

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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and Western Little League ("the League"), a Kentucky non-profit corporation with an address of 2000 Parkers Mill Rd., for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community.** Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darlene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhaley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
 - c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
 - d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
 - e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
 - f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

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

Name/location of Field # 2: Cardinal Run Field 5

Name/location of Field # 3: Cardinal Run 2 (shared with Southwest Pony)

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

Name/location of Field #7: Cardinal Run Field 6 (shared with Bluegrass Fastpitch)

Western Little League)

EXCEPTION(S)
At Cardinal Run Park
NSA Tournament June 17-18 Fields 2 & 6
NSA Tournament June 24-25 Fields 2 & 6
NSA Tournament July 29-30 Fields 2 & 6
NSA Tournament August 26-27 Fields 2 & 6
BGSG TBD

Length of Spring Contract: From March 1, 2017 To July 31, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

Times (Daily Schedule) Field # 7

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

- b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

EXCEPTION(S)

At Cardinal Run Park

NSA Tournament
June 17-18 Fields 2 & 6NSA Tournament
June 24-25 Fields 2 & 6NSA Tournament
July 29-30 Fields 2 & 6NSA Tournament
August 26-27 Fields 2 & 6

BGSG TBD

Name of League: Western Little LeagueName of Park(s): Cardinal Run Park/ Wolf Run ParkName/location of Field # 1: Cardinal Run Field 1Name/location of Field # 2: Cardinal Run Field 5Name/location of Field # 3: Cardinal Run 2 (shared with Southwest Pony)Name/location of Field # 4: Wolf Run Major League FieldName/location of Field # 5: Wolf Run Minor League FieldName/location of Field # 6: Wolf Run T-Ball FieldName/location of Field #7: Cardinal Run Field 6 (shared with Bluegrass Fastpitch & Western Little League)Length of Fall Contract: From August 14, 2017 To October 23, 2017Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

Times (Daily Schedule) Field # 7

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

- c. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- d. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- e. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to

hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:
 - i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
 - i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs within game fields
 - v. Aerating within game fields


VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT



LEAGUE PRESIDENT (Print or Type Name)

1277 Standish Ln Wg

STREET ADDRESS

Lexington

ky

40504

CITY

STATE

ZIP CODE

DATE

2/15/17

859-489-8088

WORK PHONE

HOME PHONE

president@willbb.com

E-MAIL ADDRESS

LEAGUE PRESIDENT SIGNATURE

DATE

2/15/17

X:\Cases\GENERAL\17-CC0063\CONT\00561954.DOC

Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 DIVISION OF PARKS AND RECREATION
 469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game									
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost		

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game									
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost		

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game									
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost		

Please complete additional sheets as needed to provide information for all divisions.

Appendix B

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

LEAGUE FINANCIAL REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name _____

Total Number of League Participants _____

Number of Scholarships Awarded _____ Cost of Scholarships Awarded _____

Total Number of Games (Season & Tournaments) _____

Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income

Registration Fees (Sum of All Divisions): _____

Booster Fees (Sum of All Divisions): _____

Concession Revenue: _____

Fundraising Revenue: _____

Donations/Scholarships: _____

Other / _____:

Other / _____:

Other / _____:

Total Income: _____

League Expense (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____

Fundraising Expenses: _____

Paid Staff/ _____:

Other / _____:

Other / _____:

Other / _____:

Other / _____:

Other / _____:

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator: Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director *J Hancock*

Date: 5/5/2011

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

Purpose:

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope:

All Parks and Recreation leaders, participants and fans/spectators.

Policy

See attached policy

Resource(s)

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors	Date: 5/3/2011	Result: REVISED from original
Reviewer:	Date:	Result: no change revise discard
Reviewer:	Date:	Result: no change revise discard
Reviewer:	Date:	Result: no change revise discard

PARKS & RECREATION LEXINGTON, KY

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship; the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight." Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

A. Leaders

First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

First Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.

Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Third Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation-leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Appendix D

PARKS & RECREATION LEXINGTON, KY

Policy: Participant Protection

Policy Number: 1.4.1-2012

Page: 1 of 4

Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by:

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchisees, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

- staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.
6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
 7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays, they should be of the same gender and similar age.
 8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
 9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
 10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
 11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
 12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
 13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
 14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(5)(c) & KRS 620.030 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-587-2331 or another agency as identified above.

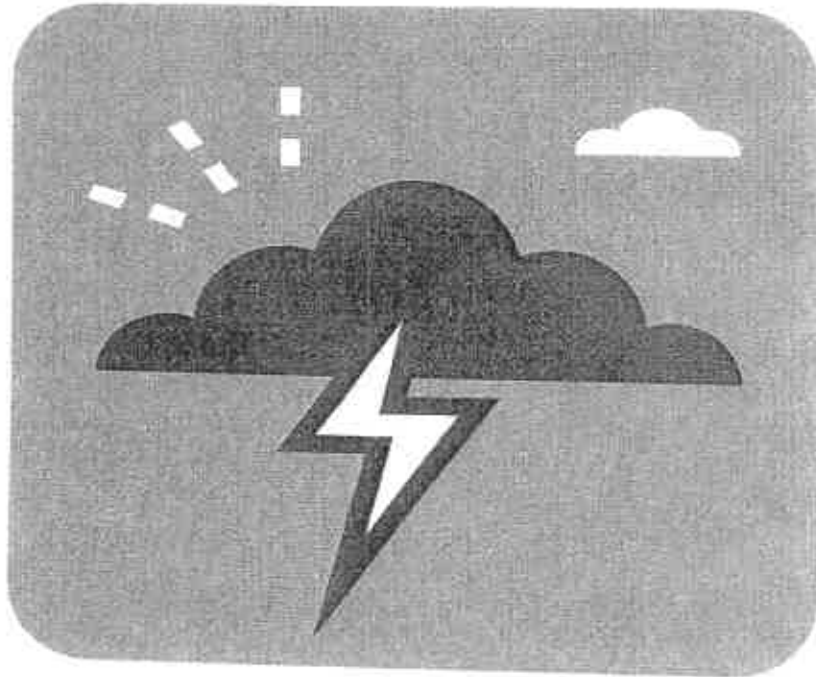
All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (502) 258-2953 and/or email Deputy Director of Parks at ccapender@dpwr.ky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect you should call the child protection hotline for help on whether a specific incident must be reported. KRS 620.050(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a [child abuse and neglect booklet](#) to help with additional questions that is available on line:

<http://chfs.ky.gov/hr/resources/0954fd14-e494-4055-9c10-88c0d433f8e90/childabuseandneglectbooklet.pdf>

Appendix E



Lexington-Fayette Urban County Government Division of Parks and Recreation

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

SEVERE WEATHER POLICY

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and Northern Cal Ripken ("the League"), a Kentucky non-profit corporation with an address of 612 Bryanwood Pkwy, for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community**. Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darliene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhaley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth

- sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.
- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
 - c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
 - d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
 - e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
 - f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
 - g. The League shall abide by all local, state, and federal laws and regulations.
 - h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
 - i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
 - j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
 - c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
 - d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
 - e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
 - f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

Name of League: Northern Cal Ripken

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

Name/location of Field # 1: Kenawood Field 1

Name/location of Field # 2: Kenawood Field 2

Name/location of Field # 3: Kenawood Field 3

Name/location of Field # 4: Marlboro Field

Name/location of Field # 5: Mary Todd Field

Name/location of Field # 6: _____

<u>EXCEPTION(S)</u>

Length of Spring Contract: From March 1, 2017 To July 31, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

Name of League: Northern Cal Ripken

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

Name/location of Field # 1: Kenawood Field 1

Name/location of Field # 2: Kenawood Field 2

Name/location of Field # 3: Kenawood Field 3

Name/location of Field # 4: Marlboro Field

Name/location of Field # 5: Mary Todd Field

Name/location of Field # 6: _____

EXCEPTION(S)

Length of Fall Contract: From August 14, 2017 To October 23, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- c. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change
- d. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- e. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
- i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs within game fields
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner

as if such unenforceable or inapplicable provision had never been contained herein.

- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

Ty BROWN

LEAGUE PRESIDENT (Print or Type Name)

674 MINT HILL LN

STREET ADDRESS

LEXINGTON

KK

40509

CITY

STATE

ZIP CODE

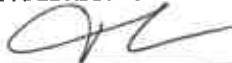
859-619-7234

WORK PHONE

HOME PHONE

TY SELLS HOUSES @GMAIL.COM

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

2-15-17

DATE

Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 DIVISION OF PARKS AND RECREATION
 469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

Please complete additional sheets as needed to provide information for all divisions.

Appendix B

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

LEAGUE FINANCIAL REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name _____
Total Number of League Participants _____
Number of Scholarships Awarded _____ Cost of Scholarships Awarded _____
Total Number of Games (Season & Tournaments) _____
Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income

Registration Fees (Sum of All Divisions): _____
Booster Fees (Sum of All Divisions): _____
Concession Revenue: _____
Fundraising Revenue: _____
Donations/Scholarships: _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____

Total Income: _____

League Expense (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____
Fundraising Expenses: _____
Paid Staff/ _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator: Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director *J. Hancock*

Date: *6/5/2011*

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

Purpose:

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope:

All Parks and Recreation leaders, participants and fans/spectators.

Policy:

See attached policy

Resource(s):

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors	Date: 5/3/2011	Result: REVISED from original
Reviewer:	Date:	Result: no change revise discard
Reviewer:	Date:	Result: no change revise discard
Reviewer:	Date:	Result: no change revise discard

PARKS & RECREATION LEXINGTON, KY

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship; the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight." Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

A. Leaders

First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

First Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.

Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Third Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Revised May 2011

Today's Date: 03/06/2012

Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by: 

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchisees, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

- staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.
6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
 7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays, they should be of the same gender and similar age.
 8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
 9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
 10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
 11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
 12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
 13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
 14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(6)(c) & KRS 620.030 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-527-2331 or another agency as identified above.

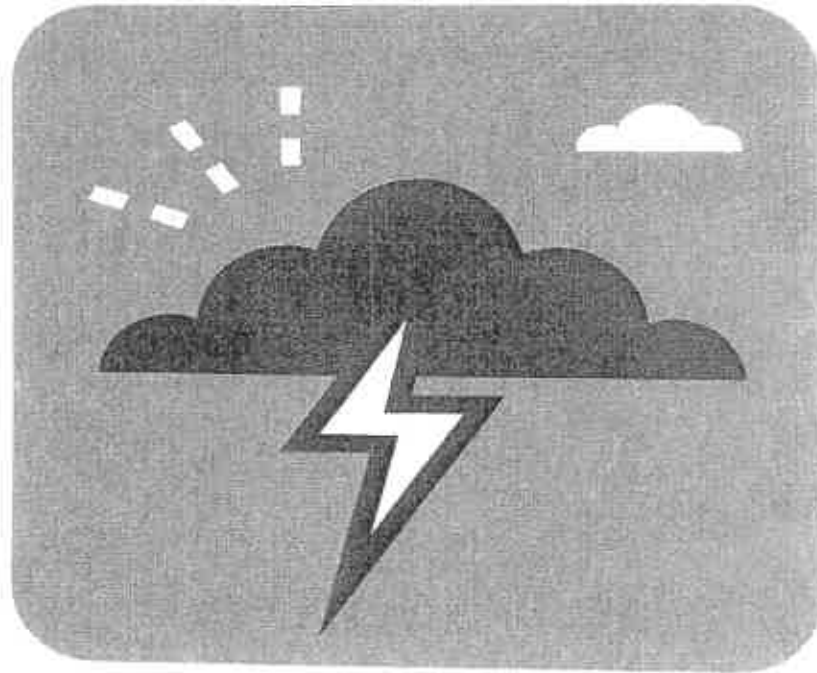
All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 266-2963 and/or email Deputy Director of Parks at ccpcc@dfps.ky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect; you should call the child protection hotline for help on whether a specific incident must be reported. KRS 620.060(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a [child abuse and neglect booklet](#) to help with additional questions that is available on line:

<http://chfs.ky.gov/nr/ncnhr/res/99B4fd14-e494-4055-9e10-28c0d433f8c9/0rchildabuseandneglectbooklet.pdf>

Appendix E



Lexington-Fayette Urban County Government Division of Parks and Recreation

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

SEVERE WEATHER POLICY

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and Lexington Fast-Pitch Softball ("the League"), a Kentucky non-profit corporation with an address of 1670 Old Paris Rd., for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community.** Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darliene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhaley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth

- sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.
- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
 - c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
 - d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
 - e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
 - f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
 - g. The League shall abide by all local, state, and federal laws and regulations.
 - h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
 - i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
 - j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
 - c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
 - d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
 - e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
 - f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

Name of League: Lexington Fast-pitch Softball
 Name of Park(s): Constitution Park
 Name/location of Field # 1: Constitution Field # 1
 Name/location of Field # 2: Constitution Field # 2
 Name/location of Field # 3: _____
 Name/location of Field # 4: _____
 Name/location of Field # 5: _____
 Name/location of Field # 6: _____

EXCEPTION(S)

Length of Spring Contract: From March 1, 2017 To July 31, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

Name of League: Lexington Fast-pitch Softball

Name of Park(s): Constitution Park

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

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

Name/location of Field # 3: _____

Name/location of Field # 4: _____

Name/location of Field # 5: _____

Name/location of Field # 6: _____



Length of Fall Contract: From August 14, 2017 To October 23, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- c. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- d. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- e. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m.. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
- i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs within game fields
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner

as if such unenforceable or inapplicable provision had never been contained herein.

- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Karen Francis

LEAGUE PRESIDENT (Print or Type Name)

376 Hermitage Dr

STREET ADDRESS

Lexington Ky 40505

CITY

STATE

ZIP CODE

DATE

Grant
County
High
School

859-824-9739 859-948-0241

WORK PHONE

HOME PHONE

Karen.Francis3@gmail.com

E-MAIL ADDRESS

Karen Francis

LEAGUE PRESIDENT SIGNATURE

2/17/17

DATE

Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 DIVISION OF PARKS AND RECREATION
 469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game									
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost		

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game									
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost		

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game									
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost		

Please complete additional sheets as needed to provide information for all divisions.

Appendix B

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

LEAGUE FINANCIAL REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name _____

Total Number of League Participants _____

Number of Scholarships Awarded _____ Cost of Scholarships Awarded _____

Total Number of Games (Season & Tournaments) _____

Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income

Registration Fees (Sum of All Divisions): _____

Booster Fees (Sum of All Divisions): _____

Concession Revenue: _____

Fundraising Revenue: _____

Donations/Scholarships: _____

Other / _____ :

Other / _____ :

Other / _____ :

Total Income: _____

League Expense (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____

Fundraising Expenses: _____

Paid Staff/ _____ :

Other / _____ :

Other / _____ :

Other / _____ :

Other / _____ :

Other / _____ :

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator: Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director *J Hancock*

Date: *6/5/2011*

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

Purpose:

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope:

All Parks and Recreation leaders, participants and fans/spectators.

Policy

See attached policy

Resource(s)

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors

Date: 5/3/2011

Result: REVISED from original

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

PARKS & RECREATION LEXINGTON, KY

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship; the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight." Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

A. Leaders

First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

First Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.

Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Third Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation-leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Originator: Chris Cooperrider

Authorized by: 

References: Policies CAPRA 1.4.1

Date: 6/28/2012

Revision Date:

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchisees, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

- staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.
6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
 7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays, they should be of the same gender and similar age.
 8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
 9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
 10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
 11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
 12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
 13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
 14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(5)(c) & KRS 620.030 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-527-2331 or another agency as identified above.

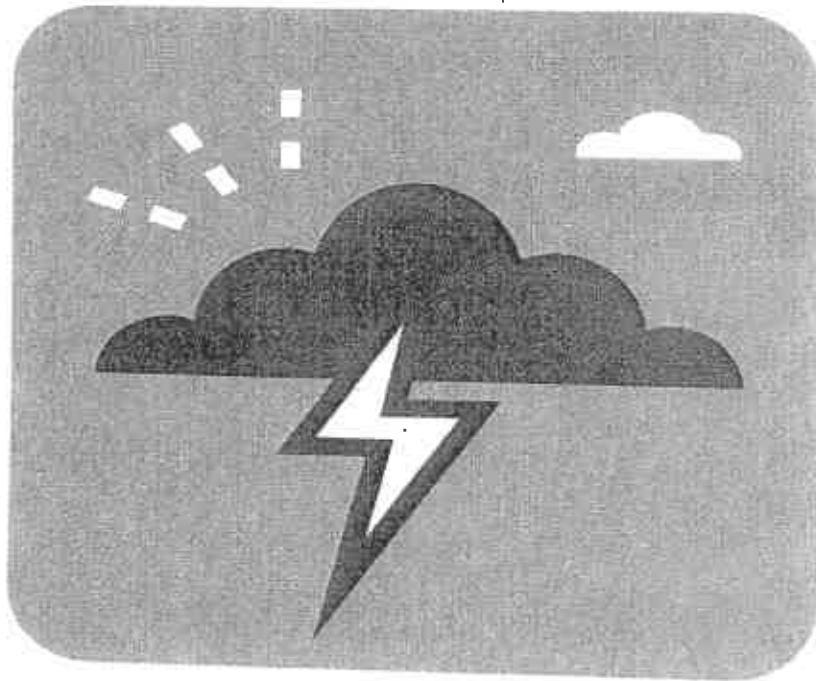
All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 266-2953 and/or email Deputy Director of Parks at ccopeland@dnr.ky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect, you should call the child protection hotline for help on whether a specific incident must be reported. KRS 620.050(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neglect booklet to help with additional questions that is available on line:

<http://cfrs.ky.gov/hp/rsio/nlras/0984fd14-a494-4055-9c10-98c0d433f8c9/0/childabuseandneglectbooklet.pdf>

Appendix E



Lexington-Fayette Urban County Government Division of Parks and Recreation

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

SEVERE WEATHER POLICY

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and _____ ("the League"), a Kentucky non-profit corporation with an address of _____ 2000 Parkers Mill Rd., _____, for the express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community. Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darlene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhalley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertising and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands only those soft drink products that are provided by the authorized Parks beverage supplier, Pepsi-Cola Bottling Company of Lexington, Inc. No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:

- i. Any crime or offense in which the victim was a minor;
- ii. Any crime or offense of a sexual nature;
- iii. Any crime or offense involving illegal drugs within the last five (5) years;
- iv. Any crime or offense of a violent nature within the last five (5) years;
- v. More than one offense involving alcohol within the last five (5) years.

b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.

c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.

b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.

c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.

d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.

e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.

f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

a. The League shall procure and maintain for the duration of this contract

General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.

b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

Name of League: Southwest Lexington Pony Baseball

Name of Park(s): Cardinal Run/ Garden Springs Park/ Mary Todd

Name/location of Field # 1: Cardinal Run Field 3

Name/location of Field # 2: Cardinal Run Field 4

Name/location of Field # 3: Cardinal Run Field 2 (shared w/Western)

Name/location of Field # 4: Garden Springs Field

Name/location of Field # 5: Mary Todd Field

Name/location of Field # 6: Cardinal Run Field 6 (shared w/ Bluegrass

Eastpitch & Western Little League)

EXCEPTION(S)	At Cardinal Run Park
	NSA Tournament June 17-18 Fields 2 & 6
	NSA Tournament June 24-25 Fields 2 & 6
	NSA Tournament July 29-30 Fields 2 & 6
	NSA Tournament August 26-27 Fields 2 & 6
	BSSG TBD

Length of Spring Contract: From March 1, 2017 To July 31, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 6

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

Times (Daily Schedule) Field # 5

Monday	From	To
Tuesday	From	To
Wednesday	From	To
Thursday	From	To
Friday	From	To
Saturday	From 8:00AM	To Dark
Sunday	From	To

b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

Name of League: Southwest Lexington Pony Baseball

Name of Park(s): Cardinal Run/ Garden Springs Park

Name/location of Field # 1: Cardinal Run Field 3

Name/location of Field # 2: Cardinal Run Field 4

Name/location of Field # 3: Cardinal Run Field 2 (shared w/Western)

Name/location of Field # 4: Garden Springs Field

Name/location of Field # 5: Cardinal Run Field 6 (shared w/ Bluegrass

EXCEPTION(S)

NSA Tournament
June 17-18 Fields 2
& 6

NSA Tournament
June 24-26 Fields 2
& 6

NSA Tournament
July 29-30 Fields 2
& 6

NSA Tournament
August 26-27 Fields
2 & 6

BGSB TBD

Fastpitch & Western Little League

Name/location of Field # 6:

Length of Fall Contract: From August 14, 2017 To October 23, 2017

Times (Daily Schedule) Field # 1

Times (Daily Schedule) Field # 2

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

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

Times (Daily Schedule) Field # 3

Times (Daily Schedule) Field # 4

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

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

Times (Daily Schedule) Field # 5

Times (Daily Schedule) Field # 6

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

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

- c. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- d. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- e. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.
- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.

e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.

f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- i. Bases, home plates, pitching plates, and base pegs
- ii. Refuse collection and grounds pick-up
- iii. Cleaning and stocking of restrooms
- iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
- v. Trash cans and picnic tables
- vi. Dragging of practice fields
- vii. Mowing outside game fields

g. The League shall provide the following maintenance services for the Facilities:

- i. Dragging and marking game fields
- ii. Cutting, edging, and trimming grass within game fields
- iii. Providing marking dust and quick dry
- iv. Performing turf repairs within game fields
- v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.

b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.

b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.

c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.

d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.

e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday,

- Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

LEAGUE PRESIDENT (Print or Type Name)

Gene Byrd

STREET ADDRESS

1931 Williamsburg Rd

CITY

Lexington KY

STATE

40504

ZIP CODE

WORK PHONE

855 885-9121

HOME PHONE

855 699 0006

E-MAIL ADDRESS

genebyrd@gmail.com

LEAGUE PRESIDENT SIGNATURE

[Signature]

DATE

2/15/2017

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504
DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before
Opening Day of season.

League Name: _____

... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____
Opening Day _____ Playing Location(s) _____
Length of Game _____ Number of Season Games _____ Tournament Games _____
Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____
Total Number of Participants _____ / Male Participants _____ Female Participants _____
Cost per Game _____

Officials		Scorekeepers		Balls		Cost per Game	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost

Cost per Participant _____

Division _____ Participant Age _____ Number of Teams in Division _____
Opening Day _____ Playing Location(s) _____
Length of Game _____ Number of Season Games _____ Tournament Games _____
Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____
Total Number of Participants _____ / Male Participants _____ Female Participants _____
Cost per Game _____

Officials		Scorekeepers		Balls		Cost per Game	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost

Cost per Participant _____

Division _____ Participant Age _____ Number of Teams in Division _____
Opening Day _____ Playing Location(s) _____
Length of Game _____ Number of Season Games _____ Tournament Games _____
Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____
Total Number of Participants _____ / Male Participants _____ Female Participants _____
Cost per Game _____

Officials		Scorekeepers		Balls		Cost per Game	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost

Cost per Participant _____

Division _____ Participant Age _____ Number of Teams in Division _____
Opening Day _____ Playing Location(s) _____
Length of Game _____ Number of Season Games _____ Tournament Games _____
Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____
Total Number of Participants _____ / Male Participants _____ Female Participants _____
Cost per Game _____

Officials		Scorekeepers		Balls		Cost per Game	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost

Cost per Participant _____

Division _____ Participant Age _____ Number of Teams in Division _____
Opening Day _____ Playing Location(s) _____
Length of Game _____ Number of Season Games _____ Tournament Games _____
Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____
Total Number of Participants _____ / Male Participants _____ Female Participants _____
Cost per Game _____

Officials		Scorekeepers		Balls		Cost per Game	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost

Cost per Participant _____

Please complete additional sheets as needed to provide information for all divisions.

- Reporting Year _____
- Spring Season
 - Summer Season
 - Fall Season

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504
LEAGUE FINANCIAL REPORT

- Reporting Year _____
- Spring Season
- Summer Season
- Fall Season

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name _____

Total Number of League Participants _____

Number of Scholarships Awarded _____

Cost of Scholarships Awarded _____

Total Number of Games (Season & Tournaments) _____

Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income _____

Registration Fees (Sum of All Divisions): _____

Booster Fees (Sum of All Divisions): _____

Concession Revenue: _____

Fundraising Revenue: _____

Donations/Scholarships: _____

Other / _____

Other / _____

Other / _____

Total Income: _____

League Expense (Attach Supporting Documentation)
Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____

Fundraising Expenses: _____

Paid Staff/ _____

Other / _____

Other / _____

Other / _____

Other / _____

Other / _____

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

Appendix C

Policy: Physical and Verbal Altercation
Policy Number:

**PARKS & RECREATION
LEXINGTON, KY**

Originator: Chuck Ellis

Authorized by: Jerry Hancock, Director

J. Hancock

Date: 2001

Date: 6/6/2011

Revision Date: 5/3/2011

Revision Date:

References: 8.4.3 Handling of Disruptive Behavior

Purpose

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope

All Parks and Recreation leaders, participants and fans/spectators.

Policy

See attached policy

Resource(s)

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors

Date: 5/3/2011

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

**PARKS
& RECREATION
LEXINGTON, KY**

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship; the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.
If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight" events/activities.
Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.
The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation activities/events from the date of incident.

4. Use of Racial and/or Gender Epithets
The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

- A. Leaders
First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator from date of incident.
- Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

- First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.
- Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.
- Third Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.
- Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.
- Third Offense - (Youth: 17 & Under) Suspension until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation-leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal in writing to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

PARKS & RECREATION
LEXINGTON, KY

Appendix D

Policy: Participant Protection

Policy Number: 1.4.1-2012

Page: 1 of 4

Date: 6/28/2012

Date:

Revision Date:

Originator: Chris Cooper
Authorized by: *[Signature]*
References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, parks employees, volunteers, and chapters are in positions of authority and must. While the majority of adults seek to create a positive experience for youth, some may seek to take advantage of a child's trust and use that position for purposes that can damage a child's positive developmental experience. All persons on LPUCG property or parks or in LPUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LPUCG Parks and Recreation sponsored programs. All handlers, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, or a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or hinders the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenagers, or other child LPUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

<https://crs.ky.gov/nr/normal/1990581d14-4d84-4058-9610-860d4338e970/childabuseandneglect.pdf>

If you have any doubt as to the validity of abuse or neglect, you should call the child protection hotline for help on whether a specific incident must be reported. KRS 620.030(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neglect hotline to help with additional questions that is available on line.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contrasts to an individual's definition. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 258-2963 and/or email Deputy Director of Parks at deputydirector@ky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

Professional, The Division of Parks and Recreation may need to take administrative action pending the investigation. All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 258-2963 and/or email Deputy Director of Parks at deputydirector@ky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representatives, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as health care personnel, child care personnel, and peace officers have a further duty to report.

Kentucky Unified Juvenile Code KRS 620.030(5)(c) & KRS 620.030 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representatives, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as health care personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-687-2321 or another agency as identified above.

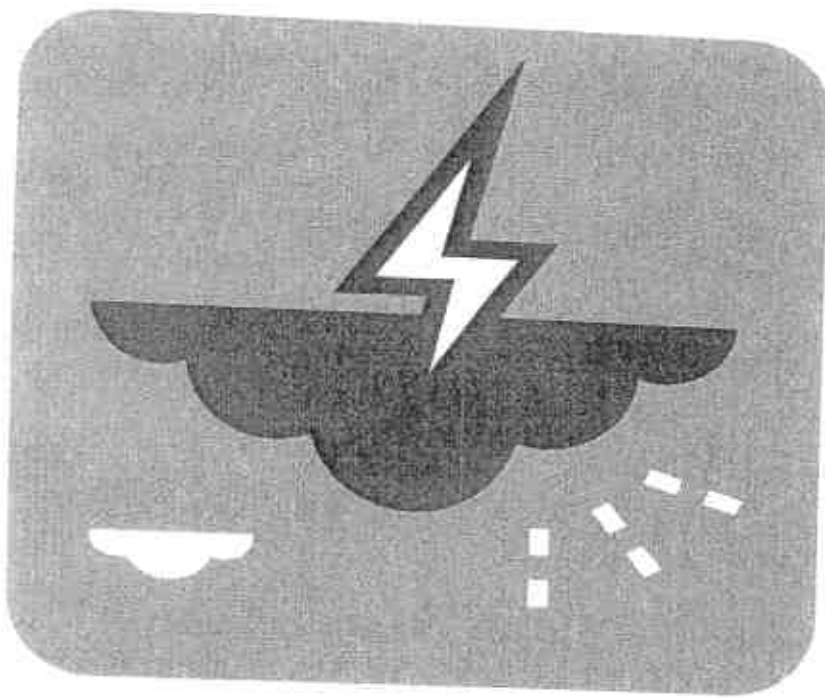
14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.
13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
10. Communication between youth participants and adults should be positive and of a relevant subject, not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays, they should be of the same gender and similar age.
6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
5. Immediately after providing personal hygiene care, staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

SEVERE WEATHER POLICY

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

Lexington-Fayette Urban County Government
 Division of Parks and Recreation



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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and Southeastern Cal Ripken Baseball ("the League"), a Kentucky non-profit corporation with an address of 650 Southpoint Dr., for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community.** Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darlene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhaley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
 - c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
 - d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
 - e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
 - f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

In effort to be good neighbors with surrounding residents the Batting Cages hours are 8:00AM-10:00PM.

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

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

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

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

Name/location of Field # 5: Meadowbrook Field

Name/location of Field # 6: River Hill Park/ Crosby Field (Practice only)

EXCEPTION(S)
 BGSB
 Softball Tournament
 8U Tournament
 12U Tournament
 Veterans Fields TBD

Length of Spring Contract: From March 1, 2017 To July 31, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

Monday From 3:00PM To Dark
Tuesday From _____ To _____
Wednesday From _____ To _____
Thursday From _____ To _____
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 1:00PM To Dark

Times (Daily Schedule) Field # 6

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

- b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

In effort to be good neighbors with surrounding residents the Batting Cages hours are 8:00AM-10:00PM.

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

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

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

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

Name/location of Field # 5: Meadowbrook Field

Name/location of Field # 6: River Hill Park/ Crosby Field (Practice only)

EXCEPTION(S)

Length of Fall Contract: From August 14, 2017 To October 23, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From To
Saturday From To
Sunday From 1:00PM To Dark

- c. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- d. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- e. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
- i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs within game fields
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner

as if such unenforceable or inapplicable provision had never been contained herein.

- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Michael B. Campbell
LEAGUE PRESIDENT (Print or Type Name)

4316 Contessa Ct.

STREET ADDRESS

Lexington, KY

40515

CITY

STATE

ZIP CODE

DATE

859.825.4984

859.685.5587

WORK PHONE

HOME PHONE

mikecam@lexmark.com

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

21 Feb 2017

DATE

Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 DIVISION OF PARKS AND RECREATION
 469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

Please complete additional sheets as needed to provide information for all divisions.

Appendix B

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

LEAGUE FINANCIAL REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name _____
Total Number of League Participants _____
Number of Scholarships Awarded _____ Cost of Scholarships Awarded _____
Total Number of Games (Season & Tournaments) _____
Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income

Registration Fees (Sum of All Divisions): _____
Booster Fees (Sum of All Divisions): _____
Concession Revenue: _____
Fundraising Revenue: _____
Donations/Scholarships: _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____

Total Income: _____

League Expense (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____
Fundraising Expenses: _____
Paid Staff/ _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator: Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director *J Hancock*

Date: *6/5/2011*

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

Purpose

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope

All Parks and Recreation leaders, participants and fans/spectators.

Policy

See attached policy

Resource(s)

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors	Date: 5/3/2011	Result: REVISED from original
Reviewer:	Date:	Result: no change revise discard
Reviewer:	Date:	Result: no change revise discard
Reviewer:	Date:	Result: no change revise discard

PARKS & RECREATION LEXINGTON, KY

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship: the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight." Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

A. Leaders

First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

First Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.

Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Third Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Revised May 2011

Today's Date: 03/06/2012

Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by:



Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchises, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.

6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays, they should be of the same gender and similar age.
8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(5)(c) & KRS 620.030 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-587-2331 or another agency as identified above.

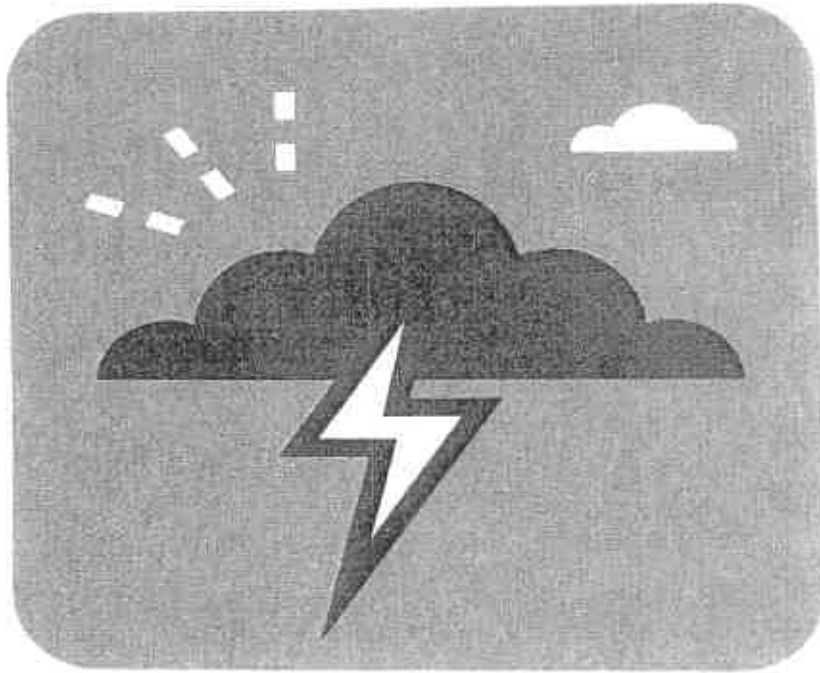
All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 286-2963 and/or email Deputy Director of Parks at ccp@dparks.ky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect, you should call the child protection hotline for help on whether a specific incident must be reported. KRS 620.060(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neglect booklet to help with additional questions that is available on line:

<http://crlfs.ky.gov/hc/rc/only/may/0984fd14-e494-4055-9c10-08cdd4338c90/childabuseandneglectbooklet.pdf>

Appendix E



Lexington-Fayette Urban County Government Division of Parks and Recreation

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

SEVERE WEATHER POLICY

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and South Lexington Babe Ruth or its successor ("the League"), a Kentucky non-profit corporation with an address of 300 W. Reynolds Rd., for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community.** Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darlene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhaley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside

the age limitations or residential boundaries applicable to the League's youth sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertising and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands only those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington

Fayette County Health Department. It will be the responsibility of the League to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.

- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

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: _____

League Approvals

Spring 13-15-year-old baseball (Babe Ruth)

Spring/Summer 13-year-old Travel Baseball League hosted by South Lexington Baseball, Inc.

Youth Coaches Clinic

Umpires Clinic in conjunction with Central Kentucky Umpires Association

Length of Spring Contract: From March 1, 2017 To July 31, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

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: _____

League Approvals
Fall 13-15-year-old baseball (Babe Ruth)

High School Fall Ball League, hosted by South Lexington Baseball, Inc.

Youth Coaches Clinic

Umpires Clinic in conjunction with Central Kentucky Umpires Association

Length of Fall Contract: From August 14, 2017 To October 23, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- c. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- d. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- e. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
- i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs within game fields
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner

as if such unenforceable or inapplicable provision had never been contained herein.

- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

James T. Bohay "Jimmy"
LEAGUE PRESIDENT (Print or Type Name)

120 Pearl St 3rd Fl
STREET ADDRESS

Lexington Ky 40503
CITY STATE ZIP CODE

(309) 151-7439 cell
WORK PHONE HOME PHONE

504-264-1189 (ofc)

JimmyB@mtginsurance.com
E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE

2/17/17
DATE

Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 DIVISION OF PARKS AND RECREATION
 469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										Total Cost per Game	Cost per Participant
Officials			Scorekeepers			Balls		Total Cost	#		
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost	

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										Total Cost per Game	Cost per Participant
Officials			Scorekeepers			Balls		Total Cost	#		
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost	

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										Total Cost per Game	Cost per Participant
Officials			Scorekeepers			Balls		Total Cost	#		
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost	

Please complete additional sheets as needed to provide information for all divisions.

Appendix B

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

LEAGUE FINANCIAL REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name _____

Total Number of League Participants _____

Number of Scholarships Awarded _____ Cost of Scholarships Awarded _____

Total Number of Games (Season & Tournaments) _____

Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income

Registration Fees (Sum of All Divisions): _____

Booster Fees (Sum of All Divisions): _____

Concession Revenue: _____

Fundraising Revenue: _____

Donations/Scholarships: _____

Other / _____:

Other / _____:

Other / _____:

Total Income: _____

League Expense (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____

Fundraising Expenses: _____

Paid Staff/ _____:

Other / _____:

Other / _____:

Other / _____:

Other / _____:

Other / _____:

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

Appendix C

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator: Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director *J. Hancock*

Date: *6/5/2011*

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

Purpose

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope

All Parks and Recreation leaders, participants and fans/spectators.

Policy

See attached policy

Resource(s)

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors

Date: 5/3/2011

Result: REVISED from original

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

PARKS & RECREATION LEXINGTON, KY

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship: the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight." Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. **One (1) year suspension** as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

A. Leaders

First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

First Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.

Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Third Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation-leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Revised May 2011

Today's Date: 03/06/2012

Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by: 

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchises, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

- staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.
6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
 7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays, they should be of the same gender and similar age.
 8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
 9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
 10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
 11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
 12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
 13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
 14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(5)(c) & KRS 620.030 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-587-2331 or another agency as identified above.

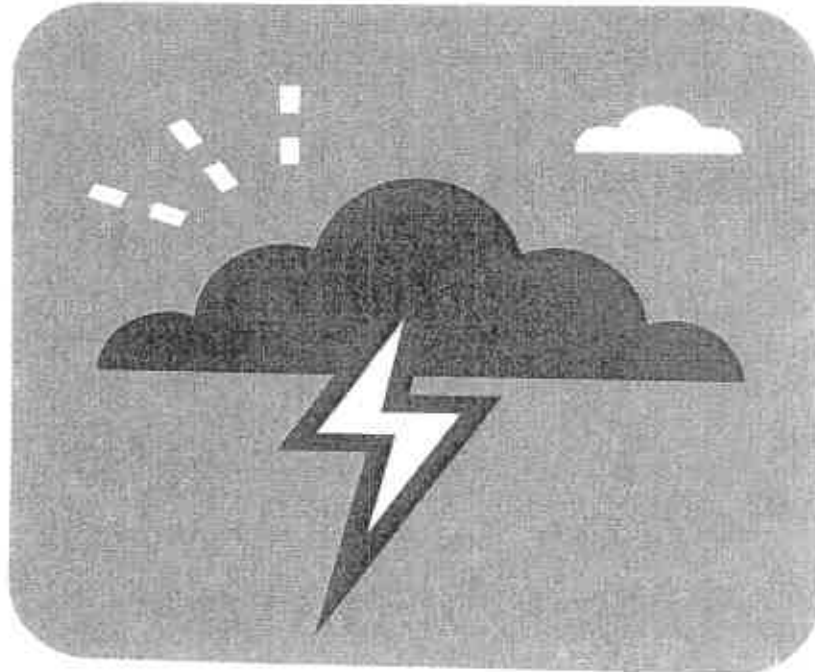
All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 288-3363 and/or email Deputy Director of Parks at case.minder@dnr.ky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect, you should call the child protection hotline for help on whether a specific incident must be reported. KRS 620.050(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neglect booklet to help with additional questions that is available on line:

<http://chfs.ky.gov/hr/rcnlines/0984fd14-a494-4055-9c10-98cd433f8e90/childabuseandneglectbooklet.pdf>

Appendix E



Lexington-Fayette Urban County Government Division of Parks and Recreation

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

SEVERE WEATHER POLICY

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and Eastern Little League ("the League"), a Kentucky non-profit corporation with an address of 956 Turkey Foot Rd, for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community**. Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darliene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhaley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth

- sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.
- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
 - c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
 - d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
 - e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
 - f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
 - g. The League shall abide by all local, state, and federal laws and regulations.
 - h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
 - i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
 - j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
 - c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
 - d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
 - e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
 - f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

EXCEPTION(S)
 Additional Practice:
 March 1- April 10
 Kirklevington Park
 Redding Road &
 Spangler Dr. Fields
 Mon-Fri 3pm-Dark
 Saturday 8am- Dark
 Sunday 12pm-Dark

Name of League: Eastern Little League

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

Name/location of Field # 1: Ecton Upper Baseball Field

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

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

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

Name/location of Field # 5: Mary Todd Field

Name/location of Field # 6: Southland Park Field (March 1- July 31) No Fall Usage

Length of Spring Contract: From March 1, 2017 To July 31, 2017

Times (Daily Schedule) Field # 1

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 12:00PM To Dark

Times (Daily Schedule) Field # 3

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 12:00PM To Dark

Times (Daily Schedule) Field # 5

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From _____ To _____
Thursday From 3:00PM To Dark
Friday From _____ To _____
Saturday From _____ To _____
Sunday From 12:00PM To Dark

Times (Daily Schedule) Field # 2

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 12:00PM To Dark

Times (Daily Schedule) Field # 4

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 12:00PM To Dark

Times (Daily Schedule) Field # 6

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 12:00PM To Dark

Weekday Games start at 4:00PM. Batting cages at Ecton Park: No use before 8:00AM. Signage must be posted by league. Parking at Ecton Park strictly enforced by police, illegal parking subject to towing/ticket.

- b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

Name of League: Eastern Little League

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

Name/location of Field # 1: Ecton Upper Baseball Field

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

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

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

EXCEPTION(S)

Name/location of Field # 5: Mary Todd Field

Name/location of Field # 6: _____

Length of Fall Contract: From August 14, 2017 To October 23, 2017

Times (Daily Schedule) Field # 1

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 12:00PM To Dark

Times (Daily Schedule) Field # 3

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 12:00PM To Dark

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 2

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 12:00PM To Dark

Times (Daily Schedule) Field # 4

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 12:00PM To Dark

Times (Daily Schedule) Field # 6

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

Weekday Games start at 4:00PM. Batting cages at Ecton Park: No use before 8:00AM. Signage must be posted by league. Parking at Ecton Park strictly enforced by police, illegal parking subject to towing/ticket.

- c. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- d. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- e. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must

- provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
 - g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
 - h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
 - i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.

- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:
 - i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
 - i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs within game fields
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday,

Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.

- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

Clon A. Woodall
LEAGUE PRESIDENT (Print or Type Name)
3121 Warrenville Woods
STREET ADDRESS
Lexington Ky 40502
CITY STATE ZIP CODE
859-231-8780 296-0263
WORK PHONE HOME PHONE
woodall@mlk.com
E-MAIL ADDRESS
[Signature]
LEAGUE PRESIDENT SIGNATURE
2/20/17
DATE

Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 DIVISION OF PARKS AND RECREATION
 469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Please complete additional sheets as needed to provide information for all divisions.

Appendix B

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

LEAGUE FINANCIAL REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name _____

Total Number of League Participants _____

Number of Scholarships Awarded _____ Cost of Scholarships Awarded _____

Total Number of Games (Season & Tournaments) _____

Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income

Registration Fees (Sum of All Divisions): _____

Booster Fees (Sum of All Divisions): _____

Concession Revenue: _____

Fundraising Revenue: _____

Donations/Scholarships: _____

Other / _____ :

Other / _____ :

Other / _____ :

Total Income: _____

League Expense (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____

Fundraising Expenses: _____

Paid Staff/ _____ :

Other / _____ :

Other / _____ :

Other / _____ :

Other / _____ :

Other / _____ :

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator: Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director *J. Hancock*

Date: 5/5/2011

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

Purpose:

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope:

All Parks and Recreation leaders, participants and fans/spectators.

Policy

See attached policy

Resource(s)

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors

Date: 5/3/2011

Result: REVISED from original

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

PARKS & RECREATION LEXINGTON, KY

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship: the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight". Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

A. Leaders

First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

First Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.

Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Third Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Appendix D

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Participant Protection

Policy Number: 1.4.1-2012

Page: 1 of 4

Originator: Chris Cooperider

Date: 6/28/2012

Authorized by: *[Signature]*

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LPUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchisees, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

- staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.
6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
 7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays; they should be of the same gender and similar age.
 8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
 9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
 10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
 11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
 12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
 13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
 14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(5)(c) & KRS 620.090 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-527-2531 or another agency as identified above.

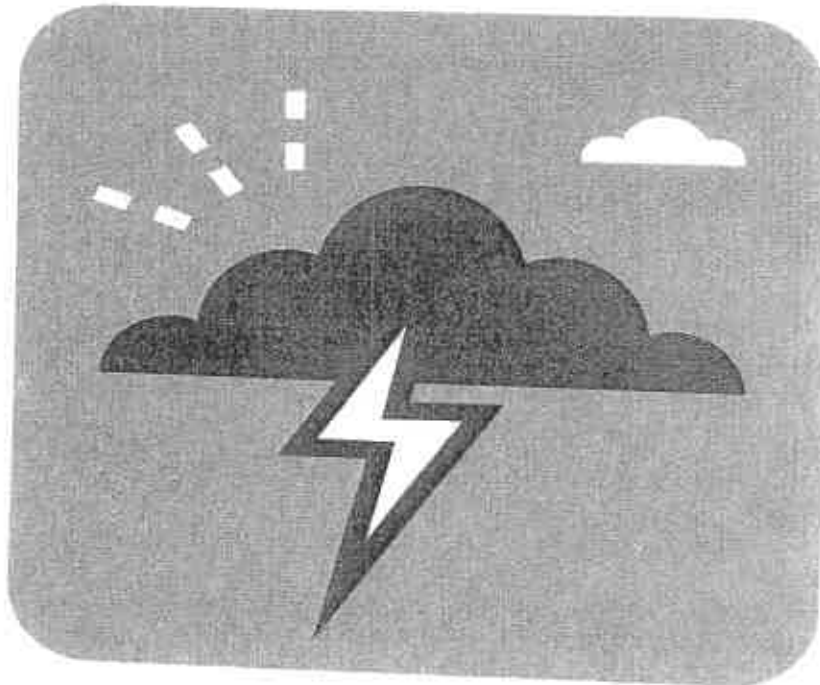
All reports of child abuse occurring on LFUGG property or parks, or in LFUGG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 285-2963 and/or email Deputy Director of Parks at ccpccrider@recreation.ky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect. Including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect; you should call the child protection hotline for help on whether a specific incident must be reported. KRS 620.050(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neglect hotline to help with additional questions that is available on line:

<http://chfs.ky.gov/hw/donlivera/09546114-a494-4055-9c10-98edd433f8c90/childabuseandneglectspooldet.pdf>

Appendix E



Lexington-Fayette Urban County Government Division of Parks and Recreation

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

SEVERE WEATHER POLICY

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

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

FACILITY USAGE AGREEMENT



This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and Southeastern Babe Ruth ("the League"), a Kentucky non-profit corporation with an address of 650 Southpoint Dr., for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community.** Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darliene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhaley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related. 
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President. 
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands only those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.

- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

In effort to be good neighbors with surrounding residents the Batting Cages hours are 8:00AM-10:00PM.

Name of League: Southeastern Babe Ruth

Name of Park(s): Veterans Park

Name/location of Field # 1: Southeastern Babe Ruth Field

Name/location of Field # 2: Southeastern babe Ruth Field

Name/location of Field # 3: _____

Name/location of Field # 4: _____

Name/location of Field # 5: _____

Name/location of Field # 6: _____

EXCEPTION(S)

Length of Spring Contract: From March 1, 2017 To July 31, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

In effort to be good neighbors with surrounding residents the Batting Cages hours are 8:00AM-10:00PM.

Name of League: Southeastern Babe Ruth
 Name of Park(s): Veterans Park
 Name/location of Field # 1: Southeastern Babe Ruth Field
 Name/location of Field # 2: Southeastern Babe Ruth Field
 Name/location of Field # 3: _____
 Name/location of Field # 4: _____
 Name/location of Field # 5: _____
 Name/location of Field # 6: _____

EXCEPTION(S)

Length of Fall Contract: From August 14, 2017 To October 23, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- c. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- d. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- e. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
- i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs within game fields
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner

as if such unenforceable or inapplicable provision had never been contained herein.

- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Eric Dawalt

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

STREET ADDRESS
Lexington KY 40515

CITY STATE ZIP CODE

DATE

(859) 806-1089

WORK PHONE HOME PHONE

edawalt@comcast.com

E-MAIL ADDRESS

Eric Dawalt

LEAGUE PRESIDENT SIGNATURE

2-21-17

DATE

Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 DIVISION OF PARKS AND RECREATION
 469 Parkway Drive Lexington, KY 40504

Reporting Year _____

- Spring Season
- Summer Season
- Fall Season

DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

.....

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

.....

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost			Total Cost

Please complete additional sheets as needed to provide information for all divisions.

Appendix B

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

LEAGUE FINANCIAL REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name _____
Total Number of League Participants _____
Number of Scholarships Awarded _____ Cost of Scholarships Awarded _____
Total Number of Games (Season & Tournaments) _____
Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income

Registration Fees (Sum of All Divisions): _____
Booster Fees (Sum of All Divisions): _____
Concession Revenue: _____
Fundraising Revenue: _____
Donations/Scholarships: _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____

Total Income: _____

League Expense (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____
Fundraising Expenses: _____
Paid Staff/ _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

Appendix C

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator: Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director *J. Hancock*

Date: 6/5/2011

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

Purpose:

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope:

All Parks and Recreation leaders, participants and fans/spectators.

Policy

See attached policy

Resource(s)

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors

Date: 5/3/2011

Result: REVISED from original

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

PARKS & RECREATION LEXINGTON, KY

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship; the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight." Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

A. Leaders

First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

First Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.

Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Third Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Revised May 2011

Today's Date: 03/06/2012

Appendix D

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: *Participant Protection*

Policy Number: 1.4.1-2012

Page: 1 of 4

Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by: 

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LPUCG property or parks or in LPUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LPUCG Parks and Recreation sponsored programs. All franchises, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, or of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LPUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

- staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.
6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
 7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays, they should be of the same gender and similar age.
 8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
 9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
 10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
 11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
 12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
 13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
 14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(5)(c) & KRS 620.090 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-587-2331 or another agency as identified above.

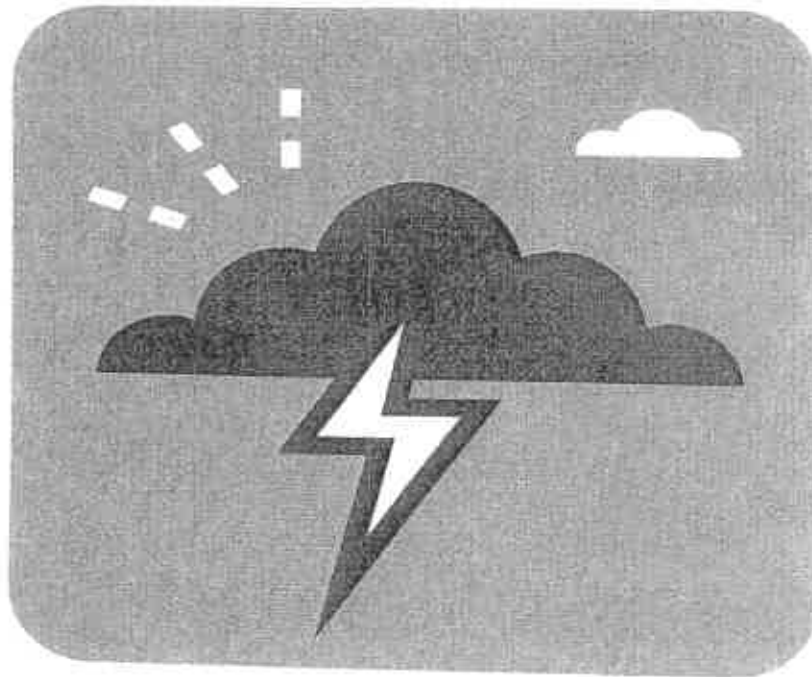
All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 265-2963 and/or email Deputy Director of Parks at ccpounder@edncolorado.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect you should call the child protection hotline for help on whether a specific incident must be reported. KRS 620.050(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neglect booklet to help with additional questions that is available on line:

<http://cdfs.ky.gov/hr/ncoln/res/09b4fd14-e494-4055-9c10-98edd433f8c9/childabuseandneglectbooklet.pdf>

Appendix E



Lexington-Fayette Urban County Government Division of Parks and Recreation

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

SEVERE WEATHER POLICY

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and Bluegrass Girls Fastpitch ("the League"), a Kentucky non-profit corporation with an address of 2000 Parkers Mill Road, for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community**. Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darliene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhaley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth.

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.

- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

Name of League: Bluegrass Girls Fastpitch

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: Woodhill Field (March 1- April 30)

Name/location of Field # 5: Cardinal Run Field 6(shared with Southwest Pony & Western Little League)

Name/location of Field # 6: _____

Length of Spring Contract: From March 1, 2017 To July 31, 2017

Times (Daily Schedule) Field # 1

Times (Daily Schedule) Field # 2

EXCEPTION(S)
NSA Tournaments
June 17-18 Field 7 & 8
June 24-25 Field 7 & 8
July 1-2 Field 7 & 8
July 29-30 Field 7 & 8
August 26-27 Field 7 & 8

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

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

Times (Daily Schedule) Field # 3

Monday From _____ To _____
 Tuesday From 3:00PM To Dark
 Wednesday From 3:00PM To Dark
 Thursday From 3:00PM To Dark
 Friday From 3:00PM To Dark
 Saturday From 8:00AM To Dark
 Sunday From 1:00PM To Dark

Times (Daily Schedule) Field # 4

Monday From _____ To _____
 Tuesday From 3:00PM To Dark
 Wednesday From _____ To _____
 Thursday From 3:00PM To Dark
 Friday From _____ To _____
 Saturday From _____ To _____
 Sunday From 1:00PM To Dark

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

Name of League: Bluegrass Girls Fastpitch

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

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: Woodhill Field

Name/location of Field # 5: Cardinal Run Field 6(shared with Southwest Pony & Western Little League)

Name/location of Field # 6: _____

<p>EXCEPTION(S) NSA Tournaments June 17-18 Field 7 & 8 June 24-25 Field 7 & 8 July 1-2 Field 7 & 8 July 29-30 Field 7 & 8 August 26-27 Field 7 & 8</p>

Length of Fall Contract: From August 14, 2017 To Oct 23, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

Monday From _____ To _____
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 1:00PM To Dark

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- c. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- d. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- e. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must

provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.

- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.

- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:
 - i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
 - i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs within game fields
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday,

- Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
 - g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
 - h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Tina Watson
LEAGUE PRESIDENT (Print or Type Name)

3936 Weber Way
STREET ADDRESS

Lexington KY 40514
CITY STATE ZIP CODE

DATE

859-272-0080 859-509-8355
WORK PHONE HOME PHONE

president@bluegrassgirls-fabpitch.com
E-MAIL ADDRESS

Tina Watson
LEAGUE PRESIDENT SIGNATURE

2/21/17
DATE

Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
 469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

.....

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

.....

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Please complete additional sheets as needed to provide information for all divisions.

Appendix B

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

LEAGUE FINANCIAL REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name _____

Total Number of League Participants _____

Number of Scholarships Awarded _____ Cost of Scholarships Awarded _____

Total Number of Games (Season & Tournaments) _____

Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income

Registration Fees (Sum of All Divisions): _____

Booster Fees (Sum of All Divisions): _____

Concession Revenue: _____

Fundraising Revenue: _____

Donations/Scholarships: _____

Other / _____:

Other / _____:

Other / _____:

Total Income: _____

League Expense (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____

Fundraising Expenses: _____

Paid Staff/ _____:

Other / _____:

Other / _____:

Other / _____:

Other / _____:

Other / _____:

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator: Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director *J. Hancock*

Date: *5/5/2011*

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

Purpose:

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope:

All Parks and Recreation leaders, participants and fans/spectators.

Policy

See attached policy

Resource(s)

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors

Date: 5/3/2011

Result: REVISED from original

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

PARKS & RECREATION LEXINGTON, KY

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship; the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight." Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

A. Leaders

First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

First Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.

Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Third Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation-leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Revised May 2011

Today's Date: 03/06/2012

Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by: 

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchisees, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, or of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

- staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.
6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
 7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays, they should be of the same gender and similar age.
 8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
 9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
 10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
 11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
 12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
 13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
 14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(5)(c) & KRS 620.030 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-587-2331 or another agency as identified above.

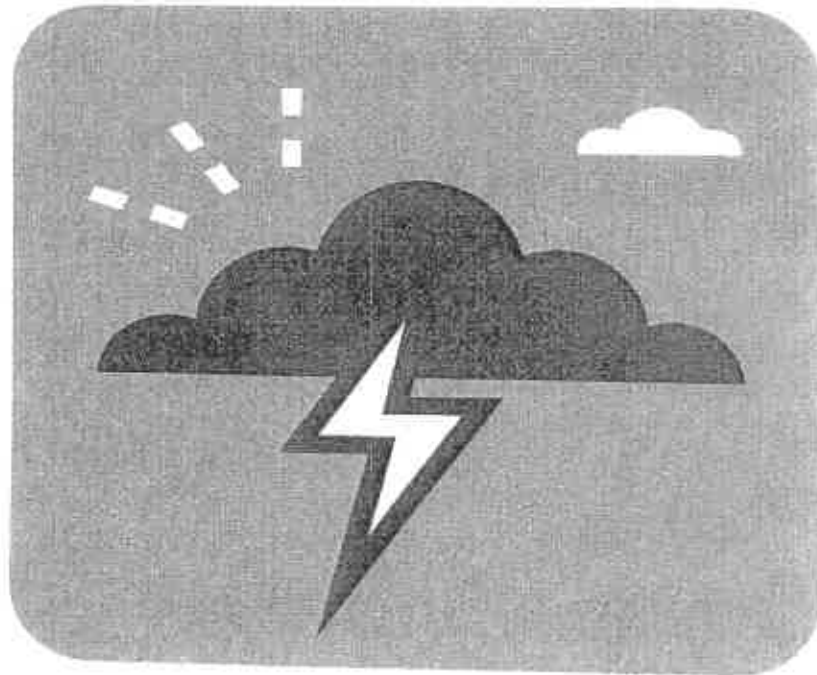
All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 266-2963 and/or email Deputy Director of Parks at spc@kentucky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect, you should call the child protection hotline for help on whether a specific incident must be reported. KRS 620.050(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neglect booklet to help with additional questions that is available on line:

<http://chfs.ky.gov/nr/ncnhr/s/0994fd14-e494-4055-9e10-98cd433f8c90/childabuseandneglectbooklet.pdf>

Appendix E



Lexington-Fayette Urban County Government Division of Parks and Recreation

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

SEVERE WEATHER POLICY

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and South Lexington Youth Baseball ("the League"), a Kentucky non-profit corporation with an address of 300 W. Reynolds Rd., for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community.** Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darliene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhaley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
 - c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
 - d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
 - e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
 - f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

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: _____

EXCEPTION(S)
 4 Shillito Fields
 BGSB
 7U Tournament TBD
 T-Ball Tournament
 TBD

Length of Spring Contract: From March 1, 2017 To July 31, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

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

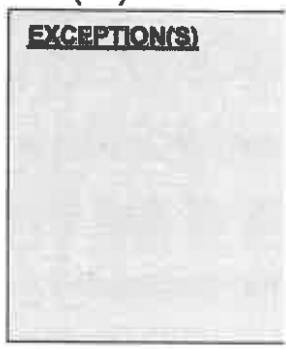
Name/location of Field # 2: Bambino Field at Shillito Park

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: _____



Length of Fall Contract: From August 14, 2017 To October 23, 2017

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- c. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- d. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- e. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
- i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs within game fields
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner

as if such unenforceable or inapplicable provision had never been contained herein.

- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

Kevin Payne

LEAGUE PRESIDENT (Print or Type Name)

3916 Boston Rd.

STREET ADDRESS

Lexington Ky

40514

CITY

STATE

ZIP CODE

859-608-4891

WORK PHONE

HOME PHONE

kevin.payne@fayette.kyschools.us

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

2-21-17

DATE

Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 DIVISION OF PARKS AND RECREATION
 469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game									
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost		

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game									
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost		

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game									
Officials			Scorekeepers			Balls		Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost		

Please complete additional sheets as needed to provide information for all divisions.

Appendix B

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

LEAGUE FINANCIAL REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name _____
Total Number of League Participants _____
Number of Scholarships Awarded _____ Cost of Scholarships Awarded _____
Total Number of Games (Season & Tournaments) _____
Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income

Registration Fees (Sum of All Divisions): _____
Booster Fees (Sum of All Divisions): _____
Concession Revenue: _____
Fundraising Revenue: _____
Donations/Scholarships: _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____

Total Income: _____

League Expense (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____
Fundraising Expenses: _____
Paid Staff/ _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____
Other / _____ : _____

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator: Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director *J. Hancock*

Date: *6/5/2011*

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

Purpose:

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope:

All Parks and Recreation leaders, participants and fans/spectators.

Policy:

See attached policy

Resource(s)

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors	Date: 5/3/2011	Result: REVISED from original
Reviewer:	Date:	Result: no change revise discard
Reviewer:	Date:	Result: no change revise discard
Reviewer:	Date:	Result: no change revise discard

PARKS & RECREATION LEXINGTON, KY

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship; the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight". Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

A. Leaders

First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

First Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.

Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Third Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Appendix D

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Participant Protection

Policy Number: 1.4.1-2012

Page: 1 of 4

Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by: 

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, park employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchisees, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

- staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.
6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
 7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays, they should be of the same gender and similar age.
 8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
 9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
 10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
 11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
 12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
 13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
 14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(5)(c) & KRS 620.030 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-587-2331 or another agency as identified above.

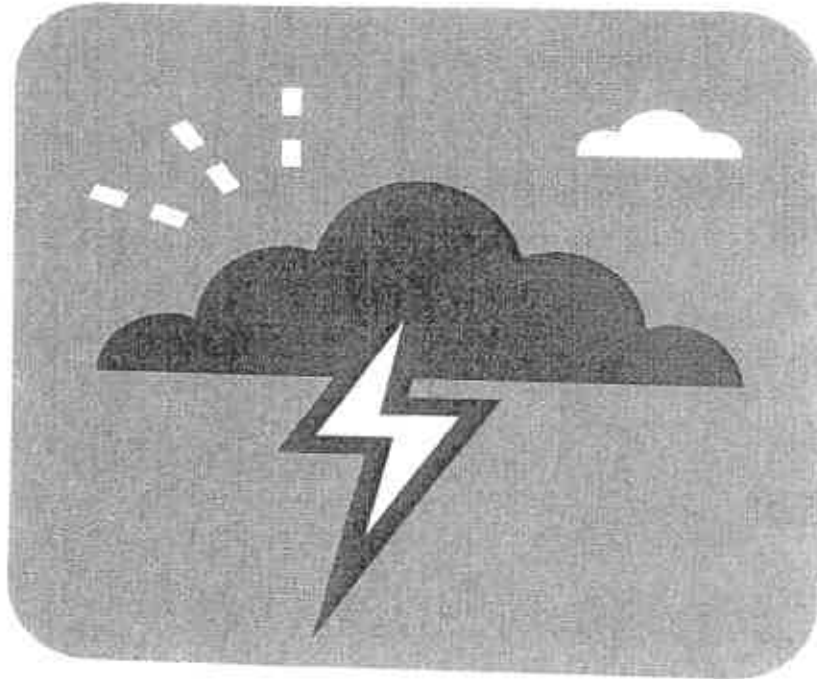
All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 286-2963 and/or email Deputy Director of Parks at ccoderider@espnetonly.com. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect, you should call the child protection hotline for help on whether a specific incident must be reported. KRS 620.050(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neglect booklet to help with additional questions that is available on line:

<http://cfrs.ky.gov/b/rc/oh/rsw/0984fd14-a494-4055-9c10-08cdd4338c90/childabuseandneglectbooklet.pdf>

Appendix E



Lexington-Fayette Urban County Government Division of Parks and Recreation

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

SEVERE WEATHER POLICY

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.