

R-202-2014

Contract # 54-2014

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

#### FACILITY USAGE AGREEMENT

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

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

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

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

#### GENERAL TERMS:

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

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

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

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

A. FACILITY:

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

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

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

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

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

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

Name/location of Field # 5: **Southland Park Small Field**

Name/location of Field # 6:

2. Length of Contract: From March 1, 2014 To July 31, 2014

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 8:00am-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.

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 # 5

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 6

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

**EXCEPTION(S)**

**Ecton Park**  
Big Band & Jazz  
Concerts  
TBD

**Kirklevington Park**  
Spangler Rd Field  
& Redding Rd Field  
March 1 – April 6  
Mon –Fri 3:00p-Dark  
Saturday 8:00a-Dark  
Sunday 1:00p-Dark

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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.
2. 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.
3. 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.**
4. 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.
5. 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.
6. 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 as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.

19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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

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

D. SIGNATURES

Evelyn Bologna (Acting)  
DIRECTOR, DIVISION OF PARKS AND RECREATION

[Signature]  
COMMISSIONER, GENERAL SERVICES

Mindy Woodall  
LEAGUE PRESIDENT (Print or Type Name)  
3121 Warrenwood Wynd  
STREET ADDRESS  
Lexington Ky 40502  
CITY STATE ZIP CODE  
cell - 602-7230 296-9663  
WORK PHONE HOME PHONE  
mwoodall@insightbb.com  
E-MAIL ADDRESS  
Mindy Woodall  
LEAGUE PRESIDENT SIGNATURE  
2/19/2014  
DATE

[Signature]  
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

4/25/14  
DATE

[Signature]  
ATTEST, Deputy Council Clerk

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE <b>2/10/14</b>
<b>Keystone Risk Managers, LLC</b> <b>1995 Point Township Drive</b> <b>Northumberland, PA 17867</b>		CERTIFICATE # <b>3170307-1</b>
		<b>1 17 03</b>
		<b>INSURERS AFFORDING COVERAGE:</b>
ADDITIONAL NAMED INSURED:  <b>LEXINGTON EASTERN NATIONAL LL</b> <b>MINDY WOODALL</b> <b>3121 WARRENWOOD WYND</b>  <b>LEXINGTON KY 40502</b>		INSURER A: <b>LEXINGTON INSURANCE COMPA</b>
		INSURER B: <b>NATIONAL UNION FIRE INSURAN</b> (Non-Liability) <b>COMPANY OF PITTSBURGH, PA</b>
		INSURER C: <b>CHARTIS SPECIALTY</b> <b>INSURANCE COMPANY</b>

### 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.

POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY TPAID CLAIMS.									
INSR TR	ADD'L INSPD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS			
A	X	GENERAL LIABILITY		011225803	2/07/2014	1/01/2015	EACH OCCURRENCE	\$1,000,000	
		X OCCURRENCE	GENERAL AGGREGATE				\$2,000,000		
		X INCL. PARTICIPANTS	Property Damage Deductible: \$250				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000	
		X SEXUAL ABUSE	SEXUAL ABUSE OCCURRENCE				\$1,000,000		
			SEXUAL ABUSE AGGREGATE				\$2,000,000		
		MEDICAL PAYMENTS				ANY ONE PERSON			
A	X	DIRECTORS & OFFICERS	15819360	1/01/2014	1/01/2015	EACH LOSS	\$1,000,000		
						AGGREGATE	\$1,000,000		
A	X	CRIME COVERAGE	011408711	1/01/2014	1/01/2015	EACH LOSS	\$35,000		
			Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE		
B	X	SPORTS EXCESS ACCIDENT	SR09105434	1/01/2014	1/01/2015	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess		

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

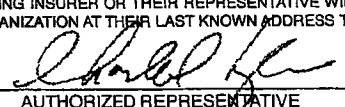
#### ADDITIONAL INSURED

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 unit performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

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

<b>INSURED</b>  <b>Little League Baseball Risk Purchasing Group, Inc.</b>  <b>539 U.S. RT. 15 HIGHWAY</b>  <b>South Williamsport, PA 17702</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE 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.  <div style="text-align: center;">   <b>AUTHORIZED REPRESENTATIVE</b> </div>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

200 East Main Street, Lexington, KY 40507

POLICY CLARIFICATION: INSURANCE IS PRIMARY PER CG0001 12 07

BLANKET—AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL INSURED(S) LISTED ON CERTIFICATE OF LIABILITY INSURANCE

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

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

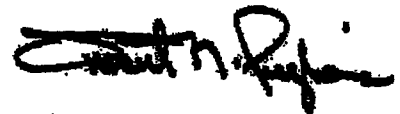
- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**ENDORSEMENT # 4**

**THIS ENDORSEMENT EFFECTIVE: 01/01/14 AT 12:01 AM  
FORMS A PART OF POLICY NO.: 011225803  
ISSUED TO: LITTLE LEAGUE BASEBALL RISK PURCHASING GROUP, INCORPORATED  
BY: LEXINGTON INSURANCE COMPANY**

**IN CONSIDERATION OF THE PREMIUM CHARGED AT INCEPTION, IT IS HEREBY  
AGREED AND UNDERSTOOD THAT FORM 72984 4/99 "ADDITIONAL INSURED" IS  
AMENDED PER ATTACHED.**

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN  
UNCHANGED.**



\_\_\_\_\_  
Authorized Representative or Countersignature



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

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

**A. FACILITY:**

1. Name of League: **Lexington Fast Pitch League**

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

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

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

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **March 1, 2014** To **July 31, 2014**

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

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	_____

**EXCEPTION(S)**

**Fields 1 & 2**  
Middle School State  
Tournament  
May 10-11

**Fields 1 & 2**  
NSA Fast Pitch State  
Tournament  
July 4-6

**BGSG Tournament**  
July 11-13  
Constitution Fields

**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. Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.

2. 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.
3. 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.**
4. 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.
5. 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.
6. 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 as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.

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

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

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

D. SIGNATURES

Evelyn Bolag (acting)  
DIRECTOR, DIVISION OF PARKS AND RECREATION

[Signature]  
COMMISSIONER, GENERAL SERVICES

Julia Dawn Farris  
LEAGUE PRESIDENT (Print or Type Name)  
468 Rookwood PKWY  
STREET ADDRESS  
Lex. KY 40508  
CITY STATE ZIP CODE  
- 859-489-8539  
WORK PHONE HOME PHONE  
dawn.farris@windstream.net  
E-MAIL ADDRESS  
[Signature]  
LEAGUE PRESIDENT SIGNATURE  
2-24-14  
DATE

[Signature]  
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

4/25/14  
DATE

[Signature]  
ATTEST  
Deputy Council Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2014

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).

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

**COVERAGES**

CERTIFICATE NUMBER: CL1422054368

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	66324699	01/01/2014	01/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 3,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COM/OP AGG \$ 3,000,000
						PARTICIPANT LEGAL LIAB \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>					
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			WC STATUTORY LIMITS \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTH-ER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
B	<b>Excess Accident Medical</b>		SRPO-50299-214	01/01/2014	01/01/2015	E.L. DISEASE - POLICY LIMIT \$
						\$250 Deductible 100,000

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

Effective: 02/19/14-01/01/15

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

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b>  Fayette County Public Schools 701 E Main Street Lexington, KY 40502	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Terri Tomasik/HAM
--	--

ACORD 25 (2010/05)

INS025 (201005) 01

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2014

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

**COVERAGES**

CERTIFICATE NUMBER: CL1422054366

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		66324699	01/01/2014	01/01/2015	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 PARTICIPANT LEGAL LIAB \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Excess Accident Medical</b>		SRPO-50299-214	01/01/2014	01/01/2015	\$250 Deductible 100,000

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

Coverage is in effect during the practice and play of amateur softball. The certificate holder is an additional insured under the NSA policies listed above.

Coverage for this team is effective: 02/19/14-01/01/15

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

**CERTIFICATE HOLDER****CANCELLATION**

NSA Sanction Numbers: 2014KYSR0069 thru 2014KYSR0081 Lexington Fast Pitch Softball 1213 Iron Lace Ct Lexington, KY 40509	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/HAM

ACORD 25 (2010/05)

INS025 (201005) 01

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2014

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<b>PRODUCER</b> Westpoint Insurance Group, Ltd. 5920 W. 111th St  Chicago Ridge IL 60415	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (800) 318-7709 <b>FAX (A/C, No):</b> (708) 636-3915 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b>  National Softball Association P.O. Box 7 Nicholasville KY 40340	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Lexington Insurance Co.</td><td></td></tr><tr><td>INSURER B Axis Global</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Lexington Insurance Co.		INSURER B Axis Global		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: CL1422054368

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	66324699	01/01/2014	01/01/2015	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 3,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COM/POP AGG \$ 3,000,000
						PARTICIPANT LEGAL LIAB \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b>					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Excess Accident Medical		SRPO-50299-214	01/01/2014	01/01/2015	\$250 Deductible 100,000

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

Effective: 02/19/14-01/01/15

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

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

**CERTIFICATE HOLDER****CANCELLATION**

Lexington Fayette Uban Government  
200 E Main Street  
Lexington, KY 40507

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/HAM



R-202-2014

Contract #54-2014  
Lexington-Fayette Urban County Government  
Division of Parks and Recreation  
469 Parkway Drive  
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

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

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

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

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

GENERAL TERMS:

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

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

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

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

**A. FACILITY:**

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

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

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

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

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

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

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

Name/location of Field # 6:

2. Length of Contract: From **March 1, 2014** To **July 31, 2014**

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

Monday	From	_____	To	_____
Tuesday	From	_____	To	_____
Wednesday	From	<b>3:00PM</b>	To	<b>Dark</b>
Thursday	From	_____	To	_____
Friday	From	<b>3:00PM</b>	To	<b>Dark</b>
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)**

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. Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.

2. 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.
3. 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.**
4. 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.
5. 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.
6. 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.
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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.
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14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
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16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
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19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.

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

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

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

D. SIGNATURES

Evelyn Bologna (Acting)  
DIRECTOR, DIVISION OF PARKS AND RECREATION

[Signature]  
COMMISSIONER, GENERAL SERVICES

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  
billyhobbs1975@gmail.com  
E-MAIL ADDRESS  
[Signature]  
LEAGUE PRESIDENT SIGNATURE  
2/24/14  
DATE

[Signature]  
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

4/25/14  
DATE

[Signature]  
ATTEST Deputy Council Clerk

**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
3/4/2014

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).

<b>PRODUCER</b>  K&K Insurance Group, Inc 1712 Magnavox Way P.O. Box 2338 Fort Wayne, IN 46801	<b>CONTACT NAME:</b> Cheryl Pettibone	
	<b>PHONE (A/C, No. Ext):</b> 800-441-3994	<b>FAX (A/C, No):</b>
<b>INSURED</b>  NORTHERN CAL RIPKEN LEAGUE PO Box 55491 Lexington, KY, 40555	<b>E-MAIL ADDRESS:</b> Cheryl.Pettibone@kandkinsurance.com	
	<b>PRODUCER CUSTOMER ID #:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Nationwide Life Insurance Co.	
	<b>INSURER B:</b> Nationwide Mutual Insurance Co.	
<b>INSURER C:</b>		
<b>INSURER D:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<b>GENERAL LIABILITY</b>	X		RPG-260761-00	02/28/2014 12:01AM	02/01/2015 12:01 AM	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS-COMP/OP AGG	\$2,000,000
							PARTICIPANT LEGAL LIABILITY	\$2,000,000
B	<b>AUTOMOBILE LIABILITY</b>			RPG-260761-00	02/28/2014 12:01AM	02/01/2015 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO	BODILY INJURY (Per person)						
	<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident)						
	<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)						
	<input checked="" type="checkbox"/> HIRED AUTOS							
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	<b>DEDUCTIBLE</b>							
	<b>RETENTION</b>							
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				<input type="checkbox"/> IWC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	<b>PARTICIPANT ACCIDENT</b>			SPP-260762-00	02/28/2014 12:01AM	02/01/2015 12:01 AM	AD&D PRIMARY MEDICAL	\$ 10,000 \$ 250,000

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

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

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

**SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE****CERTIFICATE HOLDER****CANCELLATION**LFUCG  
200 East Main Street  
Lexington, KY 40507

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

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

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

**A. FACILITY:**

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

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

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

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

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

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From March 1, 2014 To July 31, 2014

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

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Tuesday	From	3:00PM	To	11:00PM
Wednesday	From	3:00PM	To	11:00PM
Thursday	From	3:00PM	To	11:00PM
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Monday	From	3:00PM	To	11:00PM
Tuesday	From	3:00PM	To	11:00PM
Wednesday	From	3:00PM	To	11:00PM
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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	_____
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**EXCEPTION(S)**

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

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

Evelyn Bologna (acting)  
DIRECTOR, DIVISION OF PARKS AND RECREATION

Triff Ruff  
COMMISSIONER, GENERAL SERVICES

Jim Gray  
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
4/25/14  
DATE

Mark M. Allen, Deputy Council Clerk  
ATTEST

Joe Bauer  
LEAGUE PRESIDENT (Print or Type Name)  
1388 Copper Creek Dr  
STREET ADDRESS  
Lexington Ky 40514  
CITY STATE ZIP CODE  
(859) 422-3880 (859) 422-4567  
WORK PHONE HOME PHONE  
JBauer@BBANDT.COM  
E-MAIL ADDRESS  
Joe Bauer  
LEAGUE PRESIDENT SIGNATURE  
2/26/14  
DATE

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
2/24/2014

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).

<b>PRODUCER</b> K&K Insurance Group, Inc 1712 Magnavox Way P.O. Box 2338 Fort Wayne, IN 46801		<b>CONTACT NAME:</b> Cheryl Pettibone <b>PHONE (A/C, No. Ext):</b> 800-441-3994 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Cheryl.Pettibone@kandkinsurance.com <b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> SOUTH LEXINGTON BABE RUTH LEAGUE PO Box 23846 Lexington, KY, 40523		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nationwide Life Insurance Co. <b>INSURER B:</b> Nationwide Mutual Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b>	

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

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

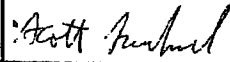
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			RPG-260761-00	02/21/2014 12:01 AM	02/01/2016 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/PROP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <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-260761-00	02/21/2014 12:01 AM	02/01/2016 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DEDUCTIBLE</b> <b>RETENTION</b>						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y/N ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	<b>PARTICIPANT ACCIDENT</b>			SPP-260762-00	02/21/2014 12:01 AM	02/01/2016 12:01 AM	AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000

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

ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>LFUCG</b> <b>200 EAST MAIN STREET</b> <b>LEXINGTON, KY 40507</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

12-202-2014

Contract # 54-2014

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

#### FACILITY USAGE AGREEMENT

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

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

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

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

#### GENERAL TERMS:

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

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

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

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

A. FACILITY:

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

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

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

Name/location of Field # 2: **Southeastern Babe Ruth Lincoln Field**

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

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

2. Length of Contract: From March 1, 2014 To July 31, 2014

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 _____

**EXCEPTION(S)**

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. Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.

2. 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.
3. 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.**
4. 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.
5. 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.
6. 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 as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darlene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.



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

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

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

D. SIGNATURES

Evelyn Bobyna (Acting)  
DIRECTOR, DIVISION OF PARKS AND RECREATION

[Signature]  
COMMISSIONER, GENERAL SERVICES

[Signature]  
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

4/25/14  
DATE

[Signature]  
ATTEST  
Deputy Council Clerk

Jason Berge  
LEAGUE PRESIDENT (Print or Type Name)  
720 Rose Hurst Way  
STREET ADDRESS  
Lexington KY 40515  
CITY STATE ZIP CODE  
859 361 1228  
WORK PHONE HOME PHONE  
berge.jason@gmail.com  
E-MAIL ADDRESS  
[Signature]  
LEAGUE PRESIDENT SIGNATURE  
2/19/2014  
DATE

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

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<b>PRODUCER</b> <b>K&amp;K Insurance Group, Inc</b> <b>1712 Magnavox Way</b> <b>P.O. Box 2338</b> <b>Fort Wayne, IN 46801</b>	<b>CONTACT NAME:</b> Cheryl Pettibone <b>PHONE (A/C, No. Ext):</b> 800-441-3994 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Cheryl.Pettibone@kandkinsurance.com <b>PRODUCER CUSTOMER ID #:</b>										
<b>INSURED</b> <b>SOUTHEASTERN BABE RUTH LEAGUE</b> <b>PO Box 23915</b> <b>Lexington, KY, 40523</b>	<table border="1"> <tr> <td><b>INSURER(S) AFFORDING COVERAGE</b></td> <td><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Nationwide Life Insurance Co.</td> <td></td> </tr> <tr> <td><b>INSURER B:</b> Nationwide Mutual Insurance Co.</td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Nationwide Life Insurance Co.		<b>INSURER B:</b> Nationwide Mutual Insurance Co.		<b>INSURER C:</b>		<b>INSURER D:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>										
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<b>INSURER B:</b> Nationwide Mutual Insurance Co.											
<b>INSURER C:</b>											
<b>INSURER D:</b>											

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>			RPG-260761-00	03/04/2014 12:01AM	02/01/2015 12:01 AM	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$5,000,000
B	<b>AUTOMOBILE LIABILITY</b>			RPG-260761-00	03/04/2014 12:01AM	02/01/2015 12:01 AM	PRODUCTS-COMP/OP AGG \$2,000,000
	<input type="checkbox"/> ANY AUTO						PARTICIPANT LEGAL LIABILITY \$2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE					
	<input type="checkbox"/> RETENTION						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/> Y <input type="checkbox"/> N					OTHER
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
A	<b>PARTICIPANT ACCIDENT</b>			SPP-260762-00	03/04/2014 12:01AM	02/01/2015 12:01 AM	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)

**ADDITIONAL INSURED:** ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

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

## CERTIFICATE HOLDER

## CANCELLATION

<b>Evidence of Coverage</b> Lexington Fayette Urban County Government 200 East Main St Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

K-202-2014

Contract #: 54-2014  
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 of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

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

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

**A. FACILITY:**

1. Name of League: **South Lexington 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, 2014 To July 31, 2014

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

**EXCEPTION(S)**

4 Shillito Fields

BGSG

T-Ball Tournament

July 18-20

7U Tournament

July 18-20

12U Tournament

August 2-3

Shillito 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. Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.

2. 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.
3. 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.**
4. 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.
5. 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.
6. 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 as soon as filed, but no later than April 15 of the tax year covering the season.**
13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing **written statements** from all individuals involved in the incident, as well of statements from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events.
17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.

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

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

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

D. SIGNATURES

Evelyn Bologna (acting)  
DIRECTOR, DIVISION OF PARKS AND RECREATION

Loffrey  
COMMISSIONER, GENERAL SERVICES

STEPHEN A. DAY

LEAGUE PRESIDENT (Print or Type Name)

3508 CEPHUS WAY

STREET ADDRESS

LEXINGTON KY 40503

CITY

STATE

ZIP CODE

859 322-0817

859 333-4652

WORK PHONE

HOME PHONE

SOUTHLEXINGTON BASEBALL @GMAIL.CO

E-MAIL ADDRESS

[Signature]  
LEAGUE PRESIDENT SIGNATURE

2-20-14  
DATE

[Signature]  
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

4/25/14  
DATE

Martha Mollen  
ATTEST

Deputy Council Clerk

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

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

<b>PRODUCER</b> <b>K&amp;K Insurance Group, Inc</b> <b>1712 Magnavox Way</b> <b>P.O. Box 2338</b> <b>Fort Wayne, IN 46801</b>		<b>CONTACT NAME:</b> Cheryl Pettibone <b>PHONE (A/C, No. Ext):</b> 800-441-3994 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Cheryl.Pettibone@kandkinsurance.com <b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> <b>SOUTH LEXINGTON YOUTH CAL RIPKEN LEAGUE</b> <b>PO Box 24236</b> <b>Lexington, KY, 40524</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nationwide Life Insurance Co. <b>INSURER B:</b> Nationwide Mutual Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b>	
		<b>NAIC #</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>	X		RPG-260761-00	02/01/2014 12:01AM	02/01/2015 12:01 AM	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$5,000,000
B	<b>AUTOMOBILE LIABILITY</b>			RPG-260761-00	02/01/2014 12:01AM	02/01/2015 12:01 AM	PRODUCTS-COMP/OP AGG \$1,000,000
	<input type="checkbox"/> ANY AUTO						PARTICIPANT LEGAL LIABILITY \$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> DEDUCTIBLE						
	<input type="checkbox"/> RETENTION						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y / N <input type="checkbox"/>	N / A				WC STATUTORY LIMITS OTHER
	ANY PROPRIETORSHIP/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
A	<b>PARTICIPANT ACCIDENT</b>			SPP-260762-00	02/01/2014 12:01AM	02/01/2015 12:01 AM	AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000

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

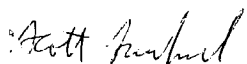
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

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

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

## CERTIFICATE HOLDER

## CANCELLATION

LFUCG 200 East Main Street Lexington, KY 40507	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 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.
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  - Drug-related convictions within 2 years.
  - Drug Trafficking convictions within 5 years.
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2. Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
3. The facility agreement only provides usage of the park facility at the time and location designated herein.

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

**A. FACILITY:**

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

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

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

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

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

**(shared use per agreement with Southwest Lexington 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, 2014** To **July 31, 2014**

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
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Saturday	From	8:00AM	To	11:00PM
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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
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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
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Times (Daily Schedule) Field # 5

Monday	From	3:00PM	To	Dark
Tuesday	From	3:00PM	To	Dark
Wednesday	From	3:00PM	To	Dark
Thursday	From	3:00PM	To	Dark
Friday	From	3:00PM	To	Dark
Saturday	From	8:00AM	To	Dark
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Times (Daily Schedule) Field # 6

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

**EXCEPTION(S)**

**CR Fields 1-5**

Little League

Tournament

June 28 – July 12

BGSG Tournament at

Cardinal Run Park

10u Tournament

August 2-3

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

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

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

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

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

D. SIGNATURES

Evelyn Bologna (acting)  
DIRECTOR, DIVISION OF PARKS AND RECREATION

[Signature]  
COMMISSIONER, GENERAL SERVICES

Robert G. Gordon  
LEAGUE PRESIDENT (Print or Type Name)  
2820 Ashbrook Drive  
STREET ADDRESS  
Lexington KY 40513  
CITY STATE ZIP CODE  
615-349-6978  
WORK PHONE HOME PHONE  
President @ WLLBB.com  
E-MAIL ADDRESS  
[Signature]  
LEAGUE PRESIDENT SIGNATURE  
2/25/14  
DATE

[Signature]  
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

4/25/14  
DATE

[Signature]  
ATTEST  
Marta Maller, Deputy Council Clerk

# CERTIFICATE OF LIABILITY INSURANCE

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

DATE

CERTIFICATE #

EDITION: ED INSURED

WESTERN LL  
SERIALD GORDON  
7000 ASHBROOK LN

LEXINGTON

KY 40513

## INSURERS AFFORDING COVERAGE:

INSURER A: LEXINGTON INSURANCE COMPAN

INSURER B: NATIONAL UNION FIRE INSURANC  
(Non-Liability) 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.

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS
	GENERAL LIABILITY				
X	OCCURRENCE	011225803	2/04/2014	1/01/2015	EACH OCCURRENCE \$1,000,000
X	INCL. PARTICIPANTS	Property Damage Deductible: \$250			GENERAL AGGREGATE \$1,000,000
X	SEXUAL ABUSE				PRODUCTS/COMP OPS AGGREGATE \$1,000,000
	MEDICAL PAYMENTS				SEXUAL ABUSE OCCURRENCE \$1,000,000
					SEXUAL ABUSE AGGREGATE \$1,000,000
	DIRECTORS & OFFICERS	15012360	1/01/2014	1/01/2015	ANY ONE PERSON EACH LOSS \$1,000,000
					AGGREGATE \$1,000,000
	CRIME COVERAGE				EACH LOSS \$35,000
		Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE NONE
	SPORTS EXCESS ACCIDENT	SRG9105404	1/01/2014	1/01/2015	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:

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

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

INSURED

Little League Baseball Risk Purchasing Group, Inc.

139 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

POLICY NUMBER: 011225803

COMMERCIAL GENERAL LIABILITY  
CO 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization

**Lexington Fayette Urban County Government**

**200 East Main street Lexington KY 40507**

BLANKET—AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL INSURED(S) LISTED ON CERTIFICATE OF LIABILITY INSURANCE

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

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

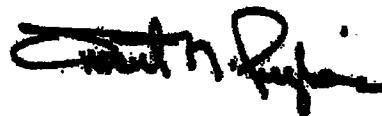
- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**ENDORSEMENT # 4**

**THIS ENDORSEMENT EFFECTIVE: 01/01/14 AT 12:01 AM  
FORMS A PART OF POLICY NO.: 011225803  
ISSUED TO: LITTLE LEAGUE BASEBALL RISK PURCHASING GROUP,  
INCORPORATED  
BY: LEXINGTON INSURANCE COMPANY**

**IN CONSIDERATION OF THE PREMIUM CHARGED AT INCEPTION, IT IS HEREBY  
AGREED AND UNDERSTOOD THAT FORM 72984 4/99 "ADDITIONAL INSURED" IS  
AMENDED PER ATTACHED.**

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN  
UNCHANGED.**



Authorized Representative or Countersignature \_\_\_\_\_