

**Memorandum of Understanding
Between
LFUCG Division of Parks and Recreation (LFUCG)
And
Bluegrass Disc Golf Association (BGDG)**

Lexington Fayette Urban County Parks and Recreation Division recognize partners that collaborate in providing recreational opportunities for the benefit of Lexington - Fayette citizens. This letter of understanding serves to describe the expectations and responsibilities of LFUCG Parks and Recreation Division and the Bluegrass Disc Golf Association. This agreement shall be mutually agreed upon by both parties.

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- It is understood and agreed by the parties that BGDG hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of BGDG or its board, volunteers, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this MOU.
- The term of this agreement shall be for 5 years from the ratification of the agreement with 2 additional years of optional renewal.
- BGDG shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of BGDG; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- In the event LFUCG is alleged to be liable based upon the above, BGDG shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- BGDG will provide a certificate of insurance naming Lexington-Fayette Urban County Government as an additional insured for each BGDG sponsored event held. The limits will be \$1,000,000 per occurrence and \$2,000,000 aggregate under their General Liability Policy. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

BGDG RESPONSIBILITIES

- The Bluegrass Disc Golf Association is a non-profit organization with open membership, bylaws, and open election of officers for the expressed purpose of promoting disc golf in central Kentucky and encouraging more players to get involved in organized disc golf by developing and maintaining disc golf courses that are appropriate for developing skilled players
- BGDG association will submit an application for tournaments that will include date, time, and expected attendance; Parks will consider requests for assistance that are made in a timely manner to the designated Parks and Recreation liaison and provide assistance as available resources allow for the tournaments. BGDG may request to reserve LFUCG Disc Golf Courses (4) four times per calendar year to hold tournaments that benefit the club without a cost.
- All improvements, equipment and structures that are donated and/or installed on LFUCG property shall become the property of LFUCG Parks and Recreation Division. As property of Parks and Recreation Division, the structures and equipment shall be covered per LFUCG insurance policy and maintained within the guidelines of this letter of understanding. All equipment and improvement requests must be submitted in writing to the Parks and Recreation Division for review and approval by the Director of Parks and Recreation prior to improvements being made.
- Bluegrass Disc Golf Association agrees to; maintain fairways suitable for play by pruning and/or mowing woody and herbaceous vegetation; provide regular refuse collection for waste receptacles that are not accessible with vehicles; provide "course captains" that will visually inspect, collect and log course conditions and safety concerns and will notify Parks and Recreation of all safety concerns; provide a log of inspections on an annual basis and as requested by Parks and Recreation Division. Bluegrass Disc Golf Association will designate an officer of the organization as the point of contact for all communication.
- Financial proceeds that are received by Bluegrass Disc Golf Association as a result of a fund raising activity, program, or tournament on LFUCG property shall cover expenses and net proceeds shall be used to promote disc golf within Fayette County and/or to an 501(C)3 charity. Funds may be reserved to fund future activities and events. An annual statement of financial activity that resulted from the use of LFUCG property will be submitted to Parks and Recreation Division.
- Each program that requires volunteers and will deal with children shall have a criminal record check before specific duties are assigned
- Bluegrass Disc Golf Association shall be familiar with and comply with all Lexington-Fayette Urban County Government policies and ordinances and federal and state laws related to the use of LFUCG Disc Golf Courses.

PARKS & RECREATION RESPONSIBILITIES

- Bluegrass Disc Golf Association (BGDG) will be consulted in an advisory role on maintenance, development, and programming on disc golf courses.
- The Parks and Recreation Division reserves the rights to adjust, alter, eliminate or add additional holes and courses as needs may change
- Parks and Recreation may seek and receive input from the public and various sources and agrees that before any changes are made to disc golf baskets or courses, the Bluegrass Disc Golf Association will be consulted for advice

- Exclusive use of disc golf courses can only be permitted by Parks and Recreation Division. Any sponsors or additional partners for tournaments, events, or naming rights must be approved by the Director of Parks and Recreation or their designee and shall not conflict with existing contracts and agreements of the Division. Sponsors and future partners shall not derive the majority of their income from the sale of alcohol or tobacco or are involved in pornography/adult entertainment.
- Lexington Fayette Urban County Government Parks and Recreation Division agrees to provide grounds maintenance and improvements as the Division's budget allows and within the guidelines of this document. Parks and Recreation agrees to maintain turf fairways when built over existing turf areas; provide regular refuse collection on waste receptacles when accessible with a vehicle; provide removal of large limbs and/or trees within the course; provide basket repair or replacement due to theft or vandalism; provide assistance with maintenance and installation of signage;



BGDC Representative

Date: 8-16-21

Linda Gorton

P & R Representative

Date: 10/14/2021