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

FACILITY USAGE AGREEMENT

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

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the <u>Bluegrass Girls</u>

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:

- 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.
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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.
- 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

ngth of Contract:	From August 2/, 2	OLS TO OCIO	Der 20, 20 (2	
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Schedule) Field #3		Times (Daily	Schedule) Field #4	
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NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). It the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- 2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
- The League must submit a certificate of all insurances to the Division Athletics Department before the first use
 of the facility each season. The Lexington Fayette Urban County Government must be included as an
 Additional Insured.
- 4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
- 5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
- 6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
- 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 fournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
- 16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
- 17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
- 18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
- 19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators:

21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.
Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the

Any 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 REGREATION

LEAGUE PRESIDENT (Pint or Type Name)

745 Subject France

STREET ADDRESS

LIGHT STATE

ZIP CODE

WORK PHONE

HOME PHONE

LAUTHUM SU (2015)

LEAGUE PRESIDENT SIGNATURE

BY 948 SSUL BS9-338-73 U

WORK PHONE

HOME PHONE

LAUTHUM SU (2015)

LEAGUE PRESIDENT SIGNATURE

BY 27-12

DATE

MAYOR, LEXINGTON-FAYETTE LIRBAN COUNTY GOVERNMENT

ATTEST



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.

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

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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		Times (Daily	Schedule) Field # 2	
Monday Tuesday Wednesday Thursday Friday Saturday	From_3:00pm*_ From_3:00pm*_ From_3:00pm*_ From_3:00pm*_ From_3:00pm*_ From_8:00am**	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark	Monday Tuesday Wednesday Thursday Friday Saturday	From_3:00pm*_ From_3:00pm*_ From_3:00pm*_ From_3:00pm*_ From_3:00pm*_ From_8:00am**	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark
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	ay games start at 4			lay games start at 4.	
**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		Times (Daily Schedule) Field # 4			
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark	
Times (Daily	Schedule) Field # 5		Times (Daily	Schedule) Field # 6		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From	To To To To To To To To To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From From	To To To To To To To To To To	

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

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- 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.
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Franchise League will provide the following services:

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- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
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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.

- 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		_	
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DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESI		t or Type Name)
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Half Hant	Lexintry	W	40509
COMMISSIONER, GENERAL SERVICES	CITY	STATE	ZIP CODE
/	754.3204	6	543-8941
	WORK PHONE		HOME PHONE
			nera Windstream and
	E-MAIL ADDRES	35/ 1.	
		Nuhr	Same
	LEAGUE PRESI	DENT SIGN	
		UT. 15	15015
	DATE		
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	Γ		
DATE			
ser 11 sa			
ATTEST			

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

COVERAGES

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

	DO'L		TYPE OF INSURANCE	POLICY NUMBER	POLICY REFECTIVE DATE MINIDD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY		JMITS
IN	ISHD	<u> </u>			SOUR DIRECTOR	<	EACH OCCURRENCE	\$1,000,000
		ļ.,,	GENERAL LIABILITY	and to record the def	1/03/2012	1/01/2013	GENERAL AUGREGATE	\$2,000,000
X	<		OCCURRENCE	9472464	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
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			MEDICAL PAYMENTS		T		EACH LOSS	\$1,000,000
ı			DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	AGGREGATE	\$1,000,000
			and the second s	010008411	1/01/2012	1/01/2013	EACH LOSS	\$35,000
)	Α,		CRIME COVERAGE	Name of the last o	0 Property/\$1,000 Mone	y	AGGREGATE	NONE
_	ν	 8	BPORTS EXCESS ACCIDENT	6RG9105434	1/01/2012	1/01/2013	As in Master Policy Med. Mex. \$100,600 Dad. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

Who is an insured (SEOTION 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's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League's maintenance or use of ball fields. 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 CAGANIZATION:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

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

CERTIFICATE OF LIABIL	CERTIFICATE OF LIABILITY INSURANCE Keystone Risk Managers, LLC		
•			
995 Point Township Drive Northumberland, PA 17867	14, 33, 38,43	1,000	1 17 03
DITIONAL HAMED INSURED:		INSURERS A	FFORDING COVERAGE:
LEXINGTON EASTERN	AMERICAN LL	, i i i i i i i i i i i i i i i i i i i	LEXINGTON INSURANCE COMPANY
BRAD NEWSOME 300 CASSIDY AVE	The second second second second second second second second second second second second second second second se	I INSURER B:	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
LEXINGTON	KY 40502		,
	,	INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

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AOD'L INSPO	T	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	1	LIMITS
TARRES OF	 	GENERAL LIABILITY		· · · · · · · · · · · · · · · · · · ·	<u> </u>	EACH OCCURRENCE	\$1,000,000
X	X	OCCURRENCE	9472464	1/03/2012	1/01/2013	GENERALAGGREGATE	#2,000,000
*		INCL. PARTICIPANTS	Property Damage Dedu	ctible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
				**************************************		SEXUAL ABUSE OCCURRENCE	\$1,000,000
	X	SEXUAL ABUSE				SEXUAL ABURE AGGREGATE ANY ONE PERSON	\$2,000,000
		MEDICAL PAYMENTS	***************************************			PERSON	
	1					EACH LOSS	\$1,000,000
e de la companya de l		DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	AGGREGATE	\$1,000,000
Х		CRIME COVERAGE	010008411	1/01/2012	1/01/2013	EACH LOSS	\$35,000
		OHIME OOVERME	Crime Deductible: \$250	AGGREGATE	NONE		
Х	8	SPORTS EXCESS ACCIDENT	SRQ9105434	1/01/2012	1/01/2013	As in Master Policy Med. Max. \$100,000 Ded. \$50	Aş in Master Policy Excess

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LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

/ (RED	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE
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South Williamsport, PA 17702	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:

- 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 Fastplcth 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

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Schedule) Field # 1		Times (Daily	Schedule) Field # 2	
From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_ From_ From_5:00pm_ From_3:00pm_	To_Dark To To To To To_Dark To_Dark To_Dark
Schedule) Field # 3		<u>Times (Daily</u>	Schedule) Field # 4	
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From From From From From From From	To To To To To To To To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	FromFr	To To To To To To To To To
	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_ Schedule) Field # 3 From_ F	Schedule) Field # 1 From_3:00pm_ From_3:00pm_ From_3:00pm_ To_11:00pm_ From_3:00pm_ To_11:00pm_ From_3:00pm_ To_11:00pm_ From_8:00am_ To_11:00pm_ From_1:00pm_ To_11:00pm_ To_1	Schedule) Field # 1 Times (Daily) From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ To_11:00pm_ From_3:00pm_ To_11:00pm_ From_3:00pm_ To_11:00pm_ Friday From_3:00pm_ To_11:00pm_ Friday From_8:00am_ From_1:00pm_ From_1:00pm_ From_1:00pm_ To_11:00pm_ Saturday Saturday From_1:00pm_ To_11:00pm_ From_1:00pm_ To_11:00pm_ Sunday From_1:00pm_ To_11:00pm_ From_1:00pm_ To_11:00pm_ Sunday Monday From_1:00pm_ To_1:00pm_ From_1:00pm_ To_1:00pm_ Sunday From_1:00pm_ To_1:00pm_ From_1:00pm_ From_1:00pm_ To_1:00pm_ Sunday Times (Daily) From_1:00pm_ To_1:00pm_ Sunday Times (Daily) From_1:00pm_ To_1:00pm_ Sunday Times (Daily) From_1:00pm_ Sunday Times (Daily) <td> Schedule Field # 1 Times (Daily Schedule Field # 2 </td>	Schedule Field # 1 Times (Daily Schedule Field # 2

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- 18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
- 19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

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

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

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

D,	SIGNATURES	
	12 Same	Angela M. Horton
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE DRESIDENT (Print or Type Name)
	/	333 Cricklewood Ct.
	1 01 1 1	STREET ADDRESS
	_ Hug Harelt	Lexination ky 40505
	COMMISSIONER, GENERAL SERVICES	CUTY STATE ZIP CODE
		859-381-3002 859-333-1828
		WORK PHONE HOME PHONE
		uniqua. norten e tayette. kyschools. us
		F-MAIL ADDRESS
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		LEAGUS PRESIDENT SIGNATURE
		<u>()8 25 2012-</u>
		DATE
	MAYOR LEVINGTON FAVORED UPON SOUTH	_
	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	
	DATE	
	ATTEST	
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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.

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

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ACORD 25 (2009/09) INS025 (200909)

Lexington Fastpitch Softball

533 Cricklewood Ct. Lexington, KY 40505

Alexand James and

AUTHORIZED REPRESENTATIVE

Terri Tomasik/AMZ



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

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Fayette County Public Schools					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
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ACORD 25 (2009/09) INS025 (200909)

Lexington, KY 40502

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AUTHORIZED REPRESENTATIVE

Terri Tomasik/AMZ

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 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: Mariboro 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 S	Schedule) Field # 1		Times (Daily Schedule) Field # 2			
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To Dark To Dark To Dark To Dark To Dark To Dark To Dark To Dark	
Times (Daily :	Schedule) Field #3		Times (Daily !	Schedule) Field #4		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_1:00pm_	To_Dark_ To_Dark_ To_Dark_ To_Dark_ To_Dark_ To_Dark_ To_Dark_	
Times (Daily	Schedule) Field # 5		Times (Daily	Schedule) Field # 6		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	FromFro	To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From	To To To To To To To	

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

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

- Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
- 11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
- 12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.
- 13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
- 14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
- 15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
- 16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences 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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SIGNATURES		
2 Elfanted	BILLY HOBB	4
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type	Name)
	306 MANHATT	an Dr.
$A \cdot A \cdot A \cdot A \cdot A \cdot A \cdot A \cdot A \cdot A \cdot A \cdot$	STREET ADDRESS	نسس الرسمون و
pay font	LEX KY	40505
COMMISSIONER, GENERAL SERVICES	CITY STATE	ZIP CODE
/	859-608-90	
	<u>,</u>	PHONE
	hobbs. billy @in	sight 66. com
	E-MAIL ADDRESS	
	LEAGUE PRESIDENT SIGNATURE	
	8/22/12	<u> </u>
	DATE	
•		
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNME	NT	
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DATE		
DAIL		
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ATTEST		
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ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2012

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 I SSUING 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). **Cheryl Pettibone** K&K Insurance Group, Inc. PHONE (A/C, No. Ext): FAX (A/C, No): 800-441-3994 1712 Magnavox Way F-MAII Cheryl.Pettibone@kandkInsurance.com P.O. Box 2338 Fort Wavne CUSTOMER ID#: INSURER(S) AFFORDING COVERAGE NAIC#

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

- 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.
- 2. The facility accement only provides usage of the park facility at the time and location designated herein

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

A. FACILITY:

1. Name of League: South Lexington 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

2. Le	right of Contract.	TOM August Bil						
Times (Daily S	Schedule) Field # 1		Times (Daily S	Schedule) Field # 2				
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NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
- 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.

- 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.
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SIGNATURES	Dalace Tualeac
12 Hansel	RUDELT LUCKER
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Tyge Name)
(/ /	2217 Lovell Ct
	STREET ADDRESS 11 1/0 1/0
1. I In the	1 prington XY 40513
COMMISSIONER, GEMERAL SERVICES	CITY STATE ZIP CODE
COMMISSIONER, SEMENAL SERVICES	(059) (59-9789 1969) 218-1257
*	WORK PHONE HOME PHONE
	E-MAL ADDRESS
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	8/27/2012
	DATE
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERN	IMENT
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ATTEST	

ACORD.

PRODUCER

K&K Insurance Group, Inc.

1712 Magnavox Way

P.O. Box 2338

CERTIFICATE OF LIABILITY INSURANCE

CONTACT NAME:

F-MAII

PHONE (A/C, No. Ext):

Cheryl Pettibone

Cheryl.Pettlbone@kandkinsurance.com

800-441-3994

DATE (MM/DD/YYYY) 2/6/2012

FAX (A/C, No):

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 I SSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/6/2012

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 ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE I SSUING INSURER(S), AUTHORIZED EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 ileu of such endorsement(s). **Cheryl Pettibone** PHONE (A/C, No. Ext): K&K Insurance Group, Inc FAX (A/C, No): 800-441-3994 1712 Magnavox Way E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com P.O. Box 2338 PRODUCER CUSTOMER ID #: Fort Wayne NAIC # INSURER(S) AFFORDING COVERAGE INSURED INSURER A: Nationwide Life Insurance Co. INSURER B: Nationwide Mutual Insurance Co. SOUTH LEXINGTON BABE RUTH LEAGUE INSURER C: P.O. Box 23846 INSURER D 40523 Lexinaton, KY. **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE I NSURANCE 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. ADDL SUBR POLICY EFF | POLICY EXP LOUITE POLICY NUMBER TYPE OF INSURANCE \$1,000,000 EACH OCCURRENCE GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Éa occurrence) X COMMERCIAL GENERAL LIABILITY 300,000 MED EXP (Any one person) 5,000 CLAIMS-MADE X OCCUR 12:01AM 02/01/2012 02/01/2013 02/01/2012 12:01 AM PERSONAL & ADVINJURY \$1,000,000 RPG-253255-00 GENERAL AGGREGATE \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY POLICY PROJECT Loc \$1,000,000 COMPINED SINGUETIMI \$1,000,000 AUTOMOBILE LIABILITY (Es Accident) ANY AUTO BODILY INJURY (Per person) BODILY INJURY (Per accident) ALL OWNED AUTOS 12:01AM 02/01/2013 PROPERTY DAMAGE (Per accident) SCHEDULED AUTOS RPG-253255-00 02/01/2012 HIRED AUTOS NON-OWNED AUTOS UMBRELLA LIAB OCCUR **FACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABLITY ANY PROPRIETORS HIP PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? OTHER TORY LIMITS Y/N E.L. EACH ACCIDENT N// EXCLUDEDY IN NH)

If yes, describe under

DESCRIPTION OF OPERATIONS below F.L. DISPASE - PA EMPLOYEE E.L. DISEASE - POLICY LIMIT PARTICIPANT ACCIDENT 12:01AM 02/01/2013 10,000 AD&D PRIMARY MEDICAL SPX-253256-00 02/01/2012 12:01 AM 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 CANCELLATION SHOULD ANY OF THE ! COVER LFUCG EVIDENCE OF COVERAGE ED BEFORE THE EXPIRATION DA VERED IN AUTHORIZED REPRESENTA SUFFICIENTLY ? ACCORDANCE WITH TH

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

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		Times (Dally	Schedule) Field # 2	
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_
Times (Daily	Schedule) Field #3		Timés (Daily	Schedule) Field #4	
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00pm From 3:00pm From 3:00pm From 3:00pm From 3:00pm From 8:00am From 1:00pm	To Dark To Dark To Dark To Dark To Dark To Dark To Dark To Dark
Times (Daily	Schedule) Field # 5		Times (Daily	Schedule) Field # 6	
Monday Tuesday Wednesday Thursday Friday Saturday	From	To Dark To Dark To Dark To Dark To Dark To	Monday Tuesday Wednesday Thursday Friday Saturday	From From From From From From From	To To To To To
Sunday	From	To	Sunday	From	To

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

B. MAINTENANCE AND CONSTRUCTION OF PIELDS AND STRUCTURES

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

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

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

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

- 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, speciators, 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.

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	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name	: :
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		8-30-12	· · · · · · · · · · · · · · · · · · ·
		DATE	
	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMEN	ा ·	
	DATE		
	ATTEST		

ACORD,

PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

CONTACT

Chervi Pettibone

DATE (MM/DD/YYYY) 2/22/2012

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 I SSUING 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).

K&K Insurance Group, Inc 1712 Magnavox Way P.O. Box 2338				PHONE (A/C, No. Ext): 800-441-3994 FAX (A/C, No):				
				E-MAIL Cheryl.Pettibone@kandkinsurance.com PRODUCER				
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	O. Box 24236		•		INSURER D:			
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	OVERAGES			CATE NUMBER:			REVISION NUMBER:	
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	GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000
В	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	CLAIMS-MADE X OCCUR				12:01AM	00/04/0040	MED EXP (Any one person)	\$ 5,000
			İ	RPG-253255-00	02/17/2012	02/01/2013 12:01 AM	PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	\$1,000,000
	POLICY PROJECT LOC						PARTICIPANT LEGAL LIABILITY	\$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Es Accident)	\$1,000,000
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	EXCLUDED? (Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE POLICY LIMIT	
A	PARTICIPANT ACCIDENT			SPX-253256-00	12:01AM 02/17/2012	02/01/2013 12:01 AM	AD&D PRIMARY MEDICAL	\$ 10,000 \$ 250,000
THI,	ECERTIFICATE HOLDER IS AN ADDITION OWNER, manager or lessor of the premises where you	IANC	_ INS	URED, BUT SOLELY	Schedule if mo WITH RESPE	CT TO THE	(red) OPERATIONS OF THE NAME	D INSURED.
ABL	USE/MOLESTATION: \$1,000,000 PER OC	CUR	REN	CE/\$2.000.000 AGGR	EGATE			
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	Lexington Fayette Co Government 200 E. Main Street Lexington KY , 4050	•	/ Urba	an Count	THE EXPIRAT	ION DATE	TE DESCRIBED POLICIES BE CA THEREOF, NOTICE WILL BE DLICY PROVISIONS.	
	Lexington KT, 4000	7			AUTHORIZED RE	PRESENTATIVE		
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Lexington-Fayette Urban County Government Division of Parks and Recreation 469 Parkway Drive Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

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

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

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- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction...

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 S	Schedule) Field # 1		Times (Dally Schedule) Field # 2		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_DarkTo_DarkTo_DarkTo_DarkTo_DarkTo_DarkTo_Dark
Times (Daily S	Schedule) Field #3		Times (Daily S	Schedule) Field #4	
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From		Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From	To To
Times (Daily S	Schedule) Field # 5		Times (Daily	Schedule) Field # 6	
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NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

- Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks
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 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.
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- 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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- 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.
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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.

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SIGNATURES	Jason Berge					
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)					
DISECTOR, DISTORATION OF LARIES AND SECRETATION	3329 Hunting Hills pr					
	STREET ADDRESS					
1 11 //- 1/-	4					
- Hull Hant	CEXAGE ICY 40515					
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE					
1	Fr9 36 / 1228					
	WORK PHONE HOME PHONE					
	Denger Jasin Ogmathern					
	E-MAIL ADDRESS					
#	LEASUE PRESIDENT SIGNATURE					
	8/28/2012					
	DATE					
Andrews and the second						
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERN	IMENT					
DATE						
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ACORD,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/21/2012

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 I SSUING 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 SU BROGATION 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).

	ICER				CONTACT NAME:	Chervi	Pettibone		
P.Q. E	Insurance Group, Inc				PHONE	800-44	1 2004	AX	
	1712 Magnavox Way				(A/C, No. Ext): E-MAIL		ttlbone@kandkinsurance.	A/C, No):	
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:OUT	HEASTERN BABE RUTH LEAGUE				INSURER B:	****	vide Mutual Insuran		
	Sox 23915				INSURER C:				
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1				-		12.01 AW	THE PIONE		\$ 250,000

ACORD_{TM}

PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

CONTACT

Cheryl Pettibone

DATE (MM/DD/YYYY) 3/21/2012

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K&K Insurance Group, inc				PHONE (A/C, No. Ext): 800-441-3994 (A/C, No):				
1712 Magnavox Way P.O. Box 2338					E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com			
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							ORDING COVERAGE	NAIC#
INS	SURED	•			INSURER A:	Nationv	vide Life Insurance Co.	
SC	OUTHEASTERN BABE RUTH LEAGUE				INSURER B:	Nationv	vide Mutual Insurance Co.	
Ρ.	O. Box 23915				INSURER C:			
Le	exington, KY, 40523				INSURER D:			
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Lexington-Fayette Urban County Government Division of Parks and Recreation 469 Parkway Drive Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

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		Times (Daily	Schedule) Field # 2	
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_
Times (Daily	Schedule) Field #3		Times (Daily	Schedule) Field # 4	
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_
Times (Daily S	Schedule) Field # 5		Times (Daily *practice fie	Schedule) Field # 6 eld only	
Monday Tuesday Wednesday Thursday Friday Saturday	From_3:00pm_ From_ From_ From_3:00pm_ From_8:00am_	To_ Dark To To To To_ Dark To_ Dark	Monday Tuesday Wednesday Thursday Friday Saturday	From_3:00pm From_3:00pm From_3:00pm From_3:00pm From From	To_Dark To_Dark To_Dark To_Dark To_Dark To
Sunday	From_ 1:00pm_	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

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

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

- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- 2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
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- the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
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SIGNATURES

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DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
COMMISSIONER, GENERAL SERVICES	STREET ADDRESS Lexing ton KY 40515 CITY STATE ZIP CODE (859) 806-1089 WORK PHONE HOME PHONE E-MAIL ADDRESS
	LEAGUE PRESIDENT SIGNATURE
	6
# [†] .	DATE
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMEN	T
DATE	
ATTEST	

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/29/2012

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 I SSUING 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). Cheryl Pettibone PHONE (A/C, No. Ext): K&K Insurance Group, Inc. 800-441-3994 FAX (A/C, No): 1712 Magnavox Way Cheryl.Petfibone@kandkinsurance.com PRODUCER CUSTOMER ID #: P.O. Box 2338 **Fort Wayne** INSURER(S) AFFORDING COVERAGE NAIC # INSURED INSURER A: Nationwide Life Insurance Co. INSURER B Nationwide Mutual Insurance Co. SOUTHEASTERN CAL RIPKEN LEAGUE INSURER C: P.O. Box 23466 INSURER D: Lexington, KY, 40523 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. ADDL SUBR POLICY EFF | POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) INSE TYPE OF INSURANCE **POLICY NUMBER** GENERAL LIABILITY EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED COMMERCIAL GENERAL LIABILITY \$ 300,000 PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR MED EXP (Any one person) 5,000 12:01AM 02/01/2013 RPG-253255-00 PERSONAL & ADV INJURY \$1,000,000 02/26/2012 12:01 AM GENERAL AGGREGATE \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS-COMP/OP AGG \$1,000,000 PROJECT POLICY PARTICIPANT LEGAL LIABILITY \$1,000,000 OMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$1,000,000 (Ea Accident) ANY AUTO BODILY (NJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) 12:01AM 02/01/2013 PROPERTY DAMAGE SCHEDULED AUTOS 02/26/2012 RPG-253255-00 12:01 AM HIRED AUTOS X NON-OWNED AUTOS UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABLITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? WC STATU-TORY LIMITS OTHER Y/N E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE (Mandatory In NH) yes, describe under ESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT PARTICIPANT ACCIDENT 12:01AM 10.000 02/01/2013 AD&D 02/26/2012 SPX-253256-00 PRIMARY MEDICAL 12:01 AM 250,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 181 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 CANCELLATION Lexington Fayette Urban County SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Government THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELI VERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 200 E. Main St. Lexington KY, 40504 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 <u>Southwest Lexington Pony Baseball</u> hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

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

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

GENERAL TERMS:

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

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

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

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

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

	Schedule) Field # 1 YNO PRACTICES	3	Times (Daily Schedule) Field # 2 GAMES ONLY—NO PRACTICES			
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_	
GAMES ONL	Schedule) Field # 3 Y—NO PRACTICES pared use with Western		Times (Daily Schedule) Field #4 PRACTICE ONLY			
Monday Tuesday Wednesday Thursday Friday Saturday Sunday Times (Daily PRACTICE O	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_8:00am_ From_1:00pm_ Schedule) Field #5	To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_ To_11:00pm_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_9:00am_ From_1:00pm_	To_Dark_ To_Dark_ To_Dark_ To_Dark To_Dark To_Dark To_Dark To_Dark	
Monday Tuesday Wednesday Thursday Friday Saturday Saturday Sunday	From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_3:00pm_ From_ From_ From_	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark 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.
- 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 imigation systems
 - Provide trash cans and pionic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)

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

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

- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
- 21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

SIGNATURES

-Phreneek	SEAN CAVINS
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
	432 SOUTHWOOR PARK
A = A + A + A + A + A + A + A + A + A +	STREET ADDRESS
Hull Hant	LEXINGTON, KY 40914
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
/	859-523-3146 859-797-1650
	WORK PHONE HOME PHONE
	SOUTHWESTPONY@YAHOO.COM
,	E-MAIC ADDRESS
	(Many (down)
•	LEAGUE PRESIDENT SIGNATURE
	9/20/12
	DATE
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MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNM	MENT
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DATE	ı
ATTEST	

ERTIFICATE HOLDER	CANCELLATION
Lexington Fayette Urban County Government 200 East Main Street Lexington, KY 40504-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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

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

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

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

GENERAL TERMS:

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

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

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

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

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			Times (Daily Schedule) Field # 2 GAMES ONLY—NO PRACTICES		
Monday Tuesday	From_3:00pm_ From_3:00pm	To_11:00pm_ To_11:00pm_	Monday Tuesday	From_3:00pm_ From_3:00pm_	To_11:00pm_ To_11:00pm_
Wednesday	From 3:00pm	To_11:00pm_	Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_	Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_	Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am	To_11:00pm_	Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_	Sunday	From_1:00pm_	To_11:00pm_
GAMES ONL	S <u>chedule)</u> Field # YNO PRACTIO	ES		Schedule) Field # 4	
available for sh	ared use with South	west Pony Baseball Leagu	e	•	
Monday	From_3:00pm_	To_11:00pm_	Monday	From_3:00pm_	To_Dark
Tuesday	From_3:00pm_	To_11:00pm_	Tuesday	From_3:00pm_	To_Dark
Wednesday	From_3:00pm_	To_11:00pm_	Wednesday	From_3:00pm_	To_Dark
Thursday	From_3:00pm	To_11:00pm_	Thursday	From_3:00pm_	To_Dark
Friday	From_3:00pm_	To_11:00pm_	Friday	From_3:00pm_	To_Dark
Saturday	From_8:00am_	To_11:00pm_	Saturday	From_8:00am_	To_Dark
Sunday	From_1:00pm	To_ 11:00pm_	Sunday	From_1:00pm_	To_Dark
Times (Daily Schedule) Field # 5			Times (Daily Schedule) Field # 6		
Monday	From_3:00pm_	To_Dark	Monday	From_3:00pm_	To_Dark
Tuesday	From_3:00pm	To_Dark	Tuesday	From_3:00pm_	To_Dark
Wednesday	From_3:00pm	To_ Dark	Wednesday	From_3:00pm_	To_Dark
Thursday	From_3:00pm	To_Dark	Thursday	From_3:00pm_	To_Dark
Friday	From_3:00pm	To_Dark	Friday	From_3:00pm_	To_Dark
Saturday	From_8:00am_	To_Dark	Saturday	From_8:00am_	To_Dark
Sunday	From_1:00pm	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

- 1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility.

 Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
- Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of 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
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- 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

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 of the facility each season. The Lexington Fayette Urban County Government must be included as an
 Additional Insured.
- 4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
- 5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
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 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.
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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 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, PIVISION OF PA	fall	Robert Gerald Gordon LEAGUE PRESIDENT (Print or Type Name) 2820 Ashbrooke Drive STREET ADDRESS Lexington Ky 40513 CITY STATE ZIP CODE 1015-349-1978 B59-433-1891 WORK PHONE HOME PHONE FORVALDOROSS LEAGUE PRESIDENT SIGNATURE 8/31/12 DATE
MAYOR, LEXINGTON-FAYET	TE URBAN COUNTY GOVERNMEN	NT
DATE		
ATTEST		

CERTIFICATE OF LIABILIT	DATE	3/23/12			
Keystone Risk Managers, LLC 1995 Point Township Drive	CERTIFICAT	CERTIFICATE # 3170320-2			
Northumberland, PA 17867		1 17 03			
TIONAL NAMED INSURED:		INSURERS A	INSURERS AFFORDING COVERAGE:		
WESTERN LL JEFF NASH		INSURER A:	LEXINGTON INSURANCE COMPA		
1207 SEBRING LN			NATIONAL UNION FIRE INSURAN COMPANY OF PITTSBURGH, PA		
LEXINGTON	KY 40513				
		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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY		LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
1	X	X OCCURRENCE	9472464	1/20/2012	1/01/2013	GENERAL AGGREGATE	\$2,000,000
		X INCL. PARTICIPANTS	Property Damage Dedu	ctible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE SEXUAL ABUSE	\$1,000,000
·		MEDICAL PAYMENTS				AGGREGATE ANY ONE PERSON	\$2,000,000
A)	DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	EACH LOSS	\$1,000,000
						AGGREGATE	\$1,000,000
Α	x	CRIME COVERAGE	010008411	1/01/2012	1/01/2013	EACH LOSS	\$35,000
		Crime Deductible: \$250 Property/\$1,000 Money				AGGREGATE	NONE
В	Х	SPORTS EXCESS ACCIDENT	SRG9105434	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 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

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