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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

| Times (Daily Schedule) Field # 1 | | | | | | _ | |
|--|--|--|---|--|---|---|--------------|
| Times (Daily Schedule) Field # 1 | 2. Le | ngth of Contract: | From <u>August 19</u> . | 2013 To _ | October 20, 201 | 3_ | EXCEPTION(S) |
| Monday | | | | Times (Daily S | Schedniel Ligio # 7 | | |
| Monday From_3:00PM* To_Dark Monday From | Monday Tuesday Wednesday Thursday Friday Saturday | From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ | To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ | Tuesday Wednesday Thursday Friday Saturday | From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00PM*_ From_8:00AM*_ | To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ | |
| Monday From_3:00PM* To Dark Monday From_ To Tuesday From_3:00PM* To Dark Wednesday From_ To To Thursday From_3:00PM* To Dark Thursday From_ To To Thursday From_3:00PM* To Dark Friday From_ To Saturday From_8:00PM* To Dark Saturday From_ To Saturday From_1:00PM* To Dark Sunday From_ To Tuesday From_ To Tuesday From_ To To Tuesday From_ To To Wednesday From_ To To Thursday From_ To To To Thursday From_ To T | Times (Daily) | Schedule) Field #3 | - | Times (Daily | Schedule) Field #4 | | |
| Times (Daily Schedule) Field # 5 Times (Daily Schedule) Field # 6 Monday From To To To To | Monday Tuesday Wednesday Thursday Friday Saturday | From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ | ToDark ToDark ToDark ToDark ToDark ToDark | Tuesday Wednesday Thursday Friday Saturday | From From From From | To To To To | |
| Monday From To Monday From To Tuesday From To Wednesday From To Wednesday From To Thursday From To To Thursday From To To Thursday From To To To To Thursday From To | - | Schedule) Field # 5 | | Times (Dally | Schedule) Field #6 | | |
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NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

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

- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
- 11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
- 12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as abon 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. Fallure 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 egreed upon by the League and the Government before the alteration is implemented.

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

| SIGNATURES July Market | | Paul Rector Jr. |
|--|-------------|--|
| DIRECTOR, DIVISION OF PARKS AND RECREATION | | LEAGUE PRESIDENT (Print or Type Name) |
| COMMISSIONER/GENERAL SERVICES | | STREET ADDRESS LEXINGTON 10515 CITY STATE ZIP CODE |
| | | WORK PHONE HOME PHONE TO CENTER 1130 46 hos com |
| · | | E-MAIL ADDRESS |
| | | LEAGUE PRESIDENT SIGNATURE |
| | | DATE |
| MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOV | /ERNMEN | |
| DATE | | |

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 DEPOPLEMENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

| CE | ertificate holder in lieu of such endors | eme | nt(s) | | | | | | | |
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| PRO | DUCER | | | | CONTACT NAME: | | | | | |
| We | stpoint Insurance Group, | Lt | d. | | PHONE (800) 318-7709 FAX (A/C, No. 1708) 536-3925 | | | | | |
| 592 | 20 W. 111th St | | | | E-MAIL ADDRE | 5\$: | | | | |
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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. | | | | | | WHICH THIS | | | | |
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| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | TORY LIMITS ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | | | | | | E.L. EACH ACCIDENT | \$ | |
| | (Mandatory in NH) | , | | | | | | EL DISEASE - EA EMPLOYEE | \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | <u> </u> |
| B | Excess Accident Medical | | | SEPO-50299-214 | | 01/81/2613 | 01/01/2014 | \$100 Deductible | | 100,000 |
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| Trace | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | | |
| | Parks & Recreation 200 East Main St. | | | | AUTHO | RIZED REPRESI | ENTATIVE | | | |
| | Lexington, KY 40507 | | | | e de la companya de l | | | | | |
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Herew Atomask

Terri Tomasik/AMZ



CERTIFICATE OF LIABILITY INSURANCE

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

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

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| We | stpoint Insurance Group, | Lt | .b. | | NAME: PHONE (A/C, No. Ext); (800) 318-7709 [A/C, No. Ext); (708) 536-3915 | | | | | |
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| | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE [] | | | | | | | E.L. EACH ACCIDENT | \$ | |
| | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | · | | ; | | E.L. DISEASE - EA EMPLOYEE | \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | 1 | | EL DISEASE - POLICY LIMIT | \$ | |
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ACORD 25 (2010/05)

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DATE (MM/DD/YYYY)

| CERTIFICATE O | P LIABILITY INSURANCE 1/30/2013 |
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| IFICATE IS ISSUED AS A MATTER OF INFORMA | ATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS |
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| HIS CERTIFICATE OF INSURANCE DOES NOT | CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED |
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| and conditions of the policy, certain policies may i | require an endorsement. A statement on this certificate does not confer rights to the |
| Inolder in lieu of such endorsement(s). | LODUTAGE |
| | CONTACT NAME: |
| t Insurance Group, Ltd. | PHONE (800) 318-7709 FAX (A/C, No): (708) 636-3915 |
| 111th St | E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE NAIC # |
| Ridge IL 60415 | INSURER A Lexington Insurance Co. |
| Ridge IL 60415 | INSURER B Axis Global |
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| - G-Sib-11 Markainhian | INSURER C: |
| Softball Association 7 | INSURER D: |
| BO 7 7 | INSURER E : |
| ATTIC ILI ACCIO | INSURER F : |
| CERTIFICATE NUMBER OF INSURANCE LISTE | REVISION NUMBER: |
| CERTIFY THAT THE POLICIES OF INSURANCE LISTE NOTWITHSTANDING ANY REQUIREMENT, TERM OF | D BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS NICE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, |
| CATE MAY BE ISSUED OR MAY PERTAIN, THE INSURAL | R CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS NOE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, WIN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |
| 2 T W S AND CONDITIONS OF SUCH POLICIES. LIMITS SHOW | VIN MAT HAVE BEEN REDUCED BT FAID CLAIMS. |
| TYPE OF INSURANCE INSER WATER POI | JCY NUMBER (MM/DD/YYYY) [MM/DD/YYYY) |
| GENERAL LIABILITY X 011225792 | 01/01/2013 01/01/2014 EACH OCCURRENCE \$ 3,000,00 |
| COMMERCIAL GENERAL LIABILITY | PREMISES (Ea occurrence) \$ 300,000 |
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| | PERSONAL & ADVINJURY \$ 3,000,00 |
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| WORKERS COMPENSATION WORKERS COMPENSATION AND EMPLOYERS LIABILITY AND EMPLOYERS LIABILITY AND EMPLOYERS LIABILITY | WC STATU- TORY LIMITS ER |
| AND EMPLOYERS LABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE ANY PROPRIETOR/PARTNER/EXECUTIVE N/A | E.L. EACH ACCIDENT \$ |
| | E.L. DISEASE - EA EMPLOYEE \$ |
| (Mandatory in NH) (Mandatory i | E.L. DISEASE - POLICY LIMIT \$ |
| Excess Accident Medical SRPO-50299 | 3-214 01/01/2013 01/01/2014 \$100 Deductible 100,00 |
| B Excess Active Active | |
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| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Ac | dditional Remarks Schedule, if more space is required) |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, And DESCRIPTION 01/30/13 -01/01/14 Effective: 01/30/13 -01/01/14 | |
| certificate holder is named as additionate | al insured with respects to the NSA sanctioned activities of: |
| The certificate Model is maked as determined the grass Girls Fastpitch Bluegrass Girls Fastpitch Bluegrass Fastpitch | n |
| please note - NSA Sanctioned Leagues must ad | dhere to the rules and regulations of the NSA. |
| | |
| | |
| | CANCELLATION |
| CERTIFICATE HOLDER | CANCELLATION |
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE |
| | THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN |
| | ACCORDANCE WITH THE POLICY PROVISIONS. |
| LFUCG | |
| parks & Recreation 200 East Main St. | AUTHORIZED REPRESENTATIVE |
| Lexington, KY 40507 | |
|) Tevring cont are account | Terri Tomasik/AMZ |
| 1 | Terri Tomasik/AMZ |

ACORD 25 (2010/05) NS025 (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 SELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

| cer | terms and conditions of the policy, tificate holder in lieu of such endors | emer | ıt(s). | | | | | | | |
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| PROD! | JCER | | | | CONTAC NAME: | | | TEAV | | |
| Wes | tpoint Insurance Group, | Lto | i. | | PHONE (A/C, No. | Ext): (800) | 318-7709 | FAX (A/C, No): (| 708)6 | 36-3915 |
| | 0 W. 111th St | | | | E-MAIL ADDRES | | | | | - |
| | V N. 22222 | | | | 7007,1 | | JRER(S) AFFORD | DING COVERAGE | | NAIC# |
| or: | cago Ridge IL 604 | 115 | | | INCLIDE | | | rance Co. | | |
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| INSUR | ED | | | | | | TODGI | | | |
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| Nat | ional Softball Associat | ion | | | INSURE | RD; | | | | |
| | . Box 7 | | | | INSURE | RE: | <u> </u> | | | |
| Nic | holasville KY 40 | | | | INSURE | RF: | | | | <u> </u> |
| COV | ERAGES CER | rific | ATE | NUMBER:CL1313039 | 788 | <u> </u> | 1 | REVISION NUMBER: | UE D | A ICA BEBIUD |
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| NSR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | - | (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
| A A | GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY | | | 011225792 | | 01/01/2013 | 01/01/2014 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ \$ | 3,000,000 |
| ŀ | CLAIMS-MADE X OCCUR | 1 | | | | | | MED EXP (Any one person) | \$ | 5,000 |
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| | POLICY JECT LOC | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | 5. | |
| \ \ | AUTOMOBILE LIABILITY | | | | | | | BODILY INJURY (Per person) | \$ | |
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| | HIRED AUTOS AUTOS | | | | | | | (Per accident) | \$ | |
| | | · · | <u> </u> | | | <u></u> | | | \$ | |
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| | EXCESS LIAB CLAIMS-MADE | ļ | | | | | | AGGREGATE | \$ | |
| • | DED RETENTION \$ | <u> </u> | <u> </u> | | | <u> </u> | | WCSTATU- OTH- | \$ | <u> </u> |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | 1 | | TORY LIMITS ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | | | | 1 | ŀ | E.L. EACH ACCIDENT | \$ | |
| | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | "" | | | | | 1 | E.L. DISEASE - EA EMPLOYEE | \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | , · | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
| В | Excess Accident Medical | | | SRPO-50299-214 | | 01/01/2013 | 01/01/2014 | \$100 Deductible | | 100,000 |
| ade | CRIPTION OF OPERATIONS/LOCATIONS/VEHI verage is in effect during ditional insured under the verage for this team is ef ease note - NSA Sanctioned | the NS fec | e pr A po tive | actice and play of dicies listed abor- e:01/30/13 - 01/03 | or any ove. 1/14 | amateur | SULLDELL | . The certificat | e h | older is an |
| CE | RTIFICATE HOLDER | | | | CAN | CELLATION | <u> </u> | | | |
| 7: | S E P 1 MAZ E P Inc. I F our month first N | | | | SH | OULD ANY OF | THE ABOVE I | DESCRIBED POLICIES BE (DEREOF, NOTICE WILL | CANC BE | ELLED BEFORE DELIVERED IN |

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

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

- 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 Field #1
Name/location of Field #2: Constitution Field #2
Name/location of Field #3: Mary Todd Field

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

| 2. Le | ength of Contract: | From <u>August 19,</u> | _2013 To _ | October 20, 20 | <u>13</u> | EXCEPTION(S) |
|--|---|---|--|--|---|--------------|
| Times (Daily | Schedule) Field # 1 | | Times (Daily | Schedule) Field # 2 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | | To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_ | To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ | |
| Times (Daily | Schedule) Field # 3 | | Times (Daily | Schedule) Field # 4 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM*_ From_3:00PM*_ From_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ | ToDark ToDark ToDark To ToDark ToDark To | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From From From From From From From From | To To To To To To To | |
| Times (Daily | Schedule) Field # 5 | | Times (Daily S | Schedule) Field # 6 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday | From From From From From | To To To To To | Monday Tuesday Wednesday Thursday Friday Saturday | From From From From From From | To To To To To To | |
| Sunday | From | To | Sunday | From | To | |

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
- The League must submit a certificate of all insurances to the Division Athletics Department before the first use
 of the facility each season. The Lexington Fayette Urban County Government must be included as an
 Additional Insured.
- All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
- 5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
- 6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
- 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 filled, 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.
- Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

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

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

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

| SIGNATURES PALLONAUM | Angela Horton | |
|--|---|-------------|
| DIRECTOR, DIVISION OF PARKS AND RECREATION | LEAGUE PRESIDENT (Print or Type Name | e) |
| Such Que | STREET ADDRESS LEXINGTON Ky 4 | <i>1505</i> |
| COMMISSION GENERAL SERVICES | 859.381-3002 859-3 | 73-1828 |
| - | WORK PHONE HOME PHON CHARLA, North 876 grail | .cim |
| | EMAIL ADDRESS | |
| | FAGUE ARESIDENT SIGNATURE 8 29 20 3 | · |
| | DATE | |
| MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNME | ĖNT | |
| DATE | | |
| ATTEST | | |



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

| APORTANT: If the certifithe terms and conditions | of the policy, c | an Audi ertain po | licies may require an e | ndorsem | ent. A state | ment on this | certificate does not con | iter rigi | IDE TO THE |
|--|--------------------|---------------------------------------|--|--|-----------------|-----------------------------|--|-----------|---------------|
| certificate holder in lieu o | such endorse | пенцы. | | CONTACT NAME: | | | , | | |
| RODUCER | <u>.</u> | - A. 13 | , | PHONE | (800) 3 | 318-7709 | FAX IA/C. Not: (7) | 08) 636- | 2915 |
| estpoint Insuran | se Group, | Lta. | | PHONE (A/C, No.) E-MAIL | | | | | |
| 920 W. 111th St | | | | ADDRESS: INSURER(S) AFFORDING COVERAGE | | | | | NAIC# |
| | 504 | . . | | INSURER | | | | | |
| hicago Ridge | IL 604 | 15 | | | a Axis G | | | | |
| ISURED | | | | INSURER | | | | | |
| _ | | | | INSURER | | | | · | |
| Tational Softball | Yeadcrat. | .on | · | INSURER | | | | | |
| 2.0. Box 7 | | | | | | | | | |
| Vicholasville | KY 403 | | | INSURER | | R | EVISION NUMBER: | | |
| OVERAGES THIS IS TO CERTIFY THAT | CERT | IFICATE | NUMBER:CL131283 | AVE REF | VISSUED TO | THE INSURE | NAMED ABOVE FOR TH | E POLI | CY PERIOD |
| THIS IS TO CERTIFY THAT INDICATED. NOTWITHSTA | THE POLICIES I | JUREME! | NT TERM OR CONDITIO | N OF AN | CONTRACT | OR OTHER D | OCUMENT WITH RESPEC | ALL T | IL TERMS, |
| THIS IS TO CERTIFY THAT INDICATED. NOTWITHSTA CERTIFICATE MAY BE IS: | SUED OR MAY P | ERTAIN, | THE INSURANCE AFFOR | OED BY | THE POLICIE | S DESCRIBEL PAID CLAIMS. | HEREM IO CODUCTO | | |
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| AUTOMOBILE LIABILITY | | | | | | | BODILY INJURY (Per person) | 3 | |
| ANY AUTO | | | | | | | BODILY INJURY (Per accident) | \$ | |
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| HIRED AUTOS | NON-OWNED AUTOS | | | | | | (Per accident) | \$ | |
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Lexington-Fayette Urban County Government Division of Parks and Recreation 469 Parkway Drive Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

- 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.
- 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. L | ength of Contract: | From August 19, | 2013 To | October 20, 20 | <u>13</u> | EXCEPTION(S) |
|--------------|---------------------|-----------------|----------------|---------------------|----------------|-----------------------------|
| Times (Daily | Schedule) Field #1 | | Times (Daily | Schedule) Field # 2 | | professional and the second |
| Monday | From_3:00PM_ | To _11:00PM_ | Monday | From_3:00PM_ | ToDark | |
| Tuesday | From_3:00PM_ | To _11:00PM_ | Tuesday | From_3:00PM_ | ToDark | |
| Wednesday | From_3:00PM_ | To _11:00PM_ | Wednesday | From_3:00PM_ | ToDark | |
| Thursday | From_3:00PM_ | To 11:00PM | Thursday | From_3:00PM_ | ToDark | |
| Friday | From_3:00PM_ | To _11:00PM_ | Friday | From_3:00PM_ | ToDark | |
| Saturday | From_8:00AM_ | To _11:00PM_ | Saturday | From_8:00AM_ | ToDark | |
| Sunday | From_1:00PM_ | To _11:00PM_ | Sunday | From_1:00PM_ | ToDark | |
| Times (Daily | Schedule) Field # 3 | • | Times (Daily | Schedule) Field # 4 | | |
| Monday | From_3:00PM_ | To Dark | Monday | From_3:00PM_ | ToDark | |
| Tuesday | From_3:00PM_ | ToDark | Tuesday | From_3:00PM_ | ToDark | |
| Wednesday | , — — | ToDark | Wednesday | From_3:00PM_ | ToDark | |
| Thursday | From_3:00PM_ | ToDark | Thursday | From_3:00PM_ | ToDark | |
| Friday | From_3:00PM_ | To Dark | Friday | From_3:00PM_ | To Dark | |
| Saturday | From 8:00AM | ToDark | Saturday | From_3:00PM_ | ToDark | |
| Sunday | From_1:00PM_ | To Dark | Sunday | From_1:00PM_ | ToDark | |
| Times (Daily | Schedule) Field # 5 | | Times (Daily | Schedule) Field # 6 | | |
| Monday | From | To | Monday | From | To | |
| Tuesday | From | To | Tuesday | From | To | |
| Wednesday | From_3:00PM_ | ToDark | Wednesday | From | To | |
| Thursday | From | To | Thursday | From | To | |
| Friday | From_3:00PM_ | ToDark | Friday | From | . To | |
| Saturday | From | To | Saturday | From | To | |
| Sunday | From | To | Sunday | From | To | |

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

Franchise League will provide the following services:

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

C. MISCELLANEOUS

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

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

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

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

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

D.

| SIGNATURES | * j |
|--|---------------------------------------|
| Birany | BILLY HUBBS |
| DIRECTOR, DIVISION OF PARKS AND RECREATION | LEAGUE PRESIDENT (Print or Type Name) |
| | 306 MANHATTAN DR |
| | STREET ADDRESS |
| I will (l'a) | LEX KY 40505 |
| COMMISSIONER, GENERAL SERVICES | CITY STATE ZIP GODE |
| COMMITTED | 857 608 9098 859 608 909 8 |
| \mathcal{M} | WORK PHONE HOME PHONE |
| | bobbs billy @insight bb.com |
| | E-MAIL ADDRESS |
| | SANALLA |
| | LEAGUE PRESIDENT SIGNATURE |
| | X/24/13 |
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| MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMEN | į į |
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DATE (MM/DD/YYYY) 2/22/2013

ACORD. CERTIFICATE OF LIABILITY INSURANCE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: **Cheryl Pettibone** K&K Insurance Group, Inc PHONE FAX (A/C, No): 800-441-3994 (A/C, No. Ext): E-MAIL 1712 Magnavox Way CheryLPetübone@kandkinsurance.com P.O. Box 2338 ADDRESS: PRODUCER Fort Wayne CUSTOMER ID NAIC# INSURER(S) AFFORDING COVERAGE INSURED INSURER A: Nationwide Life Insurance Co. INSURER B Nationwide Mutual Insurance Co. NORTHERN CAL RIPKEN LEAGUE INSURER C P.O. Box 55491 INSURER D Lexington, KY, 40555 COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSR WVD POLICY EFF POLICY EXP
(MIN/DD/YYYY) (MIN/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED X COMMERCIAL GENERAL LIABILITY 300,000 PREMISES (Ea occurrence) Х CLAIMS-MADE X OCCUR MED EXP (Any one person) 5,000 02/01/2014 02/20/2013 RPG-257083-00 PERSONAL & ADVINJURY \$2,000,000 12:01AM 12:01 AM GENERAL AGGREGATE \$5,000,000 GEN'I AGGREGATE LIMIT APPLIES PER PRODUCTS-COMP/OP AGG \$2,000,000 PROJECT POLICY PARTICIPANT LEGAL LIABILITY \$2,000,000 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$1,000,000 (Ea Accident) ANY ALITO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) 02/01/2014 PROPERTY DAMAGE 02/20/2013 12:01AM В SCHEDULED AUTOS RPG-257083-00 12:01 AM HIRED AUTOS Х $\overline{\mathbf{x}}$ NON-OWNED AUTOS UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABLITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT NII EXCLUDED: EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE -- EA EMPLOYEE E.L. DISEASE - POLICY LIMIT PARTICIPANT ACCIDENT 02/20/2013 02/01/2014 10,000 AD&D PRIMARY MEDICAL SPP-257084-00 12:01AM 12:01 AM 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

| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE |
|----------------------|--|
| Evidence of Coverage | THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN |
| LFUCG | ACCORDANCE WITH THE POLICY PROVISIONS. |
| 200 East Main Street | |

Lexington, KY 40504

CERTIFICATE HOLDER

CANCELLATION



NATIONWIDE LIFE INSURANCE COMPANY

(Herein called the Company)

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

CERTIFICATE OF INSURANCE

MEMBER: NORTHERN CAL RIPKEN LEAGUE

ADDRESS: P.O. Box 55491

Lexington, KY, 40555

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

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

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

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

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

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

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

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

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

BLANKET ACCIDENT BENEFITS CERTIFICATE

SRBR-100-1C

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

FACILITY USAGE AGREEMENT

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

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

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- The facility agreement only provides usage of the nark facility at the time and location designated herein

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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. Le | ngth of Contract: | From August 19, | 2013 To _ | October 20, 201 | 13_ | EXCEPTION(S) |
|--|---|--|--|---|--|--------------|
| | Schedule) Field # 1 | | | Schedule) Field # 2 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_ | To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_1:00PM_ | To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ | |
| Times (Daily | Schedule) Field # 3 | | Times (Daily | Schedule) Field # 4 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_ | To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_From | To To To To To To To | |
| Times (Daily | Schedule) Field # 5 | | Times (Daily | Schedule) Field #6 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_From | To To To To To To To To To | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From From From From From From From | To To To To To To To | |

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 - 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.
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 of the facility each season. The Lexington Fayette Urban County Government must be included as an
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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.

| DIRECTOR, DIVISION OF PARKS AND RECREATION | LEAGUE PRESIDENT (Print or Type Name) 27 17 LOVE (+ STREET ADDRESS |
|---|---|
| COMMISSIONER, GENERAL SERVICES | Lexincton KY 405 5 CITY STATE ZIP CODE S59.559.8289 859.368.035 WORK PHONE HOME PHONE |
| · · | COLORITATIONESS LEAGUE PRESIDENT SIGNATURE 8 7 7 1 3 |
| MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNM | DATE |
| DATE | |
| ATTEST | |

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Cheryl Pettibone FAX (A/C, No): PHONE 800-441-3994 K&K Insurance Group, Inc. (A/C, No. Ext): Cheryl.Pettibone@kandkinsurance.com 1712 Magnavox Way FWAII ADDRESS: PRODUCER CUSTOMER ID #: P.O. Box 2338 Fort Wayne NAIC # INSURER(S) AFFORDING COVERAGE Nationwide Life Insurance Co. INSURER A Nationwide Mutual Insurance Co. INSURED INSURER B SOUTH LEXINGTON BABE RUTH LEAGUE INSURER C P.O. Box 23846 INSURER D: Lexington, KY. 40523 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. CERTIFICATE NUMBER: POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) ADDL SUBR POLICY NUMBER \$1,000,000 TYPE OF INSURANCE EACH OCCURRENCE DAMAGE TO RENTED CENERAL LIARII ITY \$ 300,000 REMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY 5,000 MED EXP (Any one person) CLAIMS-MADE X OCCUR Х 02/01/2014 \$1,000,000 02/02/2013 12:01AM PERSONAL & ADV INJURY RPG-257083-00 12:01 AM \$5,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS-COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: \$1,000,000 PARTICIPANT LEGAL LIABILITY PROJECT POLICY COMBINED SINGLE LIMIT \$1,000,000 (Ea Accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) PROPERTY DAMAGE ALL OWNED AUTOS 02/01/2014 02/02/2013 12:01AM RPG-257083-00 (Per accident) 12:01 AM SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS X EACH OCCURRENCE OCCUR UMBRELLA LIAB AGGREGATE CLAIMS-MADE EXCESS LIAB DEDUCTIBLE RETENTION WC STATU-TORY LIMITS OTHER WORKERS COMPENSATION AND EMPLOYERS LIABUTY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE N/A andatory in NH) F.L. DISEASE - POLICY LIMIT If yes, describe under DESCRIPTION OF OPERATIONS below 10,000 PARTICIPANT ACCIDENT 02/02/2013 12:01AM AD&D PRIMARY MEDICAL 02/01/2014 250,000 SPP-257084-00 12:01 AM

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.

40504 Lexington, KY

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

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

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

GENERAL TERMS:

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

A. FACILITY:

1. Name of League: South Lexington Youth Baseball

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

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

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

Name/location of Field # 5: Meadowbrook Park Field

Name/location of Field # 6:

2. Length of Contract: From August 19, 2013 To October 20, 2013 EXCEPTION(S) Times (Daily Schedule) Field #2 Times (Daily Schedule) Field # 1 From_3:00PM_ To _11:00PM_ Monday To _11:00PM_ Monday From_3:00PM_ To _11:00PM_ From 3:00PM_ Tuesday From_3:00PM Tuesday To **11:00PM**_ From 3:00PM_ To 11:00PM_ Wednesday To 11:00PM_ From_3:00PM_ Wednesday From 3:00PM_ To _11:00PM_ Thursday To 11:00PM_ Thursday From 3:00PM_ To _11:00PM_ From 3:00PM_ Friday To 11:00PM_ Friday From 3:00PM_ From 8:00AM_ To 11:00PM_ To _11:00PM Saturday Saturday From 8:00AM_ To 11:00PM_ From 1:00PM Sunday To _11:00PM_ Sunday From_1:00PM_ Times (Daily Schedule) Field #4 Times (Daily Schedule) Field #3 To __Dark_ From_3:00PM Monday Monday From 3:00PM_ To _11:00PM_ To __Dark_ From_3:00PM Tuesday To 11:00PM_ Tuesday From 3:00PM_ To Dark Wednesday From_3:00PM_ To 11:00PM_ Wednesday From 3:00PM To __Dark From_3:00PM_ Thursday To 11:00PM_ From 3:00PM_ Thursday To __Dark_ From_3:00PM_ Friday To 11:00PM_ Friday From_3:00PM_ To __Dark From_8:00AM_ To _11:00PM_ Saturday From 8:00AM_ Saturday To __Dark_ Sunday From 1:00PM_ To _11:00PM_ From 1:00PM Sunday Times (Daily Schedule) Field #6 Times (Daily Schedule) Field #5 To From Monday Monday From To_ To To __Dark__ Tuesday From From 3:00PM_ Tuesday To. To __Dark__ Wednesday From_ Wednesday From_3:00PM_ To Thursday From_3:00PM From To Dark_ Thursday Τo To ____ Friday From Friday From_ Τo From Saturday Tο Saturday From To_ From_ Sunday To_ Sunday From_

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

| SIGNATURES | STEPHEN A DAY |
|--|--|
| -///coming | LEAGUE PRESIDENT (Print or Type Name) |
| DIRECTOR, DIVISION OF PARKS AND RECREATION | BSOUCEPHAS WAY |
| COMMISSIONER, GENERAL SERVICES | STREET ADDRESS LEXINGTON LA 40503 CITY STATE 859322-0817 859333-4657 |
| | WORK PHONE HOME PHONE |
| | SCYBE WSIGHTBB. COLT |
| | E-MAIL ADDRESS |
| | LEAGUE PRESIDENT SIGNATURE |
| | DATE |
| | |
| MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERN | MENT |
| DATE | |
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ACORD,

CERTIFICATE OF LIABILITY INSURANCE

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

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| ., | PRODUCER | | | | | | CONTACT NAME: | Cheryl Pa | ettibone FAX | | | |
| | | | ırance Group, Inc | | | | PHONE (A/C, No. Ext): | 800-441- | 3994 (A/C, No): | | | |
| 17 | 12 | Mag | gnavox Way | | | | E-MAIL ADDRESS: | Cheryl.Petti | bone@kandkinsurance.com | | | |
| | | | 2338 | | | | PRODUCER CUSTOMER ID #: | | | | | |
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| palving | | LANY | PROPRIETORSHIPPARTNER/ | | | 1 | | | E.L. EACH ACCIDENT | | | |
| | | EXC | CUTIVE OFFICER/MEMBER | N/A | 1 | | İ | | E.L. DISEASE - EA EMPLOYEE | | | |
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| - | | _ | SCRIPTION OF OPERATIONS below RTICIPANT ACCIDENT | | | | 00101.0015 | | | \$ 10,000 | | |
| | A | \ \frac{1}{2} | (I)on Part Association | | 1 | SPP-257084-00 | 02/01/2013 12:01AM | 02/01/2014 12:01 AM | AD&D PRIMARY MEDICAL | \$ 250,000 | | |
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| 1 | | Τŀ | E CERTIFICATE HOLDER IS AN ADDITIONAL | ÍNSURI | ED, BU | T SOLELY WITH RESPEC | T TO THE OPERATION | ONS OF THE NA | MED INSURED. RE. | , | | |
| | | Ov | wner, manager or lessor of the premises where yo | ou cond | uci pra | ctices or games | | | | | | |
| Į, | SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE | | | | | | | | | | | |
| De la | - | | FICATE HOLDER | | | | CANCELLA | TION | | | | |
| ſ | OLIGHIR ANY OF THE AROVE DESCRIBED POLICIES BE CANCELLED BEFORE | | | | | | | | | | | |
| Evidence of Coverage | | | | THE EXPIR | TAG MOLTA | E THEREOF, NOTICE WILL | BE DELIVERED IN | | | | | |
| LFUCG | | | ACCORDAN | CE WITH THE | POLICY PROVISIONS. | | | | | | | |
| 200 East Main Street | | | | AUTHORIZED | REPRESENTAT | IVE | | | | | | |
| Lexington, KY 40507 | | | | | | 1. / | Acott purper | | | | | |
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Lexington-Fayette Urban County Government Division of Parks and Recreation 469 Parkway Drive Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

1. Name of League: 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:

In effort to be good neighbors with the surrounding residents the Batting Cage hours are 8:00am — 10:00pm

| 2. Le | ength of Contract: | From <u>August 19.</u> | 2013 To | October 20, 20 | 13_ | EXCEPTION(S) |
|--|--|--|--|---|---|--------------|
| Times (Daily | Schedule) Field #1 | • | Times (Daily S | Schedule) Field # 2 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00PM_ From_8:00AM_ From_1:00PM_ | To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ To _11:00PM_ | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM | To Dark To Dark To Dark To Dark To Dark To Dark To Dark To Dark | |
| Times (Daily | Schedule) Field #3 | | Times (Daily | Schedule) Field # 4 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From | To To To To To | Monday Tuesday Wednesday Thursday Friday Salurday Sunday | From_From | To To To To To To To To | j |
| Times (Daily | Schedule) Field # 5 | | Times (Daily | Schedule) Field # 6 | | - |
| Monday Tuesday Wednesday Thursday Friday Saturday | From_From | To To To To To To | Monday Tuesday Wednesday Thursday Friday Saturday | FromFromFromFromFromFromFromFromFromFromFromFromFromFromFrom_From | To To To To To To To | |
| Sunday | From | To | Sunday | From | 1 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.

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

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

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

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

 Use of lights is to be used for scheduled practices and/or games only.
- 19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

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

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

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

D.

| SIGNATURES | Jason Berge |
|---|--|
| DIRECTOR, DIVISION OF PARKS AND RECREATION | LEAGUE PRESIDENT (Print or Type Name) 3) 29 Howards Hills Prive |
| Dol Deep | STREET ADDRESS Lexington Ky 405/5 CITY STATE ZIP CODE |
| SECOMMISSIONER, GENERAL SERVICES | CITY STATE / ZIP CODE |
| \mathcal{N} . | WORK PHONE HOME PHONE |
| | berge jasme gorail.com |
| | E-MAIL ADDRESS |
| | LEAGUE PRESIDENT SIGNATURE |
| | 9/5/2013 |
| | DATE |
| | |
| MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNM | ENT |
| DATE | |
| AITEST | |

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT **Cheryl Pettibone** NAME PHONE K&K Insurance Group, Inc. 800-441-3994 (A/C, No): (A/C, No. Ext): 1712 Magnavox Way E-MAIL Cheryl.Pettibone@kandkinsurance.com ADDRESS: PRODUCER CUSTOMER ID #: P.O. Box 2338 Fort Wayne NAIC # INSURER(S) AFFORDING COVERAGE Nationwide Life Insurance Co. INSURER A INSURED Nationwide Mutual Insurance Co. INSURER B: SOUTHEASTERN BABE RUTH LEAGUE INSURER C P.O. Box 23915 INSURER D 40523 Lexington, KY, **REVISION NUMBER:** COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) ADDL SUBR INSR WVD NSE LIMITS POLICY NUMBER TYPE OF INSURANCE EACH OCCURRENCE \$2,000,000 GENERAL LIABILITY DAMAGE TO RENTED \$ 300,000 COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) Х 5,000 MED EXP (Any one person) CLAIMS-MADE X OCCUR 03/02/2013 12:01AM 02/01/2014 PERSONAL & ADV INJURY \$2,000,000 RPG-257083-00 12:01 AM GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER PARTICIPANT LEGAL LIABILITY \$2,000,000 PROJECT POLICY COMBINED SINGLE LIMIT \$1,000,000 AUTOMOBILE LIABILITY (Ea Accident) BODILY INJURY (Per person) OTUA YAA BODILY INJURY (Per accident) ALL OWNED AUTOS PROPERTY DAMAGE (Per accident) 02/01/2014 03/02/2013 12:01AM SCHEDULED AUTOS RPG-257083-00 В HIRED AUTOS Х NON-OWNED AUTOS Х FACH OCCURRENCE **UMBRELLA LIAB** OCCUR AGGREGATE **EXCESS LIAB** CLAIMS-MADE DEDUCTIBLE RETENTION WORKERS COMPENSATION OTHER TORY LIMITS AND EMPLOYERS' LIABLITY
ANY PROPRIETORSHIP/PARTNER/
EXECUTIVE OFFICER/MEMBER
EXCLUDED? Y/N E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE -- POLICY LIMIT PARTICIPANT ACCIDENT 03/02/2013 12:01AM 10.000 AD&D PRIMARY MEDICAL 02/01/2014 SPP-257084-00 12:01 AM 250.000 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. RE: 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 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN **Evidence of Coverage** ACCORDANCE WITH THE POLICY PROVISIONS. Lexington Fayette Urban County Government 200 F. Main St AUTHORIZED REPRESENTATIVE 40504 Lexington, KY

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

FACILITY USAGE AGREEMENT

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

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GENERAL TERMS:

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

Name of League: Southeastern Cal Ripken Baseball

Name of Park(s): Veterans 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)

the surrounding residents the Batting Cage hours are 8:00am - 10:00pm

In effort to be good neighbors with

| 2. Le | ength of Contract: | From August 19, | 2013 To | October 20, 20 | 13 | EXCEPTION(S) |
|--|--|--|--|--|---|--------------|
| Times (Daily | Schedule) Field # 1 | | Times (Daily | Schedule) Field # 2 | | |
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| Times (Daily | Schedule) Field # 5 | <u>5</u> | Times (Daily | Schedule) Field # 6 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday | From_3:00PM_ From_8:00AM_ | ToDark To To To ToDark ToDark | Monday Tuesday Wednesday Thursday Friday Saturday | From_3:00PM_ From From | ToDark ToDark ToDark To To | |
| Sunday | From_1:00PM_ | ToDark | Sunday | From_1:00PM_ | ToDark | • |

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B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

Sunday

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.

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

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

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

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

| SIGNATURES | Eric Dawalt |
|--|--|
| DIRECTOR, DIVISION OF PARKS AND RECREATION COMMISSIONER, GENERAL SERVICES | the state of the s |
| MAYOR, LEXINGTON-FAYETTE URBAN COUNTY G | GOVERNMENT |
| ATTEST | dana A a conference |

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Cheryl Pettibone FAX (A/C, No): PHONE 800-441-3994 K&K Insurance Group, Inc (A/C, No. Ext): E-MAJL Cheryl.Pettibone@kandkinsurance.com 1712 Magnavox Way P.O. Box 2338 CUSTOMER ID #: Fort Wayne NAIC# INSURER(S) AFFORDING COVERAGE Nationwide Life Insurance Co. INSURER A: INSURED Nationwide Mutual Insurance Co. INSURER B: SOUTHEASTERN CAL RIPKEN LEAGUE INSURER C: P.O. Box 23466 INSURER D Lexington, KY 40523 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. CERTIFICATE NUMBER: POLICY EFF POLICY EXP ADDL SUBR INSR WVD POLICY NUMBER Nen TYPE OF INSURANCE LTR \$2,000,000 EACH OCCURRENCE GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 X COMMERCIAL GENERAL LIABILITY 5,000 MED EXP (Any one person) CLAIMS-MADE X OCCUR 02/09/2013 12:01 AM 02/01/2014 \$2,000,000 PERSONAL & ADV INJURY RPG-257083-00 х 12:01 AM \$5,000,000 GENERAL AGGREGATE PRODUCTS-COMP/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PARTICIPANT LEGAL LIABILITY \$2,000,000 PROJECT POLICY COMBINED SINGLE LIMIT \$1,000,000 (Ea Accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) ALL OWNED AUTOS PROPERTY DAMAGE 02/01/2014 02/09/2013 12:01 AM RPG-257083-00 SCHEDULED AUTOS 12:01 AM (Per accident) HIRED AUTOS Х NON-OWNED AUTOS X EACH OCCURRENCE OCCUR UMBRELLA LIAB AGGREGATE CLAIMS-MADE EXCESS LIAB DEDUCTIBLE RETENTION WORKERS COMPENSATION
AND EMPLOYERS' LIABLITY
ANY PROPRIETORSHIPPARTNER/
EXECUTIVE OFFICER/MEMBER
EXCLUDED? WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT N/A E.L. DISEASE -- EA EMPLOYEE EXCLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT PARTICIPANT ACCIDENT 10,000 02/09/2013 12:01 AM 02/01/2014 AD&D PRIMARY MEDICAL SPP-257084-00 250,000 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 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE WILL BE DELIVERED IN THE EXPIRATION DATE THEREOF, NOTICE Lexington Fayette Urban County ACCORDANCE WITH THE POLICY PROVISIONS. Government AUTHORIZED REPRESENTATIVE 200 E. Main St. Lexington KY 40504

ACORD 25 (2009/09)

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

- 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 #2 (game use only-no practices)

(shared use per agreement with Western Little League)

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

| 2. Le | ength of Contract: | From August 19, | 2013 To | October 20, 20 | 13 | EXCEPTION(S) |
|--|--|-------------------------|--|--|---|--------------|
| Times (Daily: | Schedule) Field # 1 | | Times (Daily S | Schedule) Field # 2 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_ | To _11:00PM* _ | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00PM*_ From_1:00PM*_ | To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ | |
| Times (Daily | Schedule) Field #3 | | Times (Daily | Schedule) Field # 4 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_ | To _ 11:00PM_ | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From From From From From From From | To To To To To To To To | |
| Times (Daily | Schedule) Field # 5 | i | Times (Daily | Schedule) Field # 6 | | • |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From From From From From From From | To To To To To To To To | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From From From From From From From | To To To To To To To To To | |

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional 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.

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

- 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

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

- the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
- Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
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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 | SFAN CAVINS |
|--|---------------------------------------|
| DIRECTOR, DIVISION OF PARKS AND RECREATION | LEAGUE PRESIDENT (Print or Type Name) |
| DIRECTOR, DIVISION OF THE PARTY | 4321 SOUTHMOOR PARK |
| \mathcal{L} | STREET ADDRESS |
| May (dee) | CITY STATE ZIP CODE |
| COMMISSIONER, GENERAL SERVICES | \$59-232-1230 \$59-523-3145 |
| <i>,</i> , | WORK PHONE HOME PHONE |
| | SOUTHWEST PON/@YAHOO. COM |
| | E-MAIL ADDRESS |
| | LEAGUE PRESIDENT SIGNATURE |
| | S/29/13 |
| | DATE |
| | |
| MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERN | WMENT |
| MAYOR, CEXING TON- ATETTE OTONIA OCOUNTY | • |
| | |
| DATE | |
| | |
| ATTEST | |
| | • |



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

| certificate holder in lieu of such endorsement(s). | CONTACT Parn Crenshaw | EAY (0.00) P40 4007 |
|---|--------------------------------------|-------------------------------|
| PRODUCER Neace Lukens - Lexington/ Assured NL Insurance Agency Inc | PHONE (A/C, No. Ext): (859) 543-1716 | FAX (A/C, No): (859) 543-1987 |
| Neace Lukeris - Leanington Accessor to the Control of the Control | ADDRESS: | |
| Lexington, N1 40009 | INSURER(S) AFFORDING COVERAGE | NAIC# |
| | INSURER A : National Casualty Co | 11991 |
| INSURED | INSURER B: | |
| D. Beechell Inc | INSURER C: | |
| Southwest Lexington Pony Baseball, Inc. Po Box 8288 Lexington, KY 40533-8288 | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | anen. |
| CENTIEICATE MIMBER | REVISION NUM | MBEK: |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD **CERTIFICATE NUMBER:** COVERAGES 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.

| | CLUSIONS AND CONDITIONS OF SUCH | ADDL SU | JBR | | POLICY EFF (MM/DD/YYYY) | (MM/DD/YYYY) | LIMIT | <u> </u> | |
|----|---|---------|-----|----------------|----------------------------|--------------|---|-------------|----------|
| SR | TYPE OF INSURANCE | INSR W | VD | POLICY NUMBER | (MilwiDDI33113 | | EACH OCCURRENCE | \$ | 1,000,00 |
| | GENERAL LIABILITY | . | | DV004200007244 | 3/1/2013 | 3/1/2014 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 300,00 |
| | X COMMERCIAL GENERAL LIABILITY | | | PK201300002314 | 0,1,2010 | | MED EXP (Any one person) | \$ | |
| ļ | CLAIMS-MADE X OCCUR | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,0 |
| | X Participant Legal Li | | | | | | GENERAL AGGREGATE | \$ | 2,000,00 |
| | | | | | ' | | PRODUCTS - COMP/OP AGG | \$ | 1,000,0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | \$ | |
| , | X POLICY PRO- JECT LOC | - | - | | | - | COMBINED SINGLE LIMIT (Ea accident) | \$: | |
| | AUTOMOBILE LIABILITY | | | | Ì | | BODILY INJURY (Per person) | \$ | |
| | ANY AUTO SCHEDULED | | | | | | BODILY INJURY (Per accident) | \$ | |
| | ALL OWNED SCHEDULED AUTOS NON-OWNED | | | | | | PROPERTY DAMAGE (PER ACCIDENT) | \$ | |
| | HIRED AUTOS AUTOS | | | | | | | \$ | |
| | | - | | | | | EACH OCCURRENCE | \$ | 4,000,0 |
| | UMBRELLA LIAB X OCCUR | _ | | EX201300000022 | 3/1/2013 | 3/1/2014 | AGGREGATE | 5 | 4,000,0 |
| A | X EXCESS LIAB CLAIMS-MADI | 1 | | | | | | \$ | |
| | DED RETENTION \$ WORKERS COMPENSATION | | | | | | WC STATU- OTH TORY LIMITS ER | <u> </u> | |
| | AND EMPLOYERS' LIABILITY Y/N | | | | | | E.L. EACH ACCIDENT | \$_ | 1 |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | | E.L. DISEASE - EA EMPLOYE | E \$ | |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | 9907915 | 3/1/2013 | 3/1/2014 | | | 250, |
| A | Accident Medical | | | 99070917 | 3/1/2013 | 3/1/2014 | | | 500, |
| A | Cat Medical | | | 3301031. | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Rem

|--|

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

Ţ

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

FACILITY USAGE AGREEMENT

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

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

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 - Any crimes of violence 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.
- 2 The facility coresoment only ameridae usage of the nort facility of the time and launtian decignated herein

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

A. FACILITY:

1. Name of League: 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 Lexington Pony Baseball League)

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

Name/focation of Field # 5: Wolf Run Minor League Field

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

| 2. Le | ength of Contract: | From August 19, | 2013 To | October 20, 20 | 13 | EXCEPTION(S) |
|--|--|---|--|--|---|--------------|
| Times (Daily | Schedule) Field # 1 | | Times (Daily | Schedule) Field #2 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM* From_3:00PM* From_3:00PM* From_3:00PM* From_3:00PM* From_8:00AM* From_1:00PM* | To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ To _11:00PM*_ | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM* From_3:00PM* From_3:00PM* From_3:00PM* From_3:00PM* From_8:00AM* From_1:00PM* | To _11:00PM* To _11:00PM* To _11:00PM* To _11:00PM* To _11:00PM* To _11:00PM* | |
| Times (Daily | Schedule) Field # 3 | | Times (Daily | Schedule) Field # 4 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_ | To _11:00PM _ To _11:00PM _ To _11:00PM _ To _11:00PM _ To _11:00PM _ To _11:00PM _ To _11:00PM _ | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_ | ToDark ToDark ToDark ToDark ToDark ToDark ToDark | |
| Times (Daily | Schedule) Field # 5 | | Times (Daily | Schedule) Field # 6 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_3:00PM*_ From_8:00AM*_ From_1:00PM*_ | ToDark ToDark ToDark ToDark ToDark_ ToDark_ ToDark_ | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From_3:00PM_ From_3:00PM_ From_3:00PM_ From_3:00PM_ From_8:00AM_ From_1:00PM_ | To Dark To Dark To Dark To Dark To Dark To Dark To Dark To Dark To Dark | |

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

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

- the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
- 9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
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- 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 togo 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 | | , |
|---|--------------------------------|----------|
| Mound | Robert G. Go | rdon |
| DIRECTOR, DIVISION OF PARKS AND RECREATION | LEAGUE PRESIDENT (Print or Typ | |
| | 2820 Ashbrooke | Drive |
| | STREET ADDRESS | |
| Moll all | Lexinoston KY | 40513 |
| COMMISSION A, GENERAL SERVICES | CITY STATE | ZIP CODE |
| $\mathcal M$ | 615-349-6978 | |
| | | PHONE |
| - | Pasident DWILbb. | lon |
| | E-MAIL ADDRESS P.P | |
| | · of that the | |
| | LEAGUE PRESIDENT SIGNATURE | |
| | 8/14/13 | |
| | DATE | |
| | | |
| MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMEN | T | |
| • | | |
| DATE | | |
| | | |
| ATTEST | | |
| UI IFOI | | |
| | | |

CERTIFICATE OF LIABILITY INSURANCE DATE 1/30/13 Keystone Risk Managers, LLC **CERTIFICATE#** 3170320-1 1995 Point Township Drive 17 03 Northumberland, PA 17867 **INSURERS AFFORDING COVERAGE:** ADDITIONAL NAMED INSURED: INSURER A: LEXINGTON INSURANCE COMPANY WESTERN LL GERALD CORDON 2820 ASHBROOK LN INSURER B: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (Non-Liability) LEXINGTON **CHARTIS SPECIALTY** INSURER C: 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'I. INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE MM/DD/YYYY | POLICY EXPIRATION DATE MM/DD/YYYY | | LIMITS |
|-------------|-----------------|--|------------------------|-------------------------------------|-----------------------------------|---|-------------------------------|
| | | GENERAL LIABILITY | · | | • | EACH OCCURRENCE | \$1,000,000 |
| A | X | X OCCURRENCE | 9472612 | 1/29/2013 | 1/01/2014 | GENERAL AGGREGATE | \$2,000,000 |
| þ | | X INCL. PARTICIPANTS | Property Damage Ded | uctible: \$250 | | PRODUCTS/COMP OPS AGGREGATE | \$1,000,000 |
| | | V CEVILAL ADUCE | | | , | SEXUAL ABUSE OCCUBRENCE | \$1,000,000 |
| | ' ' | X SEXUAL ABUSE | | • | | SEXUAL ABUSE AGGREGATE | \$2,000,000 |
| 1 | | MEDICAL PAYMENTS | | | | ANY ONE PERSON | |
| į. | | DUDE COMO DO CONTRA DE COMO DE | | | | EACH LOSS | \$1,000,000 |
| * | | DIRECTORS & OFFICERS | 14756838 | 1/01/2013 | 1/01/2014 | AGGREGATE | \$1,000,000 |
| A | | CRIME COVERAGE | | | | EACH LOSS | \$35,000 |
| 2.00 | | OF HIVE COVENAGE | Crime Deductible: \$25 | 0 Property/\$1,000 Mone | y . | AGGREGATE | NONE |
| В | 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 atterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

| INSURED | CANCELLATION |
|--|--|
| Lude League Baseball Risk Purchasing Group, Inc. 539 U.S. RT. 15 HIGHWAY | 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. |
| South Williamsport, PA 17702 | AUTHORIZED REPRESENTATIVE U |

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:

- 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.

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

A. FACILITY:

1. Name of League: Eastern Little League

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

Name/location of Field #1: Ecton Upper Baseball Field Name/location of Field #2: Ecton Lower Baseball Field

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

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

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

Length of Contract: From <u>August 19, 2013</u> To <u>October 20, 2013</u>

| Times (Daily | Schedule) Field # 1 | | Times (Daily | Schedule) Field # 2 | | EXCEPTION(S) |
|--|---|-------------------------|--|---|---|--------------|
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| Times (Daily | Schedule) Field # 5 | | Times (Daily | Schedule) Field # 6 | | |
| Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From From From From From From From From | To To To To To To To To | Monday Tuesday Wednesday Thursday Friday Saturday Sunday | From From From From From From From | To To To To To To To To To | |

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D.

| SIGNATURES THE MAN AND AND AND AND AND AND AND AND AND A | Mindy Woodall |
|--|--|
| DIRECTOR, DIVISION OF PARKS AND RECREATION COMMISSIONER, GENERAL SERVICES | LEAGUE PRESIDENT (Print or Type Name) 3 7 WILLIAM WOOD WIND STREET ADDRESS LEX HUSTON LOST ZIP CODE WORK PHONE HOME PHONE MYDODG A I O INSIAN HOD. CON E-MAIL ADDRESS LEAGUE PRESIDENT SIGNATURE 8 10 2013 |
| MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMI | DATE , , |
| ATTEST | |

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

COVERAGES

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

| inish LTR | ADD'L INSRD | | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE MM/DD/YYYY | POLICY EXPIRATION DATE MINIDD/YYYY | | LIMITS |
|--------------|----------------|----------|------------------------|-------------------------|---------------------------------------|------------------------------------|---|-------------------------------|
| | | ╁┈ | GENERAL LIABILITY | | | | EACH OCCURRENCE | \$1,000,000 |
| A | Ă, | X | OCCURRENCE | 9472612 | 1/01/2013 | 1/01/2014 | GENERAL AGGREGATE | \$2,000,000 |
| 4.5 | Γ, | X | INCL PARTICIPANTS | Property Damage Dedu | ctible: \$250 | | PRODUCTS/COMP OPS AGGREGATE | \$1,000,000 |
| | | 1 | | | | | SEXUAL ABUSE OCCURRENCE | \$1,000,000 |
| 1 | | X | SEXUAL ABUSE | | · | | SEXUAL ABUSE AGGREGATE | \$2,000,000 |
| | | \vdash | MEDICAL PAYMENTS | | · · · · · · · · · · · · · · · · · · · | | ANY ONE PERSON | |
| | - | | | | | | EACH LOSS | \$1,000,000 |
| | l }% ' | - | DIRECTORS & OFFICERS | 14756838 | 1/01/2013 | 1/01/2014 | AGGREGATE | \$1,000,000 |
| - A | X | | CRIME COVERAGE | 010008417 | 1/01/2013 | 1/01/2014 | EACH LOSS | \$35,000 |
| | | | Chime Covernate | Crime Deductible: \$250 | Property/\$1,000 Mone | · · | AGGREGATE | NONE |
| В | X | | SPORTS EXCESS ACCIDENT | SR6910S434 | 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 o 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

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 2. FAYETTE COUNTY PUBLIC SCHOOL DISTRICT

| 'NSURED | CANCELLATION |
|--|--|
| Little League Baseball Risk Purchasing Group, Inc. 539 U.S. RT. 15 HIGHWAY | 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 COMMUNICATION OF THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST COMMUNICATION OF THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST COMMUNICATION OF THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST COMMUNICATION OF THE DESIGNATION OF THE DESI |
| South Williamsport, PA 17702 | AUTHORIZED REPRESENTATIVE |

| · CERTIFICATE OF | LIABILITY INSURANCE | DATE | 12/12/12 | | |
|---|---------------------|-------------------------|---|--|--|
| Keystone Risk Manager | | CERTIFICATE # 3170303-1 | | | |
| 1995 Point Township Dr Northumberland, PA 17 | | | 1 17 03 | | |
| ADDITIONAL NAMED INSURED: | | INSURERS A | FORDING COVERAGE: | | |
| | ASTERN AMERICAN LL | INSURER A: | LEXINGTON INSURANCE COMPAN | | |
| MIKE SANNER 3752 WARGRA | À | | NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA | | |
| LEXINGTON | KY 40509 | INSURER C: | CHARTIS SPECIALTY INSURANCE COMPANY | | |

COVERAGES

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

| INSR | ADD'L INSRD | | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE MM/DD/YYYY | POLICY EXPIRATION DATE MIN/DD/YYYY | <u> </u> | LIMITS |
|------|----------------|----|--|-------------------------|-------------------------------------|------------------------------------|---|-------------------------------|
| | | - | GENERAL LIABILITY | , | - | | EACH OCCURRENCE | \$1,000,000 |
| Α | χ | X | OCCURRENCE | 9472612 | 1/01/2013 | 1/01/2014 | GENERALAGGREGATE | \$2,000,000 |
| | ^ | - | INCL, PARTICIPANTS | Property Damage Dedu | ctible: \$250 | | PRODUCTS/COMP OPS AGGREGATE | \$1,000,000 |
| | | 1 | | | | | SEXUAL ABUSE OCCURRENCE | \$1,000,000 |
| | | X | SEXUAL ABUSE | | | | SEXUAL ABUSE AGGREGATE | \$2,000,000 |
| | | - | MEDICAL PAYMENTS | <u> </u> | | | ANY ONE PERSON | |
| | | +- | and the same of th | | - | | EACH LOSS | \$1,000,000 |
| | X | | DIRECTORS & OFFICERS | 14756838 | 1/01/2013 | 1/01/2014 | AGGREGATE | \$1,000,000 |
| · A | χ | - | CRIME COVERAGE | 010008417 | 1/01/2013 | 1/01/2014 | EACH LOSS | \$35,000 |
| | | | CHIVIL GOVERNAL | Crime Deductible: \$250 | Property/\$1,000 Mone | ey | AGGREGATE | NONE |
| В | X | 1 | SPORTS EXCESS ACCIDENT | SR09105434 | 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:

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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 2. FAYETTE COUNTY PUBLIC SCHOOL DISTRICT

| 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 LASTICATIVE ADDRESS TO US. AUTHORIZED REPRESENTATIVE |
|--|
| |