

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 North 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: **North Lexington Babe Ruth**

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

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

Name/location of Field # 2:

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From August 19, 2013 To October 20, 2013

Times (Daily Schedule) Field # 1

| | | |
|-----------|--------------------|-------------------|
| Monday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Tuesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Wednesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Thursday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Friday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Saturday | From <u>8:00am</u> | To <u>11:00pm</u> |
| Sunday | From <u>1:00pm</u> | To <u>11:00pm</u> |

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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



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

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

C. MISCELLANEOUS

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

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

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

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

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

D. SIGNATURES



DIRECTOR, DIVISION OF PARKS AND RECREATION



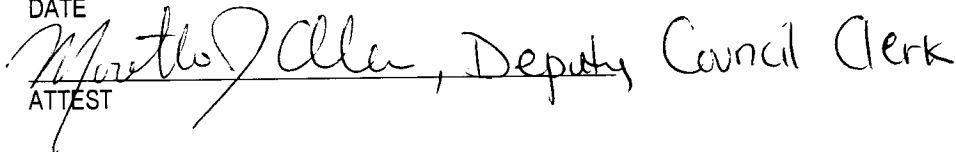
COMMISSIONER, GENERAL SERVICES



MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

10-28-13

DATE



ATTEST
Deputy Council Clerk

BRIAN M. KELLY

LEAGUE PRESIDENT (Print or Type Name)

120 YAMACRAW PK.

STREET ADDRESS

LEX. KY. 40511

CITY STATE ZIP CODE

859-229-8432

WORK PHONE HOME PHONE

bmK-71@HOTMAIL.COM

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

9-9-13

DATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2013

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

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

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

INSURED
 NORTH LEXINGTON BABE RUTH LEAGUE
 PO Box 11463
 Lexington, KY, 40575


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

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

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

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

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

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