

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

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

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

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **March 1, 2012** To **July 31, 2012**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 2

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 3

Monday	From 3:00pm_	To_Dark_
Tuesday	From 3:00pm_	To_Dark_
Wednesday	From 3:00pm_	To_Dark_
Thursday	From 3:00pm_	To_Dark_
Friday	From 3:00pm_	To_Dark_
Saturday	From 8:00am_	To_Dark_
Sunday	From 1:00pm_	To_Dark_

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

EXCEPTION(S)
HS Tournament April 20, 21
Middle School State Tournament May 11, 12, 13
NSA Tournament June 16, 17
BCSG Tournament July 7, 8, 9
NSA Tournament July 28, 29

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility.
Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.

4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)

Franchise League will provide the following services:

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

C. MISCELLANEOUS

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

individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.

11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

COMMISSIONER, GENERAL SERVICES

David Durham
LEAGUE PRESIDENT (Print or Type Name)
745 Sunny Slope Trace
STREET ADDRESS
Lexington, KY 40514
CITY STATE ZIP CODE
859-338-7361 - 859-309-
WORK PHONE HOME PHONE 3390
L.Durham54@insightbb.com
E-MAIL ADDRESS
David Durham
LEAGUE PRESIDENT SIGNATURE
3-6-12
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES CERTIFICATE NUMBER: C11211127527 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	9471988	01/01/2012	01/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 LIMITS \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input type="checkbox"/> RET <input type="checkbox"/> LOC <input type="checkbox"/>					
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION \$					WC STATUTORY LIMITS \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Accident Medical		SRPO-50299-214	01/01/2012	01/01/2013	\$100 Deductible 100,000

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

Effective: 01/11/12 - 01/01/13

The certificate holder is named as additional insured with respects to the NSA sanctioned activities of: Bluegrass Girls Softball
Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

CERTIFICATE HOLDER

LFUCG
200 East Main St.
Lexington, KY 40507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Terri Tomasik/AMZ

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. 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**
League scheduling at Ecton Park and Lansdowne-Merrick Park will reflect a reasonable effort to reduce games on the Ecton Park lower field by 20%-30%.

- Name/location of Field # 1: **Ecton Upper Baseball Field**
 Name/location of Field # 2: **Ecton Lower Baseball Field**
 Name/location of Field # 3: **Lansdowne-Merrick Upper Baseball Field**
 Name/location of Field # 4: **Lansdowne-Merrick Lower Baseball Field**
 Name/location of Field # 5:
 Name/location of Field # 6:

2. Length of Contract: From **March 1, 2012** To **July 31, 2012**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm*	To_Dark
Tuesday	From 3:00pm*	To_Dark
Wednesday	From 3:00pm*	To_Dark
Thursday	From 3:00pm*	To_Dark
Friday	From 3:00pm*	To_Dark
Saturday	From 8:00am**	To_Dark
Sunday	From 12:00pm_	To_Dark

*Weekday games start at 4:00pm.

**Batting Cages at Ecton Park: No Use Before 8:30am—Signage Posted by League.

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

Times (Daily Schedule) Field # 2

Monday	From 3:00pm*	To_Dark
Tuesday	From 3:00pm*	To_Dark
Wednesday	From 3:00pm*	To_Dark
Thursday	From 3:00pm*	To_Dark
Friday	From 3:00pm*	To_Dark
Saturday	From 8:00am**	To_Dark
Sunday	From 12:00pm_	To_Dark

*Weekday games start at 4:00pm.

EXCEPTION(S)
Ecton Park
Big Band & Jazz
Concerts
July 10, 17, 24, 31
....Aug 7, 14, 21, 28
<u>Lansdowne-Merrick Park</u>
Egg Hunt
April 7
(noon)
Park Activity
August 8
(5:30-9:00)

Times (Daily Schedule) Field # 3

Monday	From 3:00pm_	To_Dark
Tuesday	From 3:00pm_	To_Dark
Wednesday	From 3:00pm_	To_Dark
Thursday	From 3:00pm_	To_Dark
Friday	From 3:00pm_	To_Dark
Saturday	From 8:00am_	To_Dark
Sunday	From 1:00pm_	To_Dark

Times (Daily Schedule) Field # 4

Monday	From 3:00pm_	To_Dark
Tuesday	From 3:00pm_	To_Dark
Wednesday	From 3:00pm_	To_Dark
Thursday	From 3:00pm_	To_Dark
Friday	From 3:00pm_	To_Dark
Saturday	From 8:00am_	To_Dark
Sunday	From 1:00pm_	To_Dark

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

C. MISCELLANEOUS

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

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than 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. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

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

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

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

COMMISSIONER, GENERAL SERVICES

Bradley B. Newsome
LEAGUE PRESIDENT (Print or Type Name)
300 Cassidy Avenue
STREET ADDRESS
Lexington KY 40502
CITY STATE ZIP CODE
859-229-7502 859-266-5442
WORK PHONE HOME PHONE
Brad@newsomeconsulting.com
E-MAIL ADDRESS
Bradley B. Newsome
LEAGUE PRESIDENT SIGNATURE
2/22/12
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

CERTIFICATE OF LIABILITY INSURANCE

DATE 1/17/12

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

CERTIFICATE # 3170307-1

1 17 03

ADDITIONAL NAMED INSURED

LEXINGTON EASTERN NATIONAL LL
 BRAD NEWISOME
 300 CASSIDY AVE

LEXINGTON KY 40502

INSURERS AFFORDING COVERAGE:

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

COVERAGES

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

ADOL INBRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
					EACH OCCURRENCE	AGGREGATE
X	GENERAL LIABILITY	9472464	1/03/2012	1/01/2013	\$1,000,000	\$2,000,000
X	INCL. PARTICIPANTS	Property Damage Deductible: \$250				
X	SEXUAL ABUSE				\$1,000,000	\$1,000,000
	MEDICAL PAYMENTS				EACH LOSS	\$1,000,000
	DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	AGGREGATE	\$1,000,000
X	CRIME COVERAGE	010008411	1/01/2012	1/01/2013	EACH LOSS	\$35,000
		Crime Deductible: \$250 Property \$1,000 Money				
X	SPORTS EXCESS ACCIDENT	BR09105434	1/01/2012	1/01/2013	AGGREGATE	NONE
					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 1) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

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

VERIFIED

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

CANCELLATION

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

[Signature]
 AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE **1/17/12**

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

CERTIFICATE # **3170303-1**

1 17 03

ADDITIONAL NAMED INSURED:

LEXINGTON EASTERN AMERICAN LL
BRAD NEWSOME
 300 CASSIDY AVE
 LEXINGTON KY 40502

INSURERS AFFORDING COVERAGE:

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

COVERAGES

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

ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS
X	GENERAL LIABILITY	9472464 Property Damage Deductible: \$250	1/03/2012	1/01/2013	EACH OCCURRENCE \$1,000,000
	OCURRENCE				GENERAL AGGREGATE \$2,000,000
	INCL. PARTICIPANTS				PRODUCT/COMP OPP AGGREGATE \$1,000,000
	SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE \$1,000,000
	MEDICAL PAYMENTS				SEXUAL ABUSE AGGREGATE \$2,000,000
	DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	EACH LOSS \$1,000,000
X	CRIME COVERAGE	010008411	1/01/2012	1/01/2013	AGGREGATE \$86,000
					AGGREGATE \$1,000,000
X	SPORTS EXCESS ACCIDENT	SR09105434	1/01/2012	1/01/2013	EACH LOSS \$86,000
					AGGREGATE NONE
					As in Master Policy Med. Max. \$100,000 Ded. \$50

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

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

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

FILED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 60 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

Little League Baseball Risk Purchasing Group, Inc.

539 U.S. RT. 15 HIGHWAY

South Williamsport, PA 17702

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

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

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

GENERAL TERMS:

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 and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. 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 Fastpitch Softball**
 Name of Park(s): **Constitution Park / Mary Todd Park**
 Name/location of Field # 1: **Constitution Softball Field**
 Name/location of Field # 2: **Mary Todd Field**
 Name/location of Field # 3:
 Name/location of Field # 4:
 Name/location of Field # 5:
 Name/location of Field # 6:

2. Length of Contract: From **March 1, 2012** To **July 31, 2012**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 2

Monday	From 3:00pm_	To_Dark
Tuesday	From 3:00pm_	To_Dark
Wednesday	From	To
Thursday	From 3:00pm_	To_Dark
Friday	From	To
Saturday	From 3:00pm_	To_Dark
Sunday	From	To

EXCEPTION(S)
 BGSF Tournament
 July 7, 8, 9

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.

4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse-collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

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

individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.

11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. **Use of lights is to be used for scheduled practices and/or games only.**
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

Angela M. Horton

LEAGUE PRESIDENT (Print or Type Name)

533 Cricklewood Ct.

STREET ADDRESS

Lexington, Ky. 40505

COMMISSIONER, GENERAL SERVICES

CITY STATE ZIP CODE

859-281-3116 859-333-1828

WORK PHONE

HOME PHONE

angela.horton87@gmail.com

EMAIL ADDRESS

Angela M. Horton

LEAGUE PRESIDENT SIGNATURE

07/24/2012

DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	CONTACT NAME: PHONE (A/C, No. Ext.): (800) 318-7709 FAX (A/C, No.): (708) 636-3915 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00018418
INSURED National Softball Association P. O. Box 7 Nicholasville KY 40340	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Co. INSURER B: Axis Global INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC #

COVERAGES CERTIFICATE NUMBER: **CL1211127531** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	9471988	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$					WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Workers Compensation and Employers' Liability Any Proprietor/Partner/Executive Officer/Member Excluded? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		SRPO-50299-214	01/01/2012	01/01/2013	\$100 Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is named as additional insured with respect to the NSA sanctioned activities of Lexington Fastpitch Softball
Effective: 01/11/12 - 01/01/13
Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.

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.

AUTHORIZED REPRESENTATIVE
Terri Tomasik/AMZ

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - 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 and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

Name/location of Field # 2:

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **March 1, 2012** To **July 31, 2012**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.

4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)

Franchise League will provide the following services:

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

C. MISCELLANEOUS

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

individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.

11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

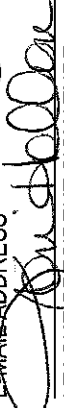
Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

COMMISSIONER, GENERAL SERVICES

Joni Hollon
LEAGUE PRESIDENT (Print or Type Name)
578 Benton Rd
STREET ADDRESS
Lexington Ky 40505
CITY STATE ZIP CODE
859-746-1461 859-230-9567
WORK PHONE HOME PHONE
joni-hollon@gmail.com
EMAIL ADDRESS

LEAGUE PRESIDENT SIGNATURE
2/28/12
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2012

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	RPG-253255-00	03/24/2012 12:01AM	02/01/2013 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Es occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$55,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000 COMBINED SINGLE LIMIT (Es Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>		RPG-253255-00	03/24/2012 12:01AM	02/01/2013 12:01 AM	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				INS STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT		SPX-253255-00	03/24/2012 12:01AM	02/01/2013 12:01 AM	AD&D \$ 10,000 PRIMARY MEDICAL \$ 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:

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

ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$3,000,000 AGGREGATE

CERTIFICATE HOLDER

CANCELLATION

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

Lexington, Fayetteville Urban County Government
Lexington, KY 40504

AUTHORIZED REPRESENTATIVE
Scott Penland

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

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

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

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

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

Name/location of Field # 6:

2. Length of Contract: From **March 1, 2012** To **July 31, 2012**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 2

Monday	From 3:00pm_	To Dark
Tuesday	From 3:00pm_	To Dark
Wednesday	From 3:00pm_	To Dark
Thursday	From 3:00pm_	To Dark
Friday	From 3:00pm_	To Dark
Saturday	From 8:00am_	To Dark
Sunday	From 1:00pm_	To Dark

Times (Daily Schedule) Field # 3

Monday	From 3:00pm_	To Dark
Tuesday	From 3:00pm_	To Dark
Wednesday	From 3:00pm_	To Dark
Thursday	From 3:00pm_	To Dark
Friday	From 3:00pm_	To Dark
Saturday	From 8:00am_	To Dark
Sunday	From 1:00pm_	To Dark

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the **Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.

4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

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

individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.

11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than 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. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must 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.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

Billy Hobbs

LEAGUE PRESIDENT (Print or Type Name)

306 MANHATTAN DR.

STREET ADDRESS

LEX KY 40505

CITY STATE ZIP CODE

859 608 9098

WORK PHONE HOME PHONE

hobbs.billy@insightbb.com

E-MAIL ADDRESS

Billy Hobbs

LEAGUE PRESIDENT SIGNATURE

3/6/12

DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

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

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

PRODUCER		CONTACT NAME: Cheryl Pettibone	
K&K Insurance Group, Inc 1712 Magnavox Way P.O. Box 2338 Fort Wayne		PHONE (A/C, No, Ext): 800-441-3994	FAX (A/C, No):
		EMAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com	
		PRODUCER CUSTOMER ID #:	NAIC #
INSURER(S) AFFORDING COVERAGE			
INSURED	INSURER A: Nationwide Life Insurance Co.		
NORTHERN CAL RIPKEN LEAGUE	INSURER B: Nationwide Mutual Insurance Co.		
P.O. Box 55491	INSURER C:		
Lexington, KY, 40555	INSURER D:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				RPG-253255-00	12:01AM 02/16/2012	02/01/2013 12:01 AM	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 PARTICIPANT LEGAL LIABILITY \$2,000,000 COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				RPG-253255-00	12:01AM 02/16/2012	02/01/2013 12:01 AM	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS							
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under							
A	PARTICIPANT ACCIDENT				SPX-253256-00	12:01AM 02/16/2012	02/01/2013 12:01 AM	EACH OCCURRENCE AGGREGATE IWC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE --EA EMPLOYEE E.L. DISEASE --POLICY LIMIT AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.
 NOTE: Owner, manager or lessor of the premises where you conduct practices or games

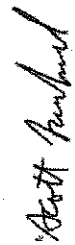
ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER

LFUCG
200 E. Main St.
Lexington KY , 40504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

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

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

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **March 1, 2012** To **July 31, 2012**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 2

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 3:00pm_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 3

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

NOTE:

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.

4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

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

individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.

11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

COMMISSIONER, GENERAL SERVICES

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

C.E. Johnson
LEAGUE PRESIDENT (Print or Type Name)
3287 Compton
STREET ADDRESS
Lex Ky 40513
CITY STATE ZIP CODE
351-161
WORK PHONE HOME PHONE
eg@circuits.com
E-MAIL ADDRESS
[Signature]
LEAGUE PRESIDENT SIGNATURE
2-21-12
DATE

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES:

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			RPG-253255-00	12:01AM 02/01/2012	02/01/2013 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000 COMBINED SINGLE LIMIT \$1,000,000 (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			RPG-253255-00	12:01AM 02/01/2012	02/01/2013 12:01 AM	
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Please describe other DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT			SPX-253256-00	12:01AM 02/01/2012	02/01/2013 12:01 AM	ADDL PRIMARY MEDICAL \$ 10,000 \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.
PRE: Owner, manager or lessor of the premises where you conduct practices or games

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

CERTIFICATE HOLDER

CANCELLATION

Lexington Fayette Urban County
Government
200 E. Main Street
Lexington KY, 40504

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

AUTHORIZED REPRESENTATIVE



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

FACILITY USAGE AGREEMENT

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

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

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

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 and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

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

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

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

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

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

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

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

Name/location of Field # 6:

2. Length of Contract: From **March 1, 2012** To **July 31, 2012**

Times (Daily Schedule) Field # 1

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 2

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

EXCEPTION(S)
 4 Shillito fields
 BGSG
 7U Tournament
 July 27, 28, 29
 Tball Tournament
 July 28, 29

Times (Daily Schedule) Field # 3

Monday	From_3:00pm_	To_11:00pm_
Tuesday	From_3:00pm_	To_11:00pm_
Wednesday	From_3:00pm_	To_11:00pm_
Thursday	From_3:00pm_	To_11:00pm_
Friday	From_3:00pm_	To_11:00pm_
Saturday	From_8:00am_	To_11:00pm_
Sunday	From_1:00pm_	To_11:00pm_

Times (Daily Schedule) Field # 4

Monday	From_3:00pm_	To_Dark_
Tuesday	From_3:00pm_	To_Dark_
Wednesday	From_3:00pm_	To_Dark_
Thursday	From_3:00pm_	To_Dark_
Friday	From_3:00pm_	To_Dark_
Saturday	From_8:00am_	To_Dark_
Sunday	From_1:00pm_	To_Dark_

Times (Daily Schedule) Field # 5

Monday	From_	To_
Tuesday	From_3:00pm_	To_Dark_
Wednesday	From_3:00pm_	To_Dark_
Thursday	From_3:00pm_	To_Dark_
Friday	From_	To_
Saturday	From_	To_
Sunday	From_	To_

Times (Daily Schedule) Field # 6

Monday	From_	To_
Tuesday	From_	To_
Wednesday	From_	To_
Thursday	From_	To_
Friday	From_	To_
Saturday	From_	To_
Sunday	From_	To_

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.

4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

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

individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.

11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

STEPHEN A. DAY

LEAGUE PRESIDENT (Print or Type Name)

3508 COPHES WAY

STREET ADDRESS

LEXINGTON KY 40503

COMMISSIONER, GENERAL SERVICES

CITY STATE

ZIP CODE

(859) 322-0817 (859) 333-4652

WORK PHONE HOME PHONE

DAYDAS3@INSIGHTBB.COM

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

2-21-12

DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		RPG-253255-00	12:01AM 02/17/2012	02/01/2013 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000 COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person)
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		RPG-253255-00	12:01AM 02/17/2012	02/01/2013 12:01 AM	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe above	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT		SPX-253256-00	12:01AM 02/17/2012	02/01/2013 12:01 AM	AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 401 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.
NOTE: Owner, manager or lessor of the premises where you conduct practices or games

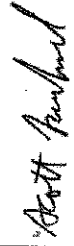
ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER

CANCELLATION

Lexington Fayette County Urban Court
Government
200 E. Main Street
Lexington KY, 40504

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

AUTHORIZED REPRESENTATIVE


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

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

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

GENERAL TERMS:

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

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

- 1. Name of League: **Southeastern Babe Ruth**
Name of Park(s): **Veterans Park**
Name/location of Field # 1: **Babe Ruth Game Field**
Name/location of Field # 2: **Babe Ruth Practice Field**
Name/location of Field # 3:
Name/location of Field # 4:
Name/location of Field # 5:
Name/location of Field # 6:

2. Length of Contract: From **March 1, 2012** To **July 31, 2012**

Times (Daily Schedule) Field # 1

Monday	From 3:00pm	To 11:00pm
Tuesday	From 3:00pm	To 11:00pm
Wednesday	From 3:00pm	To 11:00pm
Thursday	From 3:00pm	To 11:00pm
Friday	From 3:00pm	To 11:00pm
Saturday	From 8:00am	To 11:00pm
Sunday	From 1:00pm	To 11:00pm

Times (Daily Schedule) Field # 2

Monday	From 3:00pm	To Dark
Tuesday	From 3:00pm	To Dark
Wednesday	From 3:00pm	To Dark
Thursday	From 3:00pm	To Dark
Friday	From 3:00pm	To Dark
Saturday	From 8:00am	To Dark
Sunday	From 1:00pm	To Dark

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- 1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided as the **Division's budget would allow.**
- 2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
- 3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.

4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
 5. The Division of Parks and Recreation will perform the following maintenance services:
 - Provide bases, home plates, pitching plates, and base pegs
 - Clean complexes and parking lots: provide refuse collection and grounds pick-up
 - Clean and stock restrooms
 - Repair bleachers, fences, scoreboards, and irrigation systems
 - Provide trash cans and picnic tables
 - Drag practice fields
 - Mow outside complex (limited schedule)Franchise League will provide the following services:
 - Drag and mark game fields
 - Cut grass, edge, and trim within game fields
 - Provide marking dust and quick dry
 - Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

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

individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.


11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

Shawn Yeary
LEAGUE PRESIDENT (Print or Type Name)
5093 Magnolia Gardens Pl.
STREET ADDRESS
Lex KY 40515
CITY STATE ZIP CODE
859-509-2487
WORK PHONE HOME PHONE
Yeary4@insightbb.com
E-MAIL ADDRESS

LEAGUE PRESIDENT SIGNATURE
2-21-12
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER		CONTACT NAME: Cheryl Pettibone	
K&K Insurance Group, Inc 1742 Magnavox Way P.O. Box 2338 Fort Wayne		PHONE (A/C, No, Ext): 800-441-3994	FAX (A/C, No):
		E-MAIL ADDRESS: Cheryl.Pettibone@kendinsurance.com	
		PRODUCER CUSTOMER ID #:	NAIC #
INSURED		INSURER(S) AFFORDING COVERAGE	
SOUTHEASTERN BABE RUTH LEAGUE		Nationwide Life Insurance Co.	
P.O. Box 23915		Nationwide Mutual Insurance Co.	
Lexington, KY, 40523			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		RPG-253255-00	12:01AM 03/17/2012	02/01/2013 12:01 AM	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 PARTICIPANT LEGAL LIABILITY \$2,000,000 COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		RPG-253255-00	12:01AM 03/17/2012	02/01/2013 12:01 AM	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT		SPX-253256-00	12:01AM 03/17/2012	02/01/2013 12:01 AM	AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000

DESCRIPTION OF OPERATIONS / VEHICLES (Attach ACORN 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: Owner, manager or lessor of the premises where you conduct practices or games

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

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

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Southeastern Cal Ripken Baseball**
 Name of Park(s): **Veterans Park /Meadowbrook Park / River Hill Park**
 Name/location of Field # 1: **Bambino Field at Veterans Park**
 Name/location of Field # 2: **Bambino Field at Veterans Park**
 Name/location of Field # 3: **Bambino Field at Veterans Park**
 Name/location of Field # 4: **Bambino Field at Veterans Park**
 Name/location of Field # 5: **Meadowbrook Field**
 Name/location of Field # 6: **River Hill Park/Crosby Field (practice field only)**
 Name/location of Field # 7:

2. Length of Contract: From March 1, 2012 To July 31, 2012

Times (Daily Schedule) Field # 1

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 2

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 3

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 4

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 5

Monday	From 3:00pm_	To_Dark_
Tuesday	From _____	To _____
Wednesday	From _____	To _____
Thursday	From _____	To _____
Friday	From 3:00pm_	To_Dark_
Saturday	From 8:00am_	To_Dark_
Sunday	From 1:00pm_	To_Dark_

Times (Daily Schedule) Field # 6

**practice field only*

Monday	From 3:00pm_	To_Dark_
Tuesday	From 3:00pm_	To_Dark_
Wednesday	From 3:00pm_	To_Dark_
Thursday	From 3:00pm_	To_Dark_
Friday	From _____	To _____
Saturday	From _____	To _____
Sunday	From 1:00pm_	To_Dark_

EXCEPTION(S)
BGSG Softball Tournament July 7, 8, 9 Fields TBD
8U Tournament July 27, 28, 29 Fields TBD
10U Tournament August Date & Fields TBD by BGSG

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility.
 Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.

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

C. MISCELLANEOUS


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

10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
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

Eric Dawalt
LEAGUE PRESIDENT (Print or Type Name)
908 Woodglen Court
STREET ADDRESS
Lexington KY 41035
CITY STATE ZIP CODE
859-808-1089 859-245-5106
WORK PHONE HOME PHONE
edawalt@insightbb.com
E-MAIL ADDRESS

LEAGUE PRESIDENT SIGNATURE
2-29-12
DATE

DIRECTOR, DIVISION OF PARKS AND RECREATION

COMMISSIONER, GENERAL SERVICES

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		RPG-253255-00	12:01AM 02/26/2012	02/01/2013 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Eg occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000 COMBINED SINGLE LIMIT (Eg Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		RPG-253255-00	12:01AM 02/26/2012	02/01/2013 12:01 AM	EACH OCCURRENCE AGGREGATE WC STATUS-TORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		SPX-253256-00	12:01AM 02/26/2012	02/01/2013 12:01 AM	AD&D \$ 10,000 PRIMARY MEDICAL \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104 Artificially Remark Schedule if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.
NOTE: Owner, manager or lessor of the premises where you conduct practices or games

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

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

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
 - Any illegalities dealing with children/minors.
 - Any illegalities of a sexual nature.
 - Drug-related convictions within 2 years.
 - Drug Trafficking convictions within 5 years.
 - Any crimes of violence within 2 years.
 - Any pattern of alcohol-related convictions leading up to the present.All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.
2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. 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 / Garden Springs Park**
 Name/location of Field # 1: **Cardinal Run Field #3 (game use only--no practices)**
 Name/location of Field # 2: **Cardinal Run Field #4 (game use only--no practices)**
 Name/location of Field # 3: **Cardinal Run Field #2 (game use only--no practices)**
 (shared use per agreement with Western Little League)
 Name/location of Field # 4: **Garden Springs Teeball Field (practice field only- 2012 exceptions below)**
 Name/location of Field # 5: **Garden Springs Babe Ruth Field (practice field only)**

2. Length of Contract: From **March 1, 2012** To **July 31, 2012**

Times (Daily Schedule) Field # 1
GAMES ONLY—NO PRACTICES

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 3
GAMES ONLY—NO PRACTICES

available for shared use with Western Little League

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 2
GAMES ONLY—NO PRACTICES

Monday	From 3:00pm_	To 11:00pm_
Tuesday	From 3:00pm_	To 11:00pm_
Wednesday	From 3:00pm_	To 11:00pm_
Thursday	From 3:00pm_	To 11:00pm_
Friday	From 3:00pm_	To 11:00pm_
Saturday	From 8:00am_	To 11:00pm_
Sunday	From 1:00pm_	To 11:00pm_

Times (Daily Schedule) Field # 4
PRACTICE ONLY

Monday	From 3:00pm_	To Dark_
Tuesday	From 3:00pm_	To Dark_
Wednesday	From 3:00pm_	To Dark_
Thursday	From 3:00pm_	To Dark_
Friday	From 3:00pm_	To Dark_
*Saturday	From 9:00am_	To Dark_
*Saturday	From 3:00pm_	To Dark_

Also: **Saturday Game Days on dates specified...**

4/21, 5/05, 5/12, 5/19, 6/02	From 10:00am_	To 3:00pm_
Sunday	From 1:00pm_	To Dark_

Times (Daily Schedule) Field # 5
PRACTICE ONLY

Monday	From 3:00pm_	To Dark_
Tuesday	From 3:00pm_	To Dark_
Wednesday	From 3:00pm_	To Dark_
Thursday	From 3:00pm_	To Dark_
Friday	From 3:00pm_	To Dark_
*Saturday	From 3:00pm_	To Dark_
*Saturday	From _____	To _____
Sunday	From _____	To _____

* March 1-April 8, 2012
 * April 9-July 31, 2012

<p>EXCEPTION(S) CR Fields 2 & 5 Middle School State Tournament May 11, 12, 13 NSA Tournament June 16, 17 BGSB Tournament July 7, 8, 9 NSA Tournament July 28, 29</p>
--

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

C. MISCELLANEOUS

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

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league activities at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

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

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

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

COMMISSIONER, GENERAL SERVICES

James R Wright
LEAGUE PRESIDENT (Print or Type Name)
3836 Merriwell Way
STREET ADDRESS
Lex KY 40514
CITY STATE ZIP CODE
859 297-7225 859 -297-7225
WORK PHONE HOME PHONE
Southwestpony@yahoo.com
E-MAIL ADDRESS
James R Wright
LEAGUE PRESIDENT SIGNATURE
2/21/12
DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2012

(408) 414-8100

PRODUCER
Gagliardi Insurance Services, Inc.
284 Digital Drive
Morgan Hill, CA 95037

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED	INSURER A: New York Marine & General Insurance Cor	NAIC #
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	

Southwest Pony League
2620 SW Loop 410
San Antonio, TX 78227

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 LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-VECT <input type="checkbox"/> LOC	PK201200000419	3/25/2012	3/25/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ -0- PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Participant Legal Liab \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PK201200000419	3/25/2012	3/25/2013	COMBINED SINGLE LIMIT \$ 1,000,000 (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
B		OTHER Youth BB Medical \$50 Ded	9907-0913	3/25/2012	3/25/2013	AD&D/Dental 10,000/3,000 Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS INCLUDED AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NEGLIGENCE OF THE NAMED INSURED. ALL POLICY TERMS AND CONDITIONS AVAILABLE UPON REQUEST.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

James E. Gagliardi

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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. 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.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Western Little League**
 Name of Park(s): **Cardinal Run Park / Wolf Run Park**
 Name/location of Field # 1: **Cardinal Run Field #1 (game use only--no practices)**
 Name/location of Field # 2: **Cardinal Run Field #5 (game use only--no practices)**
 Name/location of Field # 3: **Cardinal Run Field #2 (game use only--no practices)**
 (shared use per agreement with Southwest Pony Baseball League)
 Name/location of Field # 4: **Wolf Run Major League Field**
 Name/location of Field # 5: **Wolf Run Minor League Field**
 Name/location of Field # 6: **Wolf Run T-Ball Field**

2. Length of Contract: From **March 1, 2012** To **July 31, 2012**

Times (Daily Schedule) Field # 1
GAMES ONLY—NO PRACTICES

	From	To	Day	From	To	Day
Monday	From_3:00pm_	To_11:00pm_	Monday	From_3:00pm_	To_11:00pm_	Monday
Tuesday	From_3:00pm_	To_11:00pm_	Tuesday	From_3:00pm_	To_11:00pm_	Tuesday
Wednesday	From_3:00pm_	To_11:00pm_	Wednesday	From_3:00pm_	To_11:00pm_	Wednesday
Thursday	From_3:00pm_	To_11:00pm_	Thursday	From_3:00pm_	To_11:00pm_	Thursday
Friday	From_3:00pm_	To_11:00pm_	Friday	From_3:00pm_	To_11:00pm_	Friday
Saturday	From_8:00am_	To_11:00pm_	Saturday	From_8:00am_	To_11:00pm_	Saturday
Sunday	From_1:00pm_	To_11:00pm_	Sunday	From_1:00pm_	To_11:00pm_	Sunday

Times (Daily Schedule) Field # 2
GAMES ONLY—NO PRACTICES

	From	To	Day	From	To	Day
Monday	From_3:00pm_	To_11:00pm_	Monday	From_3:00pm_	To_11:00pm_	Monday
Tuesday	From_3:00pm_	To_11:00pm_	Tuesday	From_3:00pm_	To_11:00pm_	Tuesday
Wednesday	From_3:00pm_	To_11:00pm_	Wednesday	From_3:00pm_	To_11:00pm_	Wednesday
Thursday	From_3:00pm_	To_11:00pm_	Thursday	From_3:00pm_	To_11:00pm_	Thursday
Friday	From_3:00pm_	To_11:00pm_	Friday	From_3:00pm_	To_11:00pm_	Friday
Saturday	From_8:00am_	To_11:00pm_	Saturday	From_8:00am_	To_11:00pm_	Saturday
Sunday	From_1:00pm_	To_11:00pm_	Sunday	From_1:00pm_	To_11:00pm_	Sunday

Times (Daily Schedule) Field # 3
GAMES ONLY—NO PRACTICES

available for shared use with Southwest Pony Baseball League

	From	To	Day	From	To	Day
Monday	From_3:00pm_	To_11:00pm_	Monday	From_3:00pm_	To_Dark_	Monday
Tuesday	From_3:00pm_	To_11:00pm_	Tuesday	From_3:00pm_	To_Dark_	Tuesday
Wednesday	From_3:00pm_	To_11:00pm_	Wednesday	From_3:00pm_	To_Dark_	Wednesday
Thursday	From_3:00pm_	To_11:00pm_	Thursday	From_3:00pm_	To_Dark_	Thursday
Friday	From_3:00pm_	To_11:00pm_	Friday	From_3:00pm_	To_Dark_	Friday
Saturday	From_8:00am_	To_11:00pm_	Saturday	From_8:00am_	To_Dark_	Saturday
Sunday	From_1:00pm_	To_11:00pm_	Sunday	From_1:00pm_	To_Dark_	Sunday

Times (Daily Schedule) Field # 4

	From	To	Day	From	To	Day
Monday	From_3:00pm_	To_Dark_	Monday	From_3:00pm_	To_Dark_	Monday
Tuesday	From_3:00pm_	To_Dark_	Tuesday	From_3:00pm_	To_Dark_	Tuesday
Wednesday	From_3:00pm_	To_Dark_	Wednesday	From_3:00pm_	To_Dark_	Wednesday
Thursday	From_3:00pm_	To_Dark_	Thursday	From_3:00pm_	To_Dark_	Thursday
Friday	From_3:00pm_	To_Dark_	Friday	From_3:00pm_	To_Dark_	Friday
Saturday	From_8:00am_	To_Dark_	Saturday	From_8:00am_	To_Dark_	Saturday
Sunday	From_1:00pm_	To_Dark_	Sunday	From_1:00pm_	To_Dark_	Sunday

Times (Daily Schedule) Field # 5

	From	To	Day	From	To	Day
Monday	From_3:00pm_	To_Dark_	Monday	From_3:00pm_	To_Dark_	Monday
Tuesday	From_3:00pm_	To_Dark_	Tuesday	From_3:00pm_	To_Dark_	Tuesday
Wednesday	From_3:00pm_	To_Dark_	Wednesday	From_3:00pm_	To_Dark_	Wednesday
Thursday	From_3:00pm_	To_Dark_	Thursday	From_3:00pm_	To_Dark_	Thursday
Friday	From_3:00pm_	To_Dark_	Friday	From_3:00pm_	To_Dark_	Friday
Saturday	From_8:00am_	To_Dark_	Saturday	From_8:00am_	To_Dark_	Saturday
Sunday	From_1:00pm_	To_Dark_	Sunday	From_1:00pm_	To_Dark_	Sunday

Times (Daily Schedule) Field # 6

	From	To	Day	From	To	Day
Monday	From_3:00pm_	To_Dark_	Monday	From_3:00pm_	To_Dark_	Monday
Tuesday	From_3:00pm_	To_Dark_	Tuesday	From_3:00pm_	To_Dark_	Tuesday
Wednesday	From_3:00pm_	To_Dark_	Wednesday	From_3:00pm_	To_Dark_	Wednesday
Thursday	From_3:00pm_	To_Dark_	Thursday	From_3:00pm_	To_Dark_	Thursday
Friday	From_3:00pm_	To_Dark_	Friday	From_3:00pm_	To_Dark_	Friday
Saturday	From_8:00am_	To_Dark_	Saturday	From_8:00am_	To_Dark_	Saturday
Sunday	From_1:00pm_	To_Dark_	Sunday	From_1:00pm_	To_Dark_	Sunday

EXCEPTION(S)
CR Field 2
Middle School State Tournament May 11, 12, 13
CR Fields 2 & 5
NSA Tournament June 16, 17
BGSG Tournament July 7, 8, 9
NSA Tournament July 28, 29

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

C. MISCELLANEOUS

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

9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. **The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted is as soon as filed, but no later than April 15 of the tax year covering the season.**
13. The League must furnish equity information to include, but not limited to, the following: scholarship information and participation by race.
14. 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.
15. 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.
16. 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.
17. The League must distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.

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

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

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

D. SIGNATURES

DIRECTOR, DIVISION OF PARKS AND RECREATION

COMMISSIONER, GENERAL SERVICES

Jeff Nash

LEAGUE PRESIDENT (Print or Type Name)

1209 Sebring Ln.

STREET ADDRESS

Lexington KY 40513

CITY STATE ZIP CODE

859-221-7822

WORK PHONE

HOME PHONE

jeff1nash@yahoo.com

E-MAIL ADDRESS

Jeff Nash

LEAGUE PRESIDENT SIGNATURE

Jeff Nash

DATE

MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST

CERTIFICATE OF LIABILITY INSURANCE

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

DATE **3/23/12**

CERTIFICATE # **3170320-2**

1 17 03

ADDITIONAL NAMED INSURED:

WESTERN LL
JEFF NASH
 1209 SEBRING LN
 LEXINGTON KY 40513

INSURERS AFFORDING COVERAGE:

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

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
					EACH OCCURRENCE	GENERAL AGGREGATE
A X	GENERAL LIABILITY	9472464	1/20/2012	1/01/2013	\$1,000,000	\$2,000,000
X	INCL. PARTICIPANTS	Property Damage Deductible: \$250				
X	SEXUAL ABUSE				\$1,000,000	\$2,000,000
	MEDICAL PAYMENTS				ANY ONE PERSON	
A X	DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	\$1,000,000	\$1,000,000
A X	CRIME COVERAGE	010008411	1/01/2012	1/01/2013	EACH LOSS	\$35,000
		Crime Deductible: \$250 Property/\$1,000 Money				
B X	SPORTS EXCESS ACCIDENT	SR09105434	1/01/2012	1/01/2013	AGGREGATE	NONE
					As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

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

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

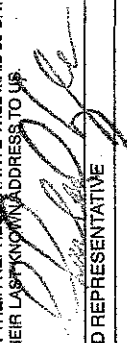
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

INSURED

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

CANCELLATION

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


 AUTHORIZED REPRESENTATIVE