Contract #113-2013

Resolution 203-2013

Bluegrass Girls Fast Pitch
Eastern Little League
Lexington Fast Pitch League
Northern Babe Ruth
Northern Cal Ripken
South Lexington Babe Ruth
South Lexington Youth Baseball
Southeastern Babe Ruth
Southeastern Cal Ripken Baseball
Southwest Lexington Pony Baseball
Western Little League

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

1. Name of League: Bluegrass Girls Fast Pitch

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

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

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

Name/location of Field # 3: Gainesway Field

Name/location of Field # 4: Name/location of Field # 5: Name/location of Field #6:

			(A. T. L. L. 24	2042	Г	
2. Le	ngth of Contract:	From <u>March 1, 201</u>			_	EXCEPTION(S)
Tim	es (Daily Schedule)	Field # 1	<u>Times (Dai</u>	ly Schedule) Field #	<u>2</u>	CR Fields 7 & 8
Monday Tuesday	From_3:00 PM_ From_3:00 PM_	To_11:00 PM_ To_11:00 PM_	Monday Tuesday	From_3:00 PM_ From_3:00 PM_	To_11:00 PM_ To_11:00 PM_	Lafayette H.S. Exchange April 19-20
Wednesday	From_3:00 PM_	To_11:00 PM_	Wednesday	From_3:00 PM_	To_11:00 PM_	CR Fields 7 & 8
Thursday	From_3:00 PM_	To_11:00 PM_	Thursday	From_3:00 PM_	To_11:00 PM_	Middle School State
Friday	From_3:00 PM_	To_11:00 PM_	Friday	From_3:00 PM_	To_11:00 PM_	Tournament
Saturday	From_8:00 AM_	To_11:00 PM_	Saturday	From_8:00 AM_	To_11:00 PM_	May 10-11
,	From_1:00 PM_	To_11:00 PM_	Sunday	From_1:00 PM_	To_11:00 PM_	OD 5:-14- 7 9 0 9
						CR Fields 7 & 8, & Gainesway
Times (Daily	Schedule) Field #3		<u>Times (Daily</u>	Schedule) Field # 4		NSA Tournament
	From_3:00 PM_	To_Dark	Monday	From	To	June 15-16
Monday	From_3:00 PM_	To_ Dark	Tuesday	From	To	
Tuesday	From 3:00 PM_	To_Dark	Wednesday	From	To	CR Fields 7 & 8, &
Wednesday	From_3:00 PM_	To Dark	Thursday	From	To	Gainesway
Thursday	From_3:00 PM_	To_Dark	Friday	From	To	State Tournament
Friday	From_8:00 AM_	To_Dark	Saturday	From	To	July 5-7
Saturday	From 1:00 PM_	To Dark	Sunday	From	To	CR Fields 7 & 8, &
Sunday		10_ DG IN	· · · · · · · · · · · · · · · · · · ·			Gainesway
Times (Daily	Schedule) Field # 5	1	Times (Daily	Schedule) Field # 6		BGSG Tournament
	From	To	Monday	From	To	July 13-14
Monday Tuesday	From	To	Tuesday	From	To	CR Fields 7 & 8
Wednesday	From	To	Wednesday	From	To	NSA Tournament
•	From	To	Thursday	From	To	July 27-28
Thursday Friday	From	To	Friday	From	To	, -
Saturday	From	To	Saturday	From	To	
Sunday	From	To	Sunday	From	To	

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

MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

Franchise League will provide the following services:

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

MISCELLANEOUS

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

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

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

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

D.	SIGNATURES	^	Paul	Rect	· o (20.
	DIRECTOR, DIVISION OF PARKS AND RECREATION		LEAGUE PRES	IDENT (Prir	nt or Typ	e Name)
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	5-7-2013	-				
	DATE					
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	ATTEST					



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

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

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

Certificate florider in floor of documents	CONTACT	
PRODUCER	NAME:	
Westpoint Insurance Group, Ltd.	PHONE (800) 318-7709 FAX (A/C, No): (708)636-3915
-	l E-NAIL	
5920 W. 111th St	ADDRESS:	T
	INSURER(S) AFFORDING COVERAGE	NAIC #
Chicago Ridge IL 60415	INSURERA Lexington Insurance Co.	
INSURED	INSURER B Axis Global	
	INSURER C:	
National Softball Association	INSURER D:	<u> </u>
P.O. Box 7	INSURER E :	
Nicholasville KY 40340	INSURER F:	
COVERAGES CERTIFICATE NU	MBER:CL1313039792 REVISION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) 01/01/2013 01/01/2014 INSR WVD LIMITS POLICY NUMBER TYPE OF INSURANCE 3,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 011225792 GENERAL LIABILITY X Α 300,000 5 X COMMERCIAL GENERAL LIABILITY 5,000 MED EXP (Any one person) CLAIMS-MADE X OCCUR 3,000,000 PERSONAL & ADV INJURY S GENERAL AGGREGATE 4,000,000 \$ 3,000,000 PRODUCTS - COMP/OP AGG | \$ GEN'L AGGREGATE LIMIT APPLIES PER
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AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/E
OFFICER/MEMBER EXCLUDED'
(Mandatory in NH)
If yes desired.) DED WC STATU-TORY LIMITS ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ If yes, describe under DESCRIPTION OF OPERATIONS below 01/01/2013 01/01/2014 \$100 Deductible 100,000 SRPO-50299-214 Excess Accident Medical DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

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

Bluegrass Girls Fastpitch

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

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

ACORD 25 (2010/05)

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

CONTACT				
NAME-				
PHONE (800) 318-7709 FAX (A/C, No): (708) 636-3915				
E-MAIL				
ADDRESS:				
INSURER(S) AFFORDING COVERAGE NAIC #				
INSURER A: Lexington Insurance Co.				
INSURER B Axis Global				
INSURER C:				
INSURER D :				
INSURER É :				
INSURER F :				
788 REVISION NUMBER:				
AVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP
(MM/OD/YYYY) (MM/OD/YYYY) ADDL SUBR INSR WVD LIMITS TYPE OF INSURANCE POLICY NUMBER 3,000,000 01/01/2014 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) GENERAL LIABILITY 011225792 300,000 X COMMERCIAL GENERAL LIABILITY 5,000 5 MED EXP (Any one person) CLAIMS-MADE X OCCUR 3,000,000 PERSONAL & ADV INJURY 4,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER:
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AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDEO?
(Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ If yes, describe under DESCRIPTION OF OPERATIONS below 01/01/2013 01/01/2014 100,000 Excess Accident Medical DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage is in effect during the practice and play of any amateur softball. The certificate holder is an additional insured under the NSA policies listed above. Coverage for this team is effective:01/30/13 - 01/01/14 Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA. CANCELLATION DTICICATE HOLDER

CERTIFICATE HOLDER	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
NSA Sanction Numbers:	
2013KYKN0025 Thru 2013KYKN0052	AUTHORIZED REPRESENTATIVE
Bluegrass Girls Fastpitch	
PO Box 91793	
Lexington, KY 40591-0793	Terri Tomasik/AMZ

ACORD 25 (2010/05)

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

IMPORTANT: If the certificate holder is the terms and conditions of the policy, or	certain p	olicies may require an e	ndorsement. A state	ement on thi	s certificate does not c	onfer	rights to the
certificate holder in lieu of such endorse	ement(s)						
PRODUCER			CONTACT NAME:		EAV		
Westpoint Insurance Group,	Ltd.		PHONE (A/C, No. Ext): (800)	318-7709	FAX (A/C, No):	(708) 6	36-3915
5920 W. 111th St			E-MAIL ADDRESS:				
<u></u>					DING COVERAGE		NAIC#
Chicago Ridge IL 604	15		INSURER A Lexing	ton Insu	rance Co		
INSURED			INSURER B Axis G				
			INSURER C :				
National Softball Associati	lon		INSURER D :				
P.O. Box 7			INSURER E :				
Nicholasville KY 403	340		INSURER F				
COVERAGES CERT	IFICATE	NUMBER:CL1313039	792		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY PEXCLUSIONS AND CONDITIONS OF SUCH F	OF INSUI	RANCE LISTED BELOW HANT, TERM OR CONDITION THE INSURANCE AFFORT	IVE BEEN ISSUED TO I OF ANY CONTRACT DED BY THE POLICIE E BEEN REDUCED BY	S DESCRIBE PAID CLAIMS	D HEREIN IS SUBJECT T		
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CLAIMS-MADE X OCCUR	I		1		PERSONAL & ADV INJURY	\$	3,000,00
					GENERAL AGGREGATE	\$	4,000,00
						\$	3,000,00
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(Mandatory in NH) If yes, describe under	ļ				E.L. DISEASE - POLICY LIMIT		
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B Excess Accident Medical		SRPO-50299-214			\$100 Deductible		100,00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE Effective: 01/30/13 -01/01/14 The certificate holder is name Bluegrass Girls Fastpitch Please note - NSA Sanctioned	ned as	additional insure	ed with respect	ts to the		activ	rites of:
CERTIFICATE HOLDER			CANCELLATION				
LFUCG Parks & Recreation			THE EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE IEREOF, NOTICE WILL ICY PROVISIONS.	BE D	LLED BEFORE BELIVERED IN
200 East Main St. Lexington, KY 40507			AUTHORIZED REPRES	ENTATIVE		<i></i>	
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ACORD 25 (2010/05) INS025 (201005) 01	The A	ACORD name and lone	© 1	988-2010 AC	CORD CORPORATION.		



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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the CONTACT NAME: PHONE (A/C, No, Ext); (800) 318-7709 E-MAIL certificate holder in lieu of such endorsement(s).

FAX (A/C, No): (708) 636-3915 Westpoint Insurance Group, Ltd. 5920 W. 111th St RESS NAIC# INSURER(S) AFFORDING COVERAGE Chicago Ridge IL 60415 INSURER A Lexington Insurance Co. INSURED INSURER B Axis Global INSURER C National Softball Association INSURER D P.O. Box 7 INSURER E : INSURER F Nicholasville KY 40340 COVERAGES CERTIFICATE NUMBER:CL1313039788 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) 01/01/2013 01/01/2014 ADDLISUBR TYPE OF INSURANCE POLICY NUMBER INSR WVD 3,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) GENERAL LIABILITY 011225792 А 300,000 X COMMERCIAL GENERAL LIABILITY 5,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) 3,000,000 PERSONAL & ADV INJURY 4,000,000 GENERAL AGGREGATE 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER:
POLICY PRO- LOC PRODUCTS - COMP/OP AGG OMBINED SINGLE LIMI AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE 5 EXCESS LIAB AGGREGATE CLAIMS-MADE DED RETENTION\$ WC STATU-TORY LIMITS WORKERS COMPENSATION WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below ER Y/NE.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT | \$ 01/01/2013 01/01/2014 100,000 \$100 Deductible Excess Accident Medical SRPO-50299-214 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage is in effect during the practice and play of any amateur softball. The certificate holder is an additional insured under the NSA policies listed above. Coverage for this team is effective: 01/30/13 - 01/01/14 Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA. **CANCELLATION** CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. NSA Sanction Numbers: 2013KYKN0025 Thru 2013KYKN0052 AUTHORIZED REPRESENTATIVE Bluegrass Girls Fastpitch PO Box 91793 Lexington, KY 40591-0793

ACORD 25 (2010/05)

INS025 (201005) 01

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The ACORD name and long are registered marks of ACORD

Terri Tomasik/AMZ

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

Saturday

Sunday

1. Name of League: Eastern Little League

Name of Park(s): Ecton Park / Landsowne-Merrick Park

Number of league games at Ecton Park and Landsowne-Merrick Park will reflect the fall contract of 2011.

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

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

Name/location of Field # 3: Landsowne-Merrick Park Upper Baseball Field Name/location of Field # 4: Landsowne-Merrick Park Lower Baseball Field

Name/location of Field # 5: Name/location of Field # 6:

2. Length of Contract: From March 1, 2013 To July 31, 2013

Times /Daily	Schedule) Field # 1		Times (Daily Schedule) Field # 2			
Fines (Daily	Ochedulej i leid # 1		Times (Daily	· · · · · · · · · · · · · · · · · · ·		EXCEPTION(S)
Monday	From_3:00 PM*_	To_ Dark	Monday	From_3:00 PM*_	To_ Dark	
Tuesday	From_3:00 PM*_	To_ Dark	Tuesday	From_3:00 PM*_	To_Dark	Ecton Park Big Band & Jazz
Wednesday	From_3:00 PM*_	To_ Dark	Wednesday	From_3:00 PM*_	To_Dark	Concerts
Thursday	From_3:00 PM*_	To_ Dark	Thursday	From_3:00 PM*_	To_Dark	July 2, 9, 16, 23, 30
Friday	From_3:00 PM*_	To_ Dark	Friday	From_3:00 PM*_	To_ Dark	August 6, 13, 20,
Saturday	From_8:00 AM**_	To_Dark	Saturday	From_8:00 AM**_	To_Dark	27
Sunday	From_12:00 PM_		Sunday	From_12:00 PM_	To_Dark	
*Week	day games start at 4:0	00pm.	*Wee	ekday games start at 4:	00рт.	
		n Park: No use before 8:				
NOTE	: Parking at Ecton Pari	k strictly enforced by poli	ce. Illegal parkin	g subject to towing/tick	ret.	Lansdowne-Merrick Park
						Egg Hunt TBD
Times (Daily	Schedule) Field # 3		Times (Daily	Schedule) Field # 4		
Times (Daily	•			· · · · · · · · · · · · · · · · · · ·		
Monday	From_3:00 PM_	To_ Dark	Monday	From_3:00 PM_	To_ Dark	
Tuesday	From_3:00 PM_	To _Dark	Tuesday	From_3:00 PM_	To_ Dark	
Wednesday	From_3:00 PM_	To_ Dark	Wednesday	From_3:00 PM_		
Thursday	From_3:00 PM_	To_ Dark	Thursday	From_3:00 PM_	To_ Dark	
Friday	From_3:00 PM_	To_ Dark	Friday	From_3:00 PM_	To_ Dark	
Saturday	From_8:00 AM_	To_ Dark	Saturday	From_8:00 AM_	To_ Dark	
Sunday	From_1:00 PM_	To_ Dark	Sunday	From_1:00 PM_	To_ Dark	
Times (Daily	Schedule) Field # 5		Times (Daily Schedule) Field # 6			
Monday	From	To	Monday	From	То	
Tuesday	From	To	Tuesday	From	To	
Wednesday	From	To	Wednesday	From	To	
Thursday	From	To	Thursday	From	To	
Friday	From	To	Friday	From	To	
,				_	_	

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

Saturday

Sunday

From____

From___

Τo

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

To___

To

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

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

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

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

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

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

13 Janes	Mika Samper
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
1	_ 3752 Wary. 2,2 Walle
	STREET ADDRESS
Dear an (2a)	Larrytin 101 40 204
COMMISSIONAL GENERAL SERVICES	CITY STATE ZIP CODE
	3583500 543 5991
V	WORK PHONE HOME PHONE
	iselineal mojetianisti
	E-MAIL ADDRESS
	I Why Sterra
	LEAGUE PRESIDENT SIGNATURE
	12013
λ . /	DATE

MAYOR, LEXINGTON-FAYETTE UFBAN COUNTY GOVERNMENT

DATE

Muebuth Nyson, Danty Clark

CERTIFICATE OF LIABILITY INSURANCE	DATE 12/12/12			
Keystone Risk Managers, LLC	CERTIFICATE # 3170307-1			
1995 Point Township Drive Northumberland, PA 17867	1 17 03			
ADDITIONAL NAMED INSURED:	INSURERS AFFORDING COVERAGE:			
LEXINGTON EASTERN NATIONAL LL	INSURER A: LEXINGTON INSURANCE COMPAN'			
MIKE SANNER 3752 WARGRAVE WALK	INSURER B: NATIONAL UNION FIRE INSURANCE COMPANY OF PETTSBURGH, PA			
LEXINGTON KY 40509	INSURER C: CHARTIS SPECIALTY INSURANCE COMPANY			

COVERAGES

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

INSR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY		IMITS
	1110110	GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
A	¥	X OCCURRENCE	9472612	1/01/2013	1/01/2014	GENERAL AGGREGATE	\$2,000,000
le.	· ``	X INCL. PARTICIPANTS	Property Damage Dedu	ctible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
						SEXUAL ABUSE OCCURRENCE	\$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE AGGREGATE	\$2,000,000
		MEDICAL PAYMENTS				ANY ONE PERSON	
		THE STORY IN THE S				EACH LOSS	\$1,000,000
V	, X	DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	AGGREGATE	\$1,000,000
	x		010008417	1/01/2013	1/01/2014	EACH LOSS	\$35,000
	CRIME COVERAGE		Crime Deductible: \$250	AGGREGATE	NONE		
В	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2013	1/01/2014	As in Master Policy Med. Max. \$100,000 Dec. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

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

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless Structural alterations, new construction, manners, 1997
 performed by the above named Little League and 2. That part of the ball field or other premises not being used by the above named Little League 2. NAME AND ADDRESS OF PERSON OR ORGANIZATION:

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

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

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

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

COVERAGES

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

ADD'L		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MWDD/YYYY	1 .	LIMITS
INSHO	-	GENERAL LIABILITY	<u> </u>			EACH OCCURRENCE	\$1,000,000
,	-		! 9472412	1/01/2013	1/01/2014	GENERAL AGGREGATE	\$2,000,000
A	+					AGGREGATE	<u>\$1,000,000</u>
	<u> </u>		Troporty			OCCURRENCE 1	\$1,000,000
		SEXUAL ABUSE				SEXUAL ABUSE AGGREGATE	\$2,000,000
		MEDICAL PAYMENTS				ANY ONE PERSON	
 -	\vdash	MEDIOALTATMENTO				EACH LOSS	\$1,000,000
ΙX	İ	DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	AGGREGATE	\$1,000,000
}	+						\$35,000
٧		· · •	010008417	1/01/2013	1/01/2014	EACHLOSS	
"		CRIME COVERAGE	Crime Deductible: \$250	AGGREGATE	NONE		
	+	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2013	1/01/2014	As n Master Policy Med. Max. \$100,000 Ded \$50	As in Master Policy Excess
	ADD'L INSRD	X X X X X X X X X X X X X X X X X X X	TYPE OF INSURANCE GENERAL LIABILITY X OCCURRENCE X INCL. PARTICIPANTS X SEXUAL ABUSE MEDICAL PAYMENTS DIRECTORS & OFFICERS	ADD'L GENERAL LIABILITY X OCCURRENCE 7472612 X INCL. PARTICIPANTS Property Damage Dedu X SEXUAL ABUSE MEDICAL PAYMENTS DIRECTORS & OFFICERS CRIME COVERAGE Crime Deductible: \$250	TYPE OF INSURANCE POLICY NUMBER POLICY EFFECTIVE DATE MM/DD/YYYY X GENERAL LIABILITY X OCCURRENCE 9472612 1/01/2013 X INCL. PARTICIPANTS Property Damage Deductible: \$250 X SEXUAL ABUSE MEDICAL PAYMENTS DIRECTORS & OFFICERS 14756838 1/01/2013 X CRIME COVERAGE O10008417 1/01/2013 Crime Deductible: \$250 Property/\$1,000 Money	TYPE OF INSURANCE POLICY NUMBER POLICY EFFECTIVE DATE MM/DD/YYYY POLICY EXPIRATION DATE MM/DD/YYYY	TYPE OF INSURANCE POLICY NUMBER POLICY EFFECTIVE DATE MM/DD/YYYY GENERAL LIABILITY X OCCURRENCE 9472612 1/01/2013 1/01/2014 GENERAL AGGREGATE X INCL. PARTICIPANTS Property Damage Deductible: \$250 X SEXUAL ABUSE MEDICAL PAYMENTS DIRECTORS & OFFICERS 14756838 1/01/2013 1/01/2014 EACH LOSS CRIME COVERAGE CRIME COVERAGE O10008417 1/01/2013 1/01/2014 EACH LOSS CRIME Deductible: \$250 Property/\$1,000 Money AGGREGATE AS IN Master Policy Med. Max. \$100,000 Med. Max. \$100,000 Med. Max. \$100,000 Med. Max. \$100,000

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

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

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless Structural alterations, new construction, maintenance, represented by the above named Little League and performed by the above named Little League and 2. That part of the ball field or other premises not being used by the above named Little League NAME AND ADDRESS OF PERSON OR ORGANIZATION:

 NAME AND ADDRESS OF PERSON OR ORGANIZATION:

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

INSURED	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 3C DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LEGISLATION AND ADDRESS TO US.
539 U.S. RT. 15 HIGHWAY	Che Palle
South Williamsport, PA 17702	AUTHORIZED REPRESENTATIVE
	and the district of the state of

CONTRACT #113-2013

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

1. Name of League: Lexington Fast Pitch League

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

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

Name/location of Field # 2: Mary Todd Field

Name/location of Field # 3: Name/location of Field # 4: Name/location of Field # 5: Name/location of Field # 6:

2. Length of Contract: From March 1, 2013 To July 31, 2013

Times (Daily Schedule) Field # 1		Times (Daily	Schedule) Field # 2		EVOEDTION(S)
Monday From_3:00 PM_ Tuesday From_3:00 PM_ Wednesday From_3:00 PM_ Thursday From_3:00 PM_ Friday From_3:00 PM_ Saturday From_8:00 AM_ Sunday From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_ From_3:00 PM_ From_ From_3:00 PM_ From_	To_Dark To_Dark To_Dark To_Dark To To_Dark To_Dark To_Dark	EXCEPTION(S) BGSG Tournament July 12-14 Constitution Field
Times (Daily Schedule) Field # 3		Times (Daily	Schedule) Field #4		
Monday From Tuesday From Wednesday From Thursday From Friday From Saturday From Sunday From		Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From	To To To To To To To	
Times (Daily Schedule) Field # 5		Times (Daily	Schedule) Field # 6		
Monday From		Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From	To To To To To To To To To	

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- 2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
- 3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
- All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
- 5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
- 6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics

 Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
- 7. The League President or his/her designee will be the only contact with the Division.
- 8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
- Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the
 Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for
 such things as concession items and soft drink products.

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

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

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

D.	SIGNATURES	1 11 il +
	131 meed	Angela M. Horton
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
		LEAGUE PRESIDENT (Print or Type Name) 533 CYICKLE WOOD CT.
		STREET ADDRESS
	Left De	Lexination, Ly. 40505_
	COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
		859-381-3002 859-333-1828
		WORK PHONE , HOME PHONE ,
		angela harton 87@gmail.com
		EMAIL ADDRESS
		(Ivala MI HOLK
		LEAGUE PRESIDENT SIGNATURE
		1/22/2013
	N - /.	DATE
	May May	
	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	r
	\	
	5-7-2013	
	DATE	
	Weedolf Nilson, Don't Clar	
	ATTEST	



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

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

MPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PHONE (A/C. No. Ext): (800) 318-7709 E-MAIL ADDRESS; FAX (A/C, No): (708) 636-3915 Westpoint Insurance Group, Ltd. 5920 W. 111th St NAIC # INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Co 60415 Chicago Ridge INSURER B Axis Global INSURED INSURER C National Softball Association INSURER D: INSURER É P.O. Box 7 INSURER F ΚY Nicholasville CERTIFICATE NUMBER:CL1312839703 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. COVERAGES POLICY EFF POLICY EXP (MM/DD/YYYY) 01/01/2013 01/01/2014 ADDL SUBR INSR WVD POLICY NUMBER TYPE OF INSURANCE 3,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 011225792 X GENERAL LIABILITY 300,000 X COMMERCIAL GENERAL LIABILITY 5,000 MED EXP (Any one person) CLAIMS-MADE X OCCUR 3,000,000 PERSONAL & ADV INJURY 4,000,000 GENERAL AGGREGATE 3,000,000 PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILIT BODILY INJURY (Per person) | 5 ANY AUTO BODILY NJURY (Per accident) SCHEDULEO AUTOS NON-OWNED AUTOS ALL OWNED AUTOS PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS 3 EACH OCCURRENCE UMBRELLA LIAB OCCUR DED RETENTION \$

WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEWBER EXCLUDED?
(Mandatory in NH)
If yes, desorbe under AGGREGATE CLAIMS.MADE WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT | \$ if yes, describe under DESCRIPTION OF OPERATIONS below 01/01/2013 01/01/2014 s100 Deductible 100,00 SRPO-50299-214 B | Excess Accident Medical DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Effective: 01/28/13 -01/01/14 The certificate holder is named as additional insured with respects to the NSA sanctioned activites of: Lexington Fastpitch Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Lexington Fayette Urban County Government 200 E. Main St. AUTHORIZED REPRESENTATIVE Lexington, KY 40507 Salah Salah Salah Salah Salah Salah Salah Salah Salah Salah Salah Salah Salah Salah Salah Salah Salah Salah Sa Terri Tomasik/AMZ © 1988-2010 ACORD CORPORATION. All rights reserved ACORD 25 (2010/05) The ACADA as we and laws our engletored moder of ACADA

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

- Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
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2 Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.

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

A. FACILITY:

1. Name of League: Northern Babe Ruth

Name of Park(s): Constitution Park

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

Name/location of Field # 2:

Name/location of Field #3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

* At this time the Babe Ruth League has only 4 teams. Field and Batting Cage times will be reserved as listed in schedules received. Open times may be used by Franchise as needed and scheduled through the Athletics Office.

2. Length of Contract: From March 1, 2013 To July 31, 2013

Times (Daily	Schedule) Field # 1	Time	s (Daily Schedu	le) Field # 2		
			 -		т-	EXCEPTION(S)
Monday	From	To	Monday	From	To	
Tuesday	From	To	Tuesday	From	To	4.74
Wednesday	From	To	Wednesday	From	To	
Thursday	From	To	Thursday	From	<u>T</u> o	
Friday	From	To	Friday	From	To	
Saturday	From	To	Saturday	From	To	V 3
Sunday	From	To	Sunday	From	То	
Times (Daily	Schedule) Field # 3		Times (Daily	Schedule) Field #4		
Monday	From	To	Monday	From	To	
Tuesday	From	To	Tuesday	From	То	
Wednesday	From	To	Wednesday	From	To	
Thursday	From	To	Thursday	From	To	
Friday	From	To	Friday	From	To	
Saturday	From	То	Saturday	From	To	
Sunday	From	To	Sunday	From	To	
Times (Daily	Schedule) Field # 5		Times (Daily	Schedule) Field #6		
Monday	From	To	Monday	From	To	
Tuesday	From	To	Tuesday	From	To	
Wednesday	From	To	Wednesday	From	To	
Thursday	From	To	Thursday	From	To	
Friday	From	To	Friday	From	To	
Saturday	From	To	Saturday	From	To	
Sunday	From	To	Sunday	From	То	

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B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

- Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks
 Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work
 periods, budget permitting.
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Franchise League will provide the following services:

- · Drag and mark game fields
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- · Provide marking dust and quick dry
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C. MISCELLANEOUS

- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
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D.	SIGNATURES	
	Mangel	Jani Hollon
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
		578 Benton Rd
	9/ Man X	STREET ADDRESS
	July Jeel	Lexinator Ry 40505
	COMMISSIONER, GENERAL SERVICES	CITY J STATE ZIP CODE
		246-7461 230-9567
		WORK PHONE HOME PHONE
	•	ioni. hollan a. ama, l. com
		E-MAIL ADDRESS
		C Tox Diollon
		LEAGUE PRESIDENT SIGNATURE
		3/29/13
	A - 1	DATE
	MAN MAN	
	ALLYON LEVING ON EAST LUCIAN COLINEY COVERA	MENT
	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERN	IMEN I
	V5 1 2013	

ACORD IM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/20/2013

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

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

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

CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID Cheryl Pettibone PRODUCER FAX (A/C, No): K&K Insurance Group, Inc 800-441-3994 1712 Magnavox Way P.O. Box 2338 Cheryl.Pettibone@kandkinsurance.com Fort Wayne CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A Nationwide Life Insurance Co. INSURED Nationwide Mutual Insurance Co. INSURER B NORTHERN BABE RUTH LEAGUE INSURER C: 578 Benton Road INSURER D: 40505 Lexington, KY.

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ACORD 25 (2009/09)

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ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Cheryl Pettibone PRODUCER NAME:
PHONE
(A/C, No. Ext):
E-MAIL
ADDRESS:
PRODUCER FAX (A/C, No): K&K Insurance Group, Inc 800-441-3994 1712 Magnavox Way Cheryl.Pettibone@kandkinsurance.com P.O. Box 2338 Fort Wayne CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Nationwide Life Insurance Co. INSURED INSURER B NORTHERN BABE RUTH LEAGUE INSURER C 578 Benton Road INSURER D: 40505 Lexinaton, KY. REVISION NUMBER COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP
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AUTHORIZED REPRESENTATIVE

Statt hun

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

1. Name of League: Northern Cal Ripken

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

Name/location of Field # 1: Kenawood Field 1
Name/location of Field # 2: Kenawood Field 2
Name/location of Field # 3: Kenawood Field 3
Name/location of Field # 4: Marlboro Field
Name/location of Field # 5: Mary Todd Field

Name/location of Field # 6:

2. Length of Contract: From March 1, 2013 To July 31, 2013

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

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

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

21 Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments never agreed upon and shall make this agreement built and void.

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

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

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	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name) 306 MAN HATTAN DZ.
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	COMVINIONER, GENERAL SERVICES .	STATE ZIP CODE 859 - 9098
		WORK PHONE HOME PHONE hobbs. billy oinsight be com
	•	E-MAIL ADDRESS
		LEAGUE PRESIDENT SIGNATURE
	Dring (Mar)	DATE
	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMEN	
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CERTIFICATE OF LIABILITY INSURANCE

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

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1712	Insurance Group, Inc Magnavox Way				(A/C, No. Ext): E-MAIL		ibone@kandkinsurance.com	
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ACORD 25 (2009/09)

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NATIONWIDE LIFE INSURANCE COMPANY

(Herein called the Company)

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

CERTIFICATE OF INSURANCE

MEMBER: NORTHERN CAL RIPKEN LEAGUE

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

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

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

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

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

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

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

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

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

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

BLANKET ACCIDENT BENEFITS CERTIFICATE

SRBR-100-1C

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

2 Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.

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

A. FACILITY:

1. Name of League: South Lexington Babe Ruth

Name of Park(s): Shillito Park

Name/location of Field # 1: Shillito Field A
Name/location of Field # 2: Shillito Field B
Name/location of Field # 3: Shillito Field C

Name/location of Field # 4: Name/location of Field # 5: Name/location of Field # 6:

2. Length of Contract: From March 1, 2013 To July 31, 2013

Times (Daily S	Schedule) Field # 1		Times (Daily:	Schedule) Field # 2		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	EXCEPTION(S)
Times (Daily S	Schedule) Field # 3		Times (Daily	Schedule) Field #4		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From	To To To To To To To To	
Times (Daily S	Schedule) Field # 5		Times (Daily	Schedule) Field # 6		
Monday Tuesday Wednesday Thursday Friday Saturday	From	To To To To To To	Monday Tuesday Wednesday Thursday Friday Saturday	From_From	To To To To To To	
Sunday	From	To	Sunday	From	To	

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

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

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

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

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

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

D.	SIGNATURES	Ph. a Tualac
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
	DIRECTOR, DIVISION OF PARKS AND RECREATION	2217 Lovell Ct.
	77 1/ M. /	STREET ADDRESS
	My Miles	CITY STATE ZIP CODE
	EOMMISSIONER, GENERAL SERVICES	89.531.8289 859.368.0367
		WORK PHONE HOME PHONE
		rdoentwhicker@amail.com E-Mail ADDRESS/ 1, Sp. 1
		Prist Will
		LEAGUE PRESIDENT SIGNATURE
		2/28/13
	No. And	DATE
	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMEN	т
	S 2112	
	DATE	
	Alora Ditto Ni Day Derita (Qo_b
	ATTEST	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED BELOW. REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Cheryl Pettibone**

CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRE 800-441-3994 K&K Insurance Group, Inc 1712 Magnavox Way Cheryl.Pettibone@kandkinsurance.com E-MAIL ADDRESS: PRODUCER CUSTOMER ID # P.O. Box 2338 Fort Wayne NAIC # INSURER(S) AFFORDING COVERAGE Nationwide Life Insurance Co. INSURER A INSURED Nationwide Mutual Insurance Co. INSURER B SOUTH LEXINGTON BABE RUTH LEAGUE INSURER C: P.O. Box 23846 INSURER D Lexington, KY, 40523 CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE | ADDL SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | POLICY EXP | COVERAGES LTR \$1,000,000 EACH OCCURRENCE GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 X COMMERCIAL GENERAL LIABILITY 5,000 Χ MED EXP (Any one person) CLAIMS-MADE X OCCUR 02/01/2014 12:01 AM 02/02/2013 12:01AM \$1,000,000 RPG-257083-00 PERSONAL & ADV INJURY GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER PARTICIPANT LEGAL LIABILITY \$1,000,000 POLICY PROJECT OMBINED SINGLE LIMIT \$1,000,000 AUTOMOBILE LIABILITY (Ea Accident) BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) ALL OWNED AUTOS PROPERTY DAMAGE (Per accident) 02/02/2013 12:01AM RPG-257083-00 SCHEDULED AUTOS Х HIRED AUTOS NON-OWNED AUTOS EACH OCCURRENCE LIMBRELLA LIAB OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABLITY OTHER Y/N E.L. EACH ACCIDENT ANY PROPRIETORSHIP/PARTNI EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A E.L. DISEASE – EA EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - PÓLICY LIMIT PARTICIPANT ACCIDENT 10,000 02/02/2013 12:01AM AD&D PRIMARY MEDICAL SPP-257084-00 250,000 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. RE Owner, manager or lessor of the premises where you conduct practices or ga SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE CANCELLATION

ACORD 25 (2009/09)

200 E. Main St Lexington, KY

CERTIFICATE HOLDER

Evidence of Coverage

Lexington-Fayette Urban County Government

40504

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

tott

The ACORD name and logo are registered marks of ACORD

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

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

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A. FACILITY:

1. Name of League: South Lexington Youth Baseball

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

Name/location of Field # 1: Bambino Field at Shillito Park
Name/location of Field # 2: Bambino Field at Shillito Park
Name/location of Field # 3: Bambino Field at Shillito Park

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

Name/location of Field # 5: Meadowbrook Park Field

Name/location of Field # 6:

2. Length of Contract: From March 1, 2013 To July 31, 2013

Times (Daily Schedule) Field # 1		Times (Daily	Schedule) Field # 2		EVCEDTION(\$)
Monday From_3:00 PM_ Tuesday From_3:00 PM_ Wednesday From_3:00 PM_ Thursday From_3:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	EXCEPTION(S) 4 Shillito Fields BGSG 7U Tournament July 19-21 T-Ball Tournament July 19-21
Times (Daily Schedule) Field # 3		Times (Daily	Schedule) Field #4		12U Shillito
	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark	Aug TBD
Times (Daily Schedule) Field # 5		Times (Daily Schedule) Field # 6			
Monday From	To To_Dark To_Dark To_Dark To To To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From From	To To To To To To To To	

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- 5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
- 6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
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- 9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
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- 12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.
- 13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
- 14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
- 15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
- 16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
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- 19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

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

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

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

D.	SIGNATURES	
	Manuel	STEVHEN A. DAY
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
		3508 CEPHASWAY
		STREET ADDRESS
	//sellen //ce 1	LEXINGTON KY 40503
	COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
		(854) 333-4652.
		WORK PHONE HOME PHONE
		SLYB@INSIGHTBB COM
		E-MAIL ADDRESS 1
		LEAGUE PRESIDENT SIGNATURE
		2-25-13
	à .	DATE

DATE

ATTEST

ACORD TA

CERTIFICATE OF LIABILITY INSURANCE

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

	ertificate holder in lieu of such endors		-(-,/-		CONTACT NAME:	Cheryl P		
	Insurance Group, Inc				PHONE (A/C, No. Ext):	800-441-	3994 FAX (A/C, No):	
	Magnavox Way				E-MAIL ADDRESS:	Cheryl.Pett	ibone@kandkinsurance.com	
	Box 2338 Wayne				PRODUCER CUSTOMER ID #:			
	,						RDING COVERAGE	NAIC #
SUF	ED				INSURER A:		ide Life Insurance Co.	
3O1	JTH LEXINGTON YOUTH CAL RIPKEN	LEAC	3UE		INSURER B:	Nationw	ide Mutual Insurance Co.	
	. Box 24236				INSURER C:			
.ex	ngton, KY, 40524				INCONCEND:			
							PENDION NUMBER	<u> </u>
	LIGIOLO			ATE NUMBER:	VE BEEN ISSUE	D TO THE IN	REVISION NUMBER:	HE POLICY PERIO
IIS	IS TO CERTIFY THAT THE POLICIES OF CATED. NOTWITHSTANDING ANY REQUIR	INSU REME	RANC NT, T	E LISTED BELOW HA ERM OR CONDITION	OF ANY CONTE	RACT OR OTH	IER DOCUMENT WITH RESPE	CT TO WHICH TH
	CATED. NOTWITHSTANDING ANY REQUIR TIFICATE MAY BE ISSUED OR MAY PERT LUSIONS AND CONDITIONS OF SUCH POLIC							O ALL THE TERM
R	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICYEFF	POLICY EXP (MM/DD/YYYY)	LIMITS	<u> </u>
+	GENERAL LIABILITY	INSK	MAAD		(MARKED STITLE)	(MANUSSITE OF TAXA	EACH OCCURRENCE	\$1,000,000
1	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
+	CLAIMS-MADE X OCCUR	Χ					MED EXP (Any one person)	\$ 5,000
-				RPG-257083-00	02/01/2013 12:01AM	02/01/2014 12:01 AM	PERSONAL & ADV INJURY	\$1,000,000
f						!	GENERAL AGGREGATE	\$5,000,000
ţ	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	\$1,000,000
ľ	POLICY PROJECT LOC						PARTICIPANT LEGAL LIABILITY COMBINED SINGLE LIMIT	\$1,000,000
٦	AUTOMOBILE LIABILITY		Ì				(Ea Accident)	\$1,000,000
	ANY AUTO					!	BODILY INJURY (Per person)	
Į	ALL OWNED AUTOS				02/01/2013	02/01/2014	BODILY INJURY (Per accident) PROPERTY DAMAGE	
	SCHEDULED AUTOS			RPG-257083-00	02/01/2013 12:01AM	12:01 AM	(Per accident)	
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	AND EMPLOYERS' LIABLITY ANY PROPRIETORSHIP/PARTNER/				l		E.L. EACH ACCIDENT	
	EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	1				E.L. DISEASE – EA EMPLOYEE	
	(Mandatory in NH) If yes, describe under		1				E.L. DISEASE - POLICY LIMIT	
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Lexington-Fayette Urban County Government Division of Parks and Recreation 469 Parkway Drive Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

1. Name of League: Southeastern Babe Ruth

Name of Park(s): Veterans Park

Name/location of Field # 1: Babe Ruth Game Field
Name/location of Field # 2: Babe Ruth Practice Field

Name/location of Field # 3: Name/location of Field # 4: Name/location of Field # 5: Name/location of Field # 6:

2. Length of Contract: From March 1, 2013 To July 31, 2013

Times (Daily S	ichedule) Field # 1		Times (Daily S	chedule) Field # 2	[EVACOTION(C)
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM To_11:00 PM To_11:00 PM To_11:00 PM To_11:00 PM To_11:00 PM To_11:00 PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark	EXCEPTION(S)
Times (Daily S	Schedule) Field # 3		Times (Daily S	Schedule) Field # 4		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From	To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From	To To To To To To To To	
Times (Daily	Schedule) Field # 5		Times (Daily	Schedule) Field # 6		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	To To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From	To	

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

- The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- 2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
- The League must submit a certificate of all insurances to the Division Athletics Department before the first use
 of the facility each season. The Lexington Fayette Urban County Government must be included as an
 Additional Insured.
- 4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
- The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
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D.

SIGNATURES	Jason Berge
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEACUE DDESIDENT (Print or Type Name)
Dollar Mark	720 Rose Hurst Way STREET ADDRESS Lexisten Ky 40515 CITY STATE ZIP CODE
COMMISSIONER, DENERAL SERVICES	CITY STATE ZIP CODE 859 36/1228
	WORK PHONE HOME PHONE
	berge jasen@gmail.com E-MAIL ADDRESS
	LEAGUE PRESIDENT SIGNATURE
	2/22/2013
A - /	DATE
Sim Chank	
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMEN	Т
DATE	
Marchith N. Joan, Denty Clark	

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE (A/C, No. Ext): **Cheryl Pettibone** PRODUCER FAX (A/C, No): K&K Insurance Group, Inc 800-441-3994 1712 Magnavox Way P.O. Box 2338 E-MAIL Cheryl.Pettibone@kandkinsurance.com ADDRESS: PRODUCER CUSTOMER ID #: Fort Wayne INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Life Insurance Co. INSURER B: Nationwide Mutual Insurance Co. SOUTHEASTERN BABE RUTH LEAGUE INSURER C P.O. Box 23915 INSURER D: Lexington, KY, 40523 CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) LIMITS TYPE OF INSURANCE POLICY NUMBER LTR EACH OCCURRENCE \$2,000,000 GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurre X COMMERCIAL GENERAL LIABILITY \$ 300,000 MED EXP (Any one person) 5,000 Х CLAIMS-MADE X OCCUR 03/02/2013 12:01AM 02/01/2014 12:01 AM \$2,000,000 RPG-257083-00 PERSONAL & ADV INJURY GENERAL AGGREGATE L\$5 000 000 PRODUCTS-COMP/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT PARTICIPANT LEGAL LIABILITY \$2,000,000 COMBINED SINGLE LIMIT \$1,000,000 AUTOMOBILE LIABILIT (Ea Accident) BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) ALL OWNED AUTOS PROPERTY DAMAGE (Per accident) 02/01/2014 12:01 AM 03/02/2013 12:01AM RPG-257083-00 SCHEDULED AUTOS HIRED AUTOS X NON-OWNED AUTOS EACH OCCURRENCE UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE AGGREGATE DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABLITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE ndatory in NH) E L. DISFASE - POLICY LIMIT yes, describe under DESCRIPTION OF OPERATIONS below PARTICIPANT ACCIDENT 10,000 03/02/2013 12:01AM AD&D PRIMARY MEDICAL SPP-257084-00 12:01 AM 250,000 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. RE nanager or lessor of the premises where you conduct practices or games SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Evidence of Coverage**

Lexington Fayette Urban County Government

200 E. Main St Lexington, KY 40504

AUTHORIZED REPRESENTATIVE

Statt hul

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

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GENERAL TERMS:

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

A. FACILITY:

1. Name of League: Southeastern Cal Ripken Baseball

Name of Park(s): Veterans Park / 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 field only)

2. Length of Contract: From March 1, 2013 To July 31, 2013

Z, Le	rigui oi Contract.	110111 <u>1110-1511 11 = 5 1 </u>				
Times (Daily :	Schedule) Field # 1		Times (Daily S	Schedule) Field # 2		EXCEPTION(S)
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	BGSG Softball Tournament Veterans July 12-14 8U Tournament Fields TBD July 26-28
Times (Daily	Schedule) Field # 3		Times (Daily	Schedule) Field #4		10U Tournament
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	August Dates & Fields TBD by BGSG
Times (Daily	Schedule) Field # 5		Times (Daily	Schedule) Field # 6		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From _3:00 PM_ From From From _3:00 PM_ From _8:00 AM_ From _1:00 PM_	To_Dark To To To To_Dark To_Dark To_Dark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_		March 1- April 15 March 1- April 15

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

- Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks
 Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work
 periods, budget permitting.
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- 5. The Division of Parks and Recreation will perform the following maintenance services:
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 - Drag practice fields
 - Mow outside complex (limited schedule)

Franchise League will provide the following services:

- Drag and mark game fields
- Cut grass, edge, and trim within game fields
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- 15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
- 16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
- 17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
- 18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
- 19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

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

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

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

D.	SIGNATURES			
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESI	DENT (Print	WALT (SEPARATE or Type Name) PAGE)
	L. W. 12-6	STREET ADDRE	ESS	
	COMMISSIONER, GENERAL SERVICES	CITY	STATE	ZIP CODE
		WORK PHONE		HOME PHONE
		E-MAIL ADDRES	SS	
		LEAGUE PRESI	DENT SIGN	ATURE
		DATE		
	MAYOR, LEXINGTON-FAYET E UREAN COUNTY GOVERNMEN	NT		
	5-1-2013			
	DATE (Oat			
	ATTEST Whedith Niften, Danty Werk	<u>-</u> _		

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SIGNATURES							
	CANAL DESCRIPTION OF THE NAME OF						
DIRECTOR. DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)						
	OTDEET ADDRESS						
	STREET ADDRESS						
	warm ten bill Hilliand						
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE						
	371 ROW 1581						
	WORK PHONE HOME PHONE						
	Education many						
	E-MAIL ADDRESS LEAGUE PRESIDENT SIGNATURE						
							2.26.13
							DATE
	Address of the Control of the Contro						
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GO	VERNMENT						
DITE	Terminal Marian Control of Contro						
DATE							
ATTEST							

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

the certificate holder in lieu of such endo	rsement(s).				
	· · · · · · · · · · · · · · · · · · ·	CONTACT NAME:	Cheryl Pettibone		
PRODUCER K&K Insurance Group, Inc		PHONE (A/C, No. Ext):	800-441-3994	FAX (A/C, No):	
1712 Magnavox Way		E-MAIL ADDRESS:	Cheryl.Pettibone@kandkir	surance.com	
P.O. Box 2338		PRODUCER CUSTOMER ID #:			
Fort Wayne			SURER(S) AFFORDING COVER	AGE	NAIC #
	F	INSURER A: Nationwide Life Insurance Co.			
SOUTHEASTERN CAL RIPKEN LEAGUE		INSURER B:	Nationwide Mutual	nsurance Co.	
P.O. Box 23466		INSURER C:			
Lexington, KY 40523		INSURER D:			
	CERTIFICATE NUMBER:		REVISIO	NUMBER:	
COVERAGES	CEVILLIONIE HOMBEL		THE WALLEST WALLE	D ABOVE FOR THE	POLICY PERM

	WEDACES	TIFIC	ATE NUMBER:	REVISION NUMBER:				
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B	X COMMERCIAL GENERAL LIABILITY						MED EXP (Any one person)	\$ 5,000
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		^		KI G-25,000 00	12.01 AW	12.01 AW	GENERAL AGGREGATE	\$5,000,000
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	POLICE THOUSAND	┼─	-	 			COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
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1	Es esta Labora County				THE EXPIR	ATION DATE	THEREOF NOTICE WILL	BE DELIVERED IN
ı	Lexington Fayette Urban County Government				ACCORDAN	CE WITH THE	POLICY PROVISIONS.	
1	200 E. Main St.				AUTHORIZED	REPRESENTATI	VE	
•	Lexington KY 40504				1	,	,	
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Lexington-Fayette Urban County Government Division of Parks and Recreation 469 Parkway Drive Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

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

Name of Park(s): Cardinal Run Park

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

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

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

(shared use per agreement with Western Little League)

- CARDINAL RUN FIELD #2

Name/location of Field # 4:

Name/location of Field # 5:

2. Length of Contract: From March 1, 2013 To July 31, 2013

	·					
Times (Daily S	Schedule) Field # 1		Times (Daily	Schedule) Field # 2		EXCEPTION(S)
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	CR Fields 2 & 5 Middle School State Tournament May 10-11 CR Fields 2 & 5 NSA Tournament June 15-16
Times (Daily	Schedule) Field #3		Times (Daily	Schedule) Field # 4		BGSG Tournament
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_ Schedule) Field # 5	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From	To To To To To To To	August TBD at CR CR Fields 2 & 5 NSA Tournament July 27-28 Douglas T-Ball Field 8:30 AM - 3:30 PM April 13 & 27 May 11 & 25
Monday Tuesday Wednesday Thursday Friday Saturday	From	To To To To To				

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

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To

From_

Sunday

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 Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods,
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- 15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
- 16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
- 17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
- 18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
- 19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
- 21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

D.	SIGNATURES	SEAN CAVINS
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
	COMMISSIONER, GENERAL SERVICES	STREET ADDRESS LEXINGTON KY 40514 CITY STATE ZIP CODE
	COMMISSIONELL, SEIVELVIL GERVIOLG	859-797-1550 859-523-3145 WORK PHONE HOME PHONE
		SOUTHWEST PONY® YAHOO. COM EMAIL ADDRESS LEAGUE PRESIDENT SIGNATURE
	No.: /A.	DATE 2/2/15
	MAYOR, LEXINGTON-FAYETH URBAN COUNTY GOVERNMEN	NT
	ATTEST Wordith Work Denty Clerk	
	ATTEST WORKS ATTEST	-



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

Neace Lukens - Lexington/ Assured NL Insurance Agency Inc 2416 Sir Barton Way, Suite 300 Lexington, KY 40509

CONTACT Pam Crenshaw PHONE (A/C, No, Ext): (859) 543-1716 E-MAIL ADDRESS:

FAX (A/C, No): (859) 543-1987

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Casualty Co

INSURER R

INSURER F

11991

INSURED

Southwest Lexington Pony Baseball, Inc.

Po Box 8288

Lexington, KY 40533-8288

INSURER C INSURER D

CERTIFICATE NUMBER: COVERAGES

REVISION NUMBER:

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

GENERAL LIABILITY A X COMMERCIAL GENERAL LIABILITY PK201300002314 3/1/2013 3/1/2014 PAGE TO RENTED PREMISES (Ea occurrence) 5 CLAIMS-MADE X OCCUR X Participant Legal Li GENERAL LIABILITY PK201300002314 3/1/2013 3/1/2014 PREMISES (Ea occurrence) 5 MED EXP (Any one person) 5 GENERAL AGGREGATE S GENERAL AGGREGATE S PRODUCTS - COMP/OP AGG 5	1,000,000 300,000 0 1,000,000 2,000,000 1,000,000
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X Participant Legal Li PERSONAL & ADV INJURY S GENERAL AGGREGATE S TRANSPORTED AGGREGATE S	1,000,000 2,000,000
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TIMED ACTOS	
UMBRELLA LIAB X OCCUR EACH OCCURRENCE \$	4,000,000
A X EXCESS LIAB CLAIMS-MADE EX201300000022 3/1/2013 3/1/2014 AGGREGATE S	4,000,000
DED RETENTIONSS	
WORKERS COMPENSATION WC STATU- OTH- TORY LIMITS ER	
AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICIENT MEMBER SYCILIDERS N/A E.L. EACH ACCIDENT S	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE S	
If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT S	
A Accident Medical 9907915 3/1/2013 3/1/2014	250,000
A Cat Medical 99070917 3/1/2013 3/1/2014	500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

1. Name of League: Western Little League

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

Name/location of Field # 1: Cardinal Run Field #1 (game use only-no practices) Name/location of Field # 2: Cardinal Run Field #5 (game use only-no practices) Name/location of Field # 3: Cardinal Run Field # 2 ((game use only-no practices)

(shared use per agreement with Southwest Pony Baseball League)

Name/location of Field # 4: Wolf Run Major League Field Name/location of Field # 5: Wolf Run Minor League Field Name/location of Field # 6: Wolf Run T-Ball Field

2. Length of Contract: From March 1, 2013 To July 31, 2013

Times (Daily S	Schedule) Field # 1		Times (Daily S	Schedule) Field # 2		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	EXCEPTION(S) CR Field 2 & 5 Middle School Tournament May 10-11 CR Fields 2 & 5 NSA Tournaments June 15-16
Times (Daily	Schedule) Field # 3		Times (Daily	Schedule) Field #4		CD Fields 2 8 F
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_ To_11:00 PM_	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark	CR Fields 2 & 5 NSA State Tournament July 5 - 7 BGSG Tournament August TBD CR Fields 7 & 8 NSA Tournament July 27-28
Times (Daily	Schedule) Field # 5		Times (Daily	Schedule) Field # 6		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_3:00 PM_ From_8:00 AM_ From_1:00 PM_	To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark To_Dark	

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

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

- the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
- 9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
- 11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
- 12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.
- 13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
- 14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
- 15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
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- 21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

COMMISSIONER, GENERAL SERVICES

R Gerald Gordon

LEAGUE PRESIDENT (Print or Type Name)

2820 Ashbrooke Drive

STREET ADDRESS

Lexington KY 40513

CITY STATE

ZIP CODE

<u>859-363-5991</u> WORK PHONE

HOME PHONE

__president@wllbb.com

E-MAIL ADDRESS

LEAGUE PRESIDENT SIGNATURE

3/6,/2013

DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

CERTIFICATE OF LIABILITY	DATE 1/30/13		
Keystone Risk Managers, LLC	CERTIFICATE # 3170320-1		
1995 Point Township Drive Northumberland, PA 17867	1 17 03		
ADDITIONAL NAMED INSURED:		INSURERS AFFORDING COVERAGE:	
WESTERN LL		INSURER A: LEXINGTON INSURANCE COMPAI	
GERALD GORDON 2820 ASHBROOK LN	4	INSURER B: NATIONAL UNION FIRE INSURANG (Non-Liability)	
LEXINGTON	KY 40513		
		INSURER C: CHARTIS SPECIALTY INSURANCE COMPANY	

COVERAGES

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

INSR LTR	ADD'L INSRD	Γ.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	l l	LIMITS
	1145113	1	GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
Α	Х	X		9472612	1/29/2013	1/01/2014	GENERAL AGGREGATE	\$2,000,000
•1	,,,		INCL. PARTICIPANTS	Property Damage Dedu	ictible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		_	INOL. 1 ALTHOR 74470	r roporty Daniego Des		***************************************	SEXUAL ABUSE OCCUBRENCE	\$1,000,000
		X	SEXUAL ABUSE				SEXUAL ABUSE AGGREGATE	\$2,000,000
	!	-	MEDICAL PAYMENTS				ANY ONE PERSON	
		╁─	MEDIONETINI				EACH LOSS	\$1,000,000
f			DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	AGGREGATE	\$1,000,000
							EACH LOSS	\$35,000
.,			CRIME COVERAGE	Crime Deductible: \$250	Property/\$1,000 Money	<i>,</i>	AGGREGATE	NONE
В	Х	5	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2013	1/01/2014	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

ADDITIONAL INSURED

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

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and

2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

INSURED	CANCELLATION
Little League Baseball Risk Purchasing Group, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.
539 U.S. RT. 15 HIGHWAY	Sandel 4
South Williamsport, PA 17702	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

BLANKET-AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL INSURED(S) LISTED ON CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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