

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

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

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

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

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

Name/location of Field # 3: Gainesway Field

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

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

<u>Times (Daily Schedule) Field # 1</u>			<u>Times (Daily Schedule) Field # 2</u>		
Monday	From <u>3:00 PM</u>	To <u>11:00 PM</u>	Monday	From <u>3:00 PM</u>	To <u>11:00 PM</u>
Tuesday	From <u>3:00 PM</u>	To <u>11:00 PM</u>	Tuesday	From <u>3:00 PM</u>	To <u>11:00 PM</u>
Wednesday	From <u>3:00 PM</u>	To <u>11:00 PM</u>	Wednesday	From <u>3:00 PM</u>	To <u>11:00 PM</u>
Thursday	From <u>3:00 PM</u>	To <u>11:00 PM</u>	Thursday	From <u>3:00 PM</u>	To <u>11:00 PM</u>
Friday	From <u>3:00 PM</u>	To <u>11:00 PM</u>	Friday	From <u>3:00 PM</u>	To <u>11:00 PM</u>
Saturday	From <u>8:00 AM</u>	To <u>11:00 PM</u>	Saturday	From <u>8:00 AM</u>	To <u>11:00 PM</u>
	From <u>1:00 PM</u>	To <u>11:00 PM</u>	Sunday	From <u>1:00 PM</u>	To <u>11:00 PM</u>

<u>Times (Daily Schedule) Field # 3</u>			<u>Times (Daily Schedule) Field # 4</u>		
Monday	From <u>3:00 PM</u>	To <u>Dark</u>	Monday	From _____	To _____
Tuesday	From <u>3:00 PM</u>	To <u>Dark</u>	Tuesday	From _____	To _____
Wednesday	From <u>3:00 PM</u>	To <u>Dark</u>	Wednesday	From _____	To _____
Thursday	From <u>3:00 PM</u>	To <u>Dark</u>	Thursday	From _____	To _____
Friday	From <u>3:00 PM</u>	To <u>Dark</u>	Friday	From _____	To _____
Saturday	From <u>8:00 AM</u>	To <u>Dark</u>	Saturday	From _____	To _____
Sunday	From <u>1:00 PM</u>	To <u>Dark</u>	Sunday	From _____	To _____

<u>Times (Daily Schedule) Field # 5</u>			<u>Times (Daily Schedule) Field # 6</u>		
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 _____	To _____

EXCEPTION(S)

CR Fields 7 & 8
Lafayette H.S. Exchange
April 19-20

CR Fields 7 & 8
Middle School State
Tournament
May 10-11

CR Fields 7 & 8, & Gainesway
NSA Tournament
June 15-16

CR Fields 7 & 8, & Gainesway
State Tournament
July 5-7

CR Fields 7 & 8, & Gainesway
BGSF Tournament
July 13-14

CR Fields 7 & 8
NSA Tournament
July 27-28

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

MISCELLANEOUS

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

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

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

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

D. SIGNATURES

[Signature]
DIRECTOR, DIVISION OF PARKS AND RECREATION

[Signature]
COMMISSIONER, GENERAL SERVICES

Paul Rector Jr.
LEAGUE PRESIDENT (Print or Type Name)
1404 Gatlinburg Ct
STREET ADDRESS
Lexington Ky 40515
CITY STATE ZIP CODE
859-684-7129
WORK PHONE HOME PHONE
prector113@yahoo.com
E-MAIL ADDRESS
[Signature]
LEAGUE PRESIDENT SIGNATURE
2/27/13
DATE

[Signature]
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

5-7-2013
DATE

[Signature]
ATTEST



CERTIFICATE OF LIABILITY INSURANCE

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).

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

COVERAGES	CERTIFICATE NUMBER: CL1313039792	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	011225792	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 3,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	GENTL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 4,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		EACH OCCURRENCE \$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N				WC STATUTORY LIMITS OTHER	
If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$	
B	Excess Accident Medical		SRPO-50299-214	01/01/2013	01/01/2014	\$100 Deductible 100,000	

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

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

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PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	CONTACT NAME:	
	PHONE (A/C No. Ext): (800) 318-7709	FAX (A/C No.): (708) 636-3915
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lexington Insurance Co.		
INSURER B: Axis Global		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			011225792	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$
B	Excess Accident Medical			SRPO-50299-214	01/01/2013	01/01/2014	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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.

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



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1/30/2013

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INSURED National Softball Association P.O. Box 7 Nicholasville KY 40340	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Lexington Insurance Co.	
	INSURER B:	Axis Global	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL1313039792 REVISION NUMBER:

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	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 3,000,000	
							GENERAL AGGREGATE \$ 4,000,000	
							PRODUCTS - COM/OP AGG \$ 3,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$	
		<input type="checkbox"/> CLAIMS-MADE					\$	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
B	Excess Accident Medical			SRPO-50299-214	01/01/2013	01/01/2014	\$100 Deductible 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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 Bluegrass Girls Fastpitch
 Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

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

ACORD 25 (2010/05)
INS025 (201005) 01

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CERTIFICATE OF LIABILITY INSURANCE

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).

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

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		011225792	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Accident Medical		SRPO-50299-214	01/01/2013	01/01/2014	\$100 Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage is in effect during the practice and play of any amateur softball. The certificate holder is an additional insured under the NSA policies listed above.
Coverage for this team is effective: 01/30/13 - 01/01/14
Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

CERTIFICATE HOLDER

NSA Sanction Numbers:
2013KYKN0025 Thru 2013KYKN0052
Bluegrass Girls Fastpitch
PO Box 91793
Lexington, KY 40591-0793

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Terri Tomasik/AMZ

ACORD 25 (2010/05)
INS025 (201005) 01

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

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

Name of Park(s): **Ecton Park / 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

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

*Weekday games start at 4:00pm.

**Batting Cages at Ecton Park: No use before 8:00 am-Signage posted by League.

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

Times (Daily Schedule) Field # 2

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

*Weekday games start at 4:00pm.

EXCEPTION(S)

Ecton Park
Big Band & Jazz
Concerts
July 2, 9, 16, 23, 30
August 6, 13, 20,
27

Landsowne-Merrick Park
Egg Hunt TBD

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

C. MISCELLANEOUS

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

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

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

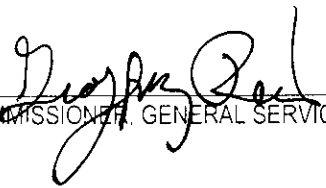
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
21. Failure of the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

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

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

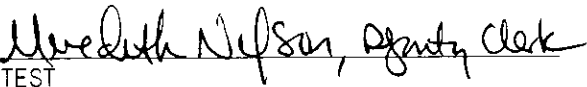
D. SIGNATURES


 DIRECTOR, DIVISION OF PARKS AND RECREATION


 COMMISSIONER, GENERAL SERVICES


 MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

5-7-2013
 DATE


 ATTEST

Mike Sumner
 LEAGUE PRESIDENT (Print or Type Name)
 3752 Margarette Walk
 STREET ADDRESS
 Lexington Ky 40504
 CITY STATE ZIP CODE
 254-3500 513-8941
 WORK PHONE HOME PHONE
 jsumner@waketrent.com
 E-MAIL ADDRESS
 Mike Sumner
 LEAGUE PRESIDENT SIGNATURE
 5/7/2013
 DATE

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

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
A	X	GENERAL LIABILITY	9472612	1/01/2013	1/01/2014	EACH OCCURRENCE	\$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X INCL. PARTICIPANTS				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,000
						SEXUAL ABUSE AGGREGATE	\$2,000,000
		MEDICAL PAYMENTS				ANY ONE PERSON	
X		DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	EACH LOSS	\$1,000,000
						AGGREGATE	\$1,000,000
A	X	CRIME COVERAGE	010008417	1/01/2013	1/01/2014	EACH LOSS	\$35,000
			Crime Deductible: \$250 Property/\$1,000 Money				AGGREGATE
B	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

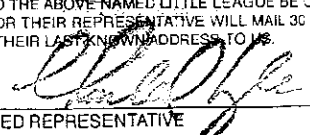
ADDITIONAL INSURED

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:

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

- LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DISTRICT
- FAYETTE COUNTY PUBLIC SCHOOL

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

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

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
A	X	GENERAL LIABILITY	7472612	1/01/2013	1/01/2014	EACH OCCURRENCE	\$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X INCL. PARTICIPANTS				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,000
		MEDICAL PAYMENTS				SEXUAL ABUSE AGGREGATE ANY ONE PERSON	\$2,000,000
	X	DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	EACH LOSS	\$1,000,000
						AGGREGATE	\$1,000,000
A	X	CRIME COVERAGE	010008417	1/01/2013	1/01/2014	EACH LOSS	\$35,000
			Crime Deductible: \$250 Property/\$1,000 Money				AGGREGATE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2013	1/01/2014	As in Master Policy Med. Max \$100,000 Ded \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

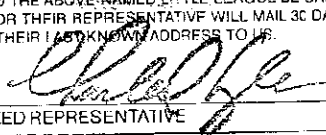
ADDITIONAL INSURED

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

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

- LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DISTRICT
- FAYETTE COUNTY PUBLIC SCHOOL

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

FACILITY USAGE AGREEMENT

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

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the Lexington 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:

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

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

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

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

A. FACILITY:

1. Name of League: **Lexington 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

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

Times (Daily Schedule) Field # 2

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

EXCEPTION(S)
 BGSB Tournament
 July 12-14
 Constitution Field

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

C. MISCELLANEOUS

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

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

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

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

D. SIGNATURES

[Signature]
DIRECTOR, DIVISION OF PARKS AND RECREATION

[Signature]
COMMISSIONER, GENERAL SERVICES

[Signature]
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

5-7-2013
DATE

[Signature]
ATTEST

Angela M. Horton
LEAGUE PRESIDENT (Print or Type Name)
533 Cricklewood Ct.
STREET ADDRESS
Lexington, Ky. 40505
CITY STATE ZIP CODE
859-381-3002 859-333-1828
WORK PHONE HOME PHONE
angela.horton87@gmail.com
E-MAIL ADDRESS
[Signature]
LEAGUE PRESIDENT SIGNATURE
2/22/2013
DATE



CERTIFICATE OF LIABILITY INSURANCE

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.

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

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

COVERAGES CERTIFICATE NUMBER: CL1312939703 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		011225792	01/01/2013	01/01/2014	EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED						WC STATU-TORY LIMITS	
	RETENTION \$						OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - POLICY LIMIT	\$
B	Excess Accident Medical			SRPO-50299-214	01/01/2013	01/01/2014	\$100 Deductible	100,00

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 activities of:
Lexington Fastpitch
Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

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

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

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

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

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
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 - Drug-related convictions within 2 years.
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All leagues are required to keep accurate up to date records of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

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

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

A. FACILITY:

1. Name of League: **Northern 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

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

Times (Daily Schedule) Field # 2

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

EXCEPTION(S)

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

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

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.

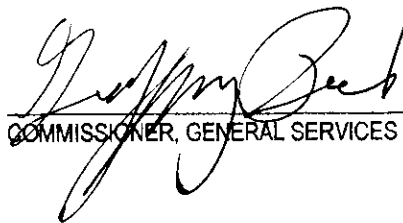
Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

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

Joni Hollon

LEAGUE PRESIDENT (Print or Type Name)

578 Benton Rd

STREET ADDRESS

Lexington KY 40505

CITY STATE ZIP CODE

246-7461 230-9567

WORK PHONE HOME PHONE

joni.hollon@gmail.com

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

3/29/13

DATE



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

5-7-2013

DATE

Meredith Nelson, Deputy Clerk

ATTEST

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		RPG-257083-00	03/14/2013 12:01AM	02/01/2014 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-257083-00	03/14/2013 12:01AM	02/01/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT			SPP-257084-00	03/14/2013 12:01AM	02/01/2014 12:01 AM	AD&D \$ 10,000 PRIMARY MEDICAL \$ 250,000


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

Owner, manager or lessor of the premises where you conduct practices or games

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

CERTIFICATE HOLDER

CANCELLATION

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

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


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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B	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PARTICIPANT LEGAL LIABILITY
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT			SPP-257084-00	12:01AM 03/14/2013	12:01AM 02/01/2014	AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

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

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

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

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

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

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

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

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

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

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

Name/location of Field # 6:

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

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

EXCEPTION(S)

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

C. MISCELLANEOUS

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

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

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

D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



COMMISSIONER, GENERAL SERVICES

BILLY HOBBS

LEAGUE PRESIDENT (Print or Type Name)

306 MAN HATTAN DR.

STREET ADDRESS

LEX KY 40505

CITY STATE ZIP CODE

— 859-608-9098

WORK PHONE HOME PHONE

hobbs.billy@insightbb.com


E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

2/2/13

DATE



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

5-7-13

DATE

Meredith Nelson, Deputy Clerk

ATTEST

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

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

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

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PRODUCER: K&K Insurance Group, Inc, 1712 Magnavox Way, Fort Wayne
CONTACT NAME: Cheryl Pettibone
PHONE: 800-441-3994
E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com
INSURER(S) AFFORDING COVERAGE: Nationwide Life Insurance Co., Nationwide Mutual Insurance Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for General Liability, Automobile Liability, Umbrella, Workers Compensation, and Participant Accident.

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

Owner, manager or lessor of the premises where you conduct practices or games

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

CERTIFICATE HOLDER: Evidence of Coverage, LFUGG, 200 East Main Street, Lexington, KY 40504. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

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

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

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

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

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

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

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

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

EXCEPTION(S)

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

C. MISCELLANEOUS

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

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

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

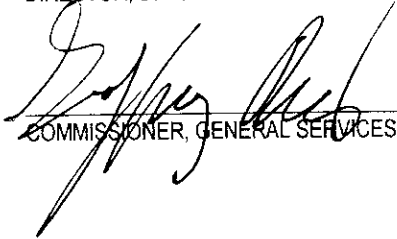
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
21. Failure of the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

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

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

D. SIGNATURES


 DIRECTOR, DIVISION OF PARKS AND RECREATION


 COMMISSIONER, GENERAL SERVICES

Robert Tucker
 LEAGUE PRESIDENT (Print or Type Name)

2217 Lovell Ct.
 STREET ADDRESS

Lexington, KY 40513
 CITY STATE ZIP CODE

859.559.8289 859.368.0357
 WORK PHONE HOME PHONE

rdextwtucker@gmail.com
 E-MAIL ADDRESS


 LEAGUE PRESIDENT SIGNATURE

2/28/13
 DATE


 MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

5-7-13
 DATE

Meredith Nelson, Deputy Clerk
 ATTEST

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

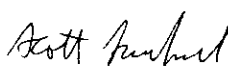
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	RPG-257083-00	02/02/2013 12:01AM	02/01/2014 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000 COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-257083-00	02/02/2013 12:01AM	02/01/2014 12:01 AM	EACH OCCURRENCE AGGREGATE
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION						WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PARTICIPANT ACCIDENT AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000

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

Owner, manager or lessor of the premises where you conduct practices or games

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

CERTIFICATE HOLDER**CANCELLATION**

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

FACILITY USAGE AGREEMENT

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

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

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

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1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
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- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

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

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

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

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

Name/location of Field # 6:

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

Times (Daily Schedule) Field # 1

Monday	From_3:00 PM_	To_11:00 PM_
Tuesday	From_3:00 PM_	To_11:00 PM_
Wednesday	From_3:00 PM_	To_11:00 PM_
Thursday	From_3:00 PM_	To_11:00 PM_
Friday	From_3:00 PM_	To_11:00 PM_
Saturday	From_8:00 AM_	To_11:00 PM_
Sunday	From_1:00 PM_	To_11:00 PM_

Times (Daily Schedule) Field # 2

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Times (Daily Schedule) Field # 3

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Times (Daily Schedule) Field # 4

Monday	From_3:00 PM_	To_Dark_____
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Thursday	From_3:00 PM_	To_Dark_____
Friday	From_3:00 PM_	To_Dark_____
Saturday	From_8:00 AM_	To_Dark_____
Sunday	From_1:00 PM_	To_Dark_____

EXCEPTION(S)

4 Shillito Fields

BGSG

7U Tournament
July 19-21

T-Ball Tournament
July 19-21

12U Shillito
Aug TBD

Times (Daily Schedule) Field # 5

Monday	From_____	To_____
Tuesday	From_3:00 PM_	To_Dark_____
Wednesday	From_3:00 PM_	To_Dark_____
Thursday	From_3:00 PM_	To_Dark_____
Friday	From_____	To_____
Saturday	From_____	To_____
Sunday	From_____	To_____

Times (Daily Schedule) Field # 6

Monday	From_____	To_____
Tuesday	From_____	To_____
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Thursday	From_____	To_____
Friday	From_____	To_____
Saturday	From_____	To_____
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 - Drag practice fields
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 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

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

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
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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



COMMISSIONER, GENERAL SERVICES


STEPHEN A. DAY

LEAGUE PRESIDENT (Print or Type Name)
3508 CEPHAS WAY

STREET ADDRESS
LEXINGTON KY 40503

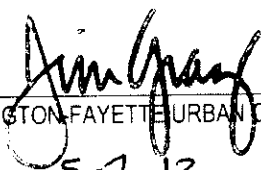
CITY STATE ZIP CODE
(859) 333-4652

WORK PHONE HOME PHONE
SLYB@INSIGHTBB.COM

E-MAIL ADDRESS


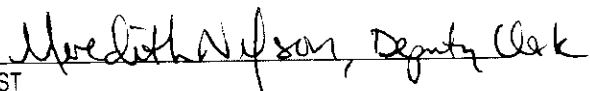
LEAGUE PRESIDENT SIGNATURE
2-25-13

DATE



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
5-7-13

DATE



ATTEST
Meredith Nelson, Deputy Clerk

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

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

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


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			RPG-257083-00	02/01/2013 12:01AM	02/01/2014 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-257083-00	02/01/2013 12:01AM	02/01/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT			SPP-257084-00	02/01/2013 12:01AM	02/01/2014 12:01 AM	AD&D \$ 10,000 PRIMARY MEDICAL \$ 250,000

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. RE: Owner, manager or lessor of the premises where you conduct practices or games

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

CERTIFICATE HOLDER Evidence of Coverage LFUCG 200 East Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

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

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

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

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

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

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

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

EXCEPTION(S)

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

C. MISCELLANEOUS

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2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
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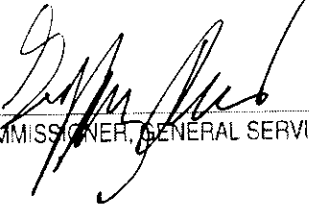
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The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES


 DIRECTOR, DIVISION OF PARKS AND RECREATION


 COMMISSIONER, GENERAL SERVICES

Jason Berge
 LEAGUE PRESIDENT (Print or Type Name)

720 Rose Hurst Way
 STREET ADDRESS

Lexington Ky 40515
 CITY STATE ZIP CODE

859 361 1228
 WORK PHONE HOME PHONE

berge.jason@gmail.com
 E-MAIL ADDRESS


 LEAGUE PRESIDENT SIGNATURE

2/22/2013
 DATE


 MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

5-7-13
 DATE

Meredith N. Jones, Deputy Clerk
 ATTEST

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: GENERAL LIABILITY (RPG-257083-00), AUTOMOBILE LIABILITY (RPG-257083-00), UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, PARTICIPANT ACCIDENT (SPP-257084-00).

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. RE: Owner, manager or lessor of the premises where you conduct practices or games

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

CERTIFICATE HOLDER: Evidence of Coverage, Lexington Fayette Urban County Government, 200 E. Main St, Lexington, KY 40504. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Scott [Signature]

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

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

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

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

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**

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

EXCEPTION(S)

BGSG
Softball Tournament
Veterans
July 12-14

8U Tournament
Fields TBD
July 26-28

10U Tournament
August
Dates & Fields TBD by
BGSG

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

Monday	From <u>3:00 PM</u>	To <u>Dark</u>
Tuesday	From <u>3:00 PM</u>	To <u>Dark</u>
Wednesday	From <u>3:00 PM</u>	To <u>Dark</u>
Thursday	From <u>3:00 PM</u>	To <u>Dark</u>
Friday	From <u>3:00 PM</u>	To <u>Dark</u> * March 1- April 15
Saturday	From <u>8:00 AM</u>	To <u>Dark</u> * March 1- April 15
Sunday	From <u>1:00 PM</u>	To <u>Dark</u>

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

C. MISCELLANEOUS

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

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

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

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

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

D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION

ERIC DAWALT (SEPARATE PAGE)
LEAGUE PRESIDENT (Print or Type Name)



COMMISSIONER, GENERAL SERVICES

STREET ADDRESS

CITY STATE ZIP CODE

WORK PHONE HOME PHONE

E-MAIL ADDRESS

LEAGUE PRESIDENT SIGNATURE

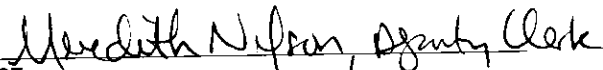
DATE



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

5-7-2013

DATE



ATTEST

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D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

COMMISSIONER, GENERAL SERVICES

Eric L. ...
LEAGUE PRESIDENT (Print or Type Name)

709 Woodland St.
STREET ADDRESS

Lexington KY 40515
CITY STATE ZIP CODE

502-851-1099
WORK PHONE HOME PHONE

eric@lexingtonky.gov
E-MAIL ADDRESS

Eric L. ...
LEAGUE PRESIDENT SIGNATURE

2-24-13
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

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

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

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

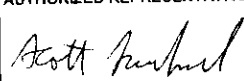
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			RPG-257083-00	02/09/2013 12:01 AM	02/01/2014 12:01 AM	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS-COMP/OP AGG	\$2,000,000
							PARTICIPANT LEGAL LIABILITY	\$2,000,000
							COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
B	AUTOMOBILE LIABILITY			RPG-257083-00	02/09/2013 12:01 AM	02/01/2014 12:01 AM	PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> ANY AUTO							
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS								
	UMBRELLA LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	<input type="checkbox"/> DEDUCTIBLE							
	<input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	PARTICIPANT ACCIDENT			SPP-257084-00	02/09/2013 12:01 AM	02/01/2014 12:01 AM	AD&D PRIMARY MEDICAL	\$ 10,000 \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.
 RE: Provider of Premises

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

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

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

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

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

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 Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

EXCEPTION(S)

**CR Fields 2 & 5
Middle School State
Tournament
May 10-11**

**CR Fields 2 & 5
NSA Tournament
June 15-16**

**BGSB Tournament
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**

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

C. MISCELLANEOUS

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

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

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

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

D. SIGNATURES

[Signature]
DIRECTOR, DIVISION OF PARKS AND RECREATION

[Signature]
COMMISSIONER, GENERAL SERVICES

SEAN CAVINS
LEAGUE PRESIDENT (Print or Type Name)
4321 SOUTHMOOR PK
STREET ADDRESS
LEXINGTON, KY 40514
CITY STATE ZIP CODE
859-797-1550 859-523-3145
WORK PHONE HOME PHONE
SOUTHWEST PONY@YAHOO.COM
E-MAIL ADDRESS
[Signature]
LEAGUE PRESIDENT SIGNATURE
2/22/13
DATE

[Signature]
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
5-7-13
DATE

[Signature]
ATTEST
Meredith Nelson, Deputy Clerk



CERTIFICATE OF LIABILITY INSURANCE

SOUTLEX-01 PCRENSHAW

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 CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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

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

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

INSURED

Southwest Lexington Pony Baseball, Inc.
Po Box 8288
Lexington, KY 40533-8288

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : National Casualty Co

11991

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
A	X COMMERCIAL GENERAL LIABILITY		PK201300002314	3/1/2013	3/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person) \$ 0
	X Participant Legal Li					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	X POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE \$ 4,000,000
A	X EXCESS LIAB CLAIMS-MADE		EX201300000022	3/1/2013	3/1/2014	AGGREGATE \$ 4,000,000
	DED RETENTION S					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
A	Accident Medical		9907915	3/1/2013	3/1/2014	E.L. DISEASE - POLICY LIMIT \$ 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

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Camela S Crenshaw

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

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

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

GENERAL TERMS:

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

Monday	From_3:00 PM_	To_11:00 PM_
Tuesday	From_3:00 PM_	To_11:00 PM_
Wednesday	From_3:00 PM_	To_11:00 PM_
Thursday	From_3:00 PM_	To_11:00 PM_
Friday	From_3:00 PM_	To_11:00 PM_
Saturday	From_8:00 AM_	To_11:00 PM_
Sunday	From_1:00 PM_	To_11:00 PM_

Times (Daily Schedule) Field # 2

Monday	From_3:00 PM_	To_11:00 PM_
Tuesday	From_3:00 PM_	To_11:00 PM_
Wednesday	From_3:00 PM_	To_11:00 PM_
Thursday	From_3:00 PM_	To_11:00 PM_
Friday	From_3:00 PM_	To_11:00 PM_
Saturday	From_8:00 AM_	To_11:00 PM_
Sunday	From_1:00 PM_	To_11:00 PM_

Times (Daily Schedule) Field # 3

Monday	From_3:00 PM_	To_11:00 PM_
Tuesday	From_3:00 PM_	To_11:00 PM_
Wednesday	From_3:00 PM_	To_11:00 PM_
Thursday	From_3:00 PM_	To_11:00 PM_
Friday	From_3:00 PM_	To_11:00 PM_
Saturday	From_8:00 AM_	To_11:00 PM_
Sunday	From_1:00 PM_	To_11:00 PM_

Times (Daily Schedule) Field # 4

Monday	From_3:00 PM_	To_Dark_____
Tuesday	From_3:00 PM_	To_Dark_____
Wednesday	From_3:00 PM_	To_Dark_____
Thursday	From_3:00 PM_	To_Dark_____
Friday	From_3:00 PM_	To_Dark_____
Saturday	From_8:00 AM_	To_Dark_____
Sunday	From_1:00 PM_	To_Dark_____

Times (Daily Schedule) Field # 5

Monday	From_3:00 PM_	To_Dark_____
Tuesday	From_3:00 PM_	To_Dark_____
Wednesday	From_3:00 PM_	To_Dark_____
Thursday	From_3:00 PM_	To_Dark_____
Friday	From_3:00 PM_	To_Dark_____
Saturday	From_8:00 AM_	To_Dark_____
Sunday	From_1:00 PM_	To_Dark_____

Times (Daily Schedule) Field # 6

Monday	From_3:00 PM_	To_Dark_____
Tuesday	From_3:00 PM_	To_Dark_____
Wednesday	From_3:00 PM_	To_Dark_____
Thursday	From_3:00 PM_	To_Dark_____
Friday	From_3:00 PM_	To_Dark_____
Saturday	From_8:00 AM_	To_Dark_____
Sunday	From_1:00 PM_	To_Dark_____

EXCEPTION(S)

CR Field 2 & 5
Middle School
Tournament
May 10-11

CR Fields 2 & 5
NSA Tournaments
June 15-16

CR Fields 2 & 5
NSA State Tournament
July 5 - 7

BGSG Tournament
August TBD

CR Fields 7 & 8
NSA Tournament
July 27-28

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
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D. SIGNATURES


 DIRECTOR, DIVISION OF PARKS AND RECREATION

R Gerald Gordon
 LEAGUE PRESIDENT (Print or Type Name)

2820 Ashbrooke Drive
 STREET ADDRESS

Lexington KY 40513
 CITY STATE ZIP CODE

859-363-5991
 WORK PHONE HOME PHONE

president@wlibb.com
 E-MAIL ADDRESS

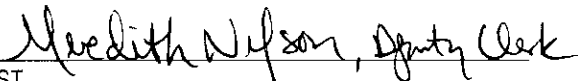

 LEAGUE PRESIDENT SIGNATURE

3/6/2013
 DATE


 COMMISSIONER, GENERAL SERVICES


 MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

5-7-13
 DATE


 ATTEST

CERTIFICATE OF LIABILITY INSURANCE

DATE 1/30/13

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

CERTIFICATE # 3170320-1

1 17 03

ADDITIONAL NAMED INSURED:

WESTERN LL
 GERALD GORDON
 2820 ASHBROOK LN

 LEXINGTON KY 40513

INSURERS AFFORDING COVERAGE:

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

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
A	X	GENERAL LIABILITY	9472612	1/29/2013	1/01/2014	EACH OCCURRENCE	\$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X INCL. PARTICIPANTS				Property Damage Deductible: \$250	
		X SEXUAL ABUSE				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		MEDICAL PAYMENTS				SEXUAL ABUSE OCCURRENCE	\$1,000,000
						SEXUAL ABUSE AGGREGATE ANY ONE PERSON	\$2,000,000
A		DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	EACH LOSS	\$1,000,000
						AGGREGATE	\$1,000,000
A		CRIME COVERAGE				EACH LOSS	\$35,000
						Crime Deductible: \$250 Property/\$1,000 Money	AGGREGATE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2013	1/01/2014	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

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

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

1. LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

INSURED

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

CANCELLATION

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

 AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

BLANKET—AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL INSURED(S) LISTED ON CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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