From_3:00pm_	To_Dark__
Tuesday	From_3:00pm_	To_Dark__
Wednesday	From_3:00pm_	To_Dark__
Thursday	From_3:00pm_	To_Dark__
Friday	From_3:00pm_	To_Dark__
Saturday	From_3:00am_	To_Dark__
Sunday	From_1:00pm_	To_Dark__

Times (Daily Schedule) Field # 5

Monday	From_____	To_____
Tuesday	From_____	To_____
Wednesday	From_3:00pm_	To_Dark__
Thursday	From_____	To_____
Friday	From_3:00pm_	To_Dark__
Saturday	From_____	To_____
Sunday	From_____	To_____

Times (Daily Schedule) Field # 6

Monday	From_____	To_____
Tuesday	From_____	To_____
Wednesday	From_____	To_____
Thursday	From_____	To_____
Friday	From_____	To_____
Saturday	From_____	To_____
Sunday	From_____	To_____

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.

2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Hailey, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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


D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



COMMISSIONER, GENERAL SERVICES

BILLY HOBBS
LEAGUE PRESIDENT (Print or Type Name)
306 MANHATTAN DR.
STREET ADDRESS
LEX KY 40505
CITY STATE ZIP CODE
859-608-9098
WORK PHONE HOME PHONE
hobbs.billy@insightbb.com
E-MAIL ADDRESS

LEAGUE PRESIDENT SIGNATURE
8/22/12
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

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

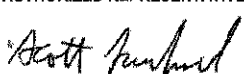
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			RPG-253255-00	12:01AM 02/16/2012	02/01/2013 12:01 AM	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 PARTICIPANT LEGAL LIABILITY \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-253255-00	12:01AM 02/16/2012	02/01/2013 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT			SPX-253256-00	12:01AM 02/16/2012	02/01/2013 12:01 AM	AD&D \$ 10,000 PRIMARY MEDICAL \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.
 ARE: Owner, manager or lessor of the premises where you conduct practices or games

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

CERTIFICATE HOLDER LFUCG 200 E. Main St. Lexington KY, 40504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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 South Lexington Babe Ruth hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

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

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

GENERAL TERMS:

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

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

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

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

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

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

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

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 27, 2012** To **October 20, 2012**

Times (Daily Schedule) Field # 1

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 2

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_3:00pm_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 3

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 4

Monday	From_____	To_____
Tuesday	From_____	To_____
Wednesday	From_____	To_____
Thursday	From_____	To_____
Friday	From_____	To_____
Saturday	From_____	To_____
Sunday	From_____	To_____

Times (Daily Schedule) Field # 5

Monday	From_____	To_____
Tuesday	From_____	To_____
Wednesday	From_____	To_____
Thursday	From_____	To_____
Friday	From_____	To_____
Saturday	From_____	To_____
Sunday	From_____	To_____

Times (Daily Schedule) Field # 6

Monday	From_____	To_____
Tuesday	From_____	To_____
Wednesday	From_____	To_____
Thursday	From_____	To_____
Friday	From_____	To_____
Saturday	From_____	To_____
Sunday	From_____	To_____

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.

2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league 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 Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

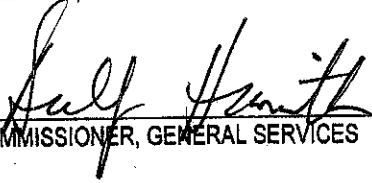
Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

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

D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



COMMISSIONER, GENERAL SERVICES



LEAGUE PRESIDENT (Print or Type Name)

2217 Lovell Ct

STREET ADDRESS

Lexington, KY 40513

CITY STATE ZIP CODE

(502) 559-8289 (502) 368-0357

WORK PHONE HOME PHONE

robertwtucker@gmail.com

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

8/27/2012

DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

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

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INSURED SOUTH LEXINGTON BABE RUTH LEAGUE P.O. Box 23846 Lexington, KY, 40523	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Life Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Nationwide Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Life Insurance Co.		INSURER B: Nationwide Mutual Insurance Co.		INSURER C:		INSURER D:	
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 RE: Owner, manager or lessor of the premises where you conduct practices or games

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

CERTIFICATE HOLDER Lexington Fayette Urban County Government 200 E. Main Street Lexington KY , 40504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

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

CERTIFICATE HOLDER EVIDENCE OF COVERAGE. CANCELLATION SHOULD ANY OF THE THE EXPIRATION DA ACCORDANCE WITH THE AUTHORIZED REPRESENTATIVE. Signature: Scott [unclear].

DOES THIS COVER LFUGG SUFFICIENTLY?

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

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

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

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

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

Name/location of Field # 6:

2. Length of Contract: From August 27, 2012 To October 20, 2012

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.

2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.


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

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

D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



COMMISSIONER, GENERAL SERVICES


STEPHEN A. DAY

LEAGUE PRESIDENT (Print or Type Name)
3508 COPHAS WAY

STREET ADDRESS
LEXINGTON KY 40503

CITY STATE ZIP CODE
(859) 333-4652

WORK PHONE HOME PHONE
DAYDAB3@INSIGHTBB.COM

E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE
8-30-12

DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

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

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

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

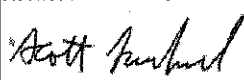
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			RPG-253255-00	12:01AM 02/17/2012	02/01/2013 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-253255-00	12:01AM 02/17/2012	02/01/2013 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT			SPX-253256-00	12:01AM 02/17/2012	02/01/2013 12:01 AM	AD&D \$ 10,000 PRIMARY MEDICAL \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.
 RE: Owner, manager or lessor of the premises where you conduct practices or games

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

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

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

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

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From August 27, 2012 To October 20, 2012

Times (Daily Schedule) Field # 1

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 2

Monday	From_3:00pm_	To_Dark_
Tuesday	From_3:00pm_	To_Dark_
Wednesday	From_3:00pm_	To_Dark_
Thursday	From_3:00pm_	To_Dark_
Friday	From_3:00pm_	To_Dark_
Saturday	From_8:00am_	To_Dark_
Sunday	From_1:00pm_	To_Dark_

Times (Daily Schedule) Field # 3

Monday	From_____	To_____
Tuesday	From_____	To_____
Wednesday	From_____	To_____
Thursday	From_____	To_____
Friday	From_____	To_____
Saturday	From_____	To_____
Sunday	From_____	To_____

Times (Daily Schedule) Field # 4

Monday	From_____	To_____
Tuesday	From_____	To_____
Wednesday	From_____	To_____
Thursday	From_____	To_____
Friday	From_____	To_____
Saturday	From_____	To_____
Sunday	From_____	To_____

Times (Daily Schedule) Field # 5

Monday	From_____	To_____
Tuesday	From_____	To_____
Wednesday	From_____	To_____
Thursday	From_____	To_____
Friday	From_____	To_____
Saturday	From_____	To_____
Sunday	From_____	To_____

Times (Daily Schedule) Field # 6

Monday	From_____	To_____
Tuesday	From_____	To_____
Wednesday	From_____	To_____
Thursday	From_____	To_____
Friday	From_____	To_____
Saturday	From_____	To_____
Sunday	From_____	To_____

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.

2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
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16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



COMMISSIONER, GENERAL SERVICES



LEAGUE PRESIDENT (Print or Type Name)

3329 Hunting Hills Dr

STREET ADDRESS

Lexington Ky 40515

CITY STATE ZIP CODE

859 361 1228

WORK PHONE HOME PHONE

Berge.Jason@gmail.com

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

8/28/2012

DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

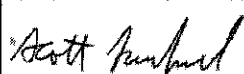
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			RPG-253255-00	12:01AM 03/17/2012	02/01/2013 12:01 AM	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 PARTICIPANT LEGAL LIABILITY \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-253255-00	12:01AM 03/17/2012	02/01/2013 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT			SPX-253256-00	12:01AM 03/17/2012	02/01/2013 12:01 AM	AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000

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

ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

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

CERTIFICATE HOLDER EVIDENCE OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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 **Southeastern Cal Ripken Baseball** hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

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

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

GENERAL TERMS:

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

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

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

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

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

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

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

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

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

Name/location of Field # 7:

2. Length of Contract: From **August 27, 2012** To **October 20, 2012**

Times (Daily Schedule) Field # 1

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 2

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 3

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 4

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 5

Monday	From_3:00pm_	To_Dark__
Tuesday	From_____	To_____
Wednesday	From_____	To_____
Thursday	From_____	To_____
Friday	From_3:00pm_	To_Dark__
Saturday	From_8:00am_	To_Dark__
Sunday	From_1:00pm_	To_Dark__

Times (Daily Schedule) Field # 6

**practice field only*

Monday	From_3:00pm_	To_Dark__
Tuesday	From_3:00pm_	To_Dark__
Wednesday	From_3:00pm_	To_Dark__
Thursday	From_3:00pm_	To_Dark__
Friday	From_____	To_____
Saturday	From_____	To_____
Sunday	From_1:00pm_	To_Dark__

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM

the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
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D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



COMMISSIONER, GENERAL SERVICES




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

STREET ADDRESS
Lexington KY 40515

CITY STATE ZIP CODE
(859) 806-1089

WORK PHONE HOME PHONE
edawalt@insight bb.com

E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE
9-3-12

DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.
 RE: Owner, manager or lessor of the premises where you conduct practices or games

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

CERTIFICATE HOLDER Lexington Fayette Urban County Government 200 E. Main St. Lexington KY , 40504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Scott Pemberton</i>
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Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

Name of Park(s): **Cardinal Run Park / Garden Springs 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: **Garden Springs Teeball Field (practice field only- 2012 exceptions below)**

Name/location of Field # 5: **Garden Springs Babe Ruth Field (practice field only)**

2. Length of Contract: From August 20, 2012 To October 21, 2012

Times (Daily Schedule) Field # 1
GAMES ONLY—NO PRACTICES

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

Times (Daily Schedule) Field # 2
GAMES ONLY—NO PRACTICES

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

Times (Daily Schedule) Field # 3
GAMES ONLY—NO PRACTICES
available for shared use with Western Little League

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

Times (Daily Schedule) Field # 4
PRACTICE ONLY

Monday	From 3:00pm	To Dark
Tuesday	From 3:00pm	To Dark
Wednesday	From 3:00pm	To Dark
Thursday	From 3:00pm	To Dark
Friday	From 3:00pm	To Dark
Saturday	From 9:00am	To Dark
Sunday	From 1:00pm	To Dark

Times (Daily Schedule) Field # 5
PRACTICE ONLY

Monday	From 3:00pm	To Dark
Tuesday	From 3:00pm	To Dark
Wednesday	From 3:00pm	To Dark
Thursday	From 3:00pm	To Dark
Friday	From 3:00pm	To Dark
Saturday	From 3:00pm	To Dark
Saturday	From _____	To _____
Sunday	From _____	To _____

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.
8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM

the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on-site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.

20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

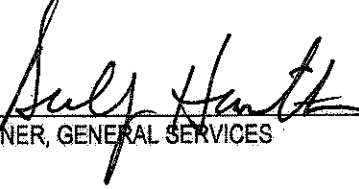
Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

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

D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



COMMISSIONER, GENERAL SERVICES

SEAN CAVINS

LEAGUE PRESIDENT (Print or Type Name)

4321 SOUTHMOOR PARK

STREET ADDRESS

LEXINGTON, KY 40514

CITY STATE ZIP CODE

859-523-3145 859-797-1550

WORK PHONE HOME PHONE

SOUTHWESTPONY@YAHOO.COM

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

9/20/12

DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2012

PRODUCER
Gagliardi Insurance Services, Inc.
28700 Digital Drive
Menlo Park, CA 95037
(408) 414-8100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Southwest Pony League
2620 SW Loop 410
San Antonio, TX 78227

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: New York Marine & General Insurance Corp	
INSURER B: Federal Insurance Company	20281
INSURER C:	
INSURER D:	
INSURER E:	

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 LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation	PK201200000419	3/25/2012	3/25/2013	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ -0-
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					Participant Legal Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PK201200000419	3/25/2012	3/25/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER Youth BB Medical \$250 Ded	9907-0913	3/25/2012	3/25/2013	AD&D/Dental 10,000/3,000 Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS INCLUDED AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NEGLIGENCE OF THE NAMED INSURED. ALL POLICY TERMS AND CONDITIONS AVAILABLE UPON REQUEST.

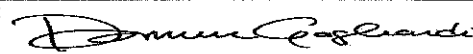
CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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

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

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

GENERAL TERMS:

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

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

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

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

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

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

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

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

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

2. Length of Contract: From August 26, 2012 To October 20, 2012

Times (Daily Schedule) Field # 1
GAMES ONLY—NO PRACTICES

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 2
GAMES ONLY—NO PRACTICES

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 3
GAMES ONLY—NO PRACTICES

available for shared use with Southwest Pony Baseball League

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 4

Monday	From_3:00pm_	To_Dark_
Tuesday	From_3:00pm_	To_Dark_
Wednesday	From_3:00pm_	To_Dark_
Thursday	From_3:00pm_	To_Dark_
Friday	From_3:00pm_	To_Dark_
Saturday	From_8:00am_	To_Dark_
Sunday	From_1:00pm_	To_Dark_

Times (Daily Schedule) Field # 5

Monday	From_3:00pm_	To_Dark_
Tuesday	From_3:00pm_	To_Dark_
Wednesday	From_3:00pm_	To_Dark_
Thursday	From_3:00pm_	To_Dark_
Friday	From_3:00pm_	To_Dark_
Saturday	From_8:00am_	To_Dark_
Sunday	From_1:00pm_	To_Dark_

Times (Daily Schedule) Field # 6

Monday	From_3:00pm_	To_Dark_
Tuesday	From_3:00pm_	To_Dark_
Wednesday	From_3:00pm_	To_Dark_
Thursday	From_3:00pm_	To_Dark_
Friday	From_3:00pm_	To_Dark_
Saturday	From_8:00am_	To_Dark_
Sunday	From_1:00pm_	To_Dark_

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

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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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 - Mow outside complex (limited schedule)
 Franchise League will provide the following services:
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12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.

20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

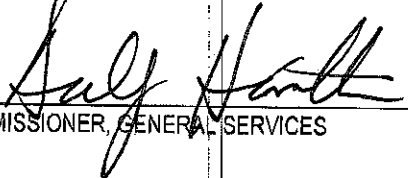
Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

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

D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



COMMISSIONER, GENERAL SERVICES

Robert Gerald Gordon
LEAGUE PRESIDENT (Print or Type Name)

2820 Ashbrooke Drive
STREET ADDRESS

Lexington Ky 40513
CITY STATE ZIP CODE

615-349-6978 859-433-1891
WORK PHONE HOME PHONE

rgeraldgordon@gmail.com
E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

8/31/12
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

CERTIFICATE OF LIABILITY INSURANCE

DATE 3/23/12

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

CERTIFICATE # 3170320-2

1 17 03

ADDITIONAL NAMED INSURED:

WESTERN LL
 JEFF NASH
 1209 SEBRING LN
 LEXINGTON KY 40513

INSURERS AFFORDING COVERAGE:

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

COVERAGES

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

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
A	X	GENERAL LIABILITY	9472464	1/20/2012	1/01/2013	EACH OCCURRENCE \$1,000,000	
		X OCCURRENCE				GENERAL AGGREGATE \$2,000,000	
		X INCL. PARTICIPANTS				Property Damage Deductible: \$250	PRODUCTS/COMP OPS AGGREGATE \$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE \$1,000,000	
		MEDICAL PAYMENTS				SEXUAL ABUSE AGGREGATE \$2,000,000	
A		DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	EACH LOSS \$1,000,000	
						AGGREGATE \$1,000,000	
A	X	CRIME COVERAGE	010008411	1/01/2012	1/01/2013	EACH LOSS \$35,000	
						Crime Deductible: \$250 Property/\$1,000 Money	AGGREGATE NONE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2012	1/01/2013	As in Master Policy Med. Max. \$100,000 Ded. \$50	

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

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

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

1 RED

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE