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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban
County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A,
with an address of 200 East Main Street, Lexington, Kentucky 40507, and
Southeastern Babe Ruth ("the League"), a Kentucky non-profit
corporation with an address of650 Southpoint Dr,
for the express purpose of providing the League with athletic facilities where
they may host a youth sports program for the benefit of the youth of our
community. Should the League derive any profits from activities conducted or
donations received during the term of this Agreement, as defined in Section IV below,
such profits must be designated in one of the following ways and used for such
purpose: (1) as proceeds to be used for a future youth sports program in Lexington-
Fayette County; (2) as proceeds to be used for the reduction of the League's existing
debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG,
Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-
Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darliene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at DarlienH@LexingtonKY.gov, or via telephone, when a writing is not required by this agreement, at (859) 288-2921. LFUCG shall submit all communications directed to the League to the League's President.

I. DUTIES OF THE LEAGUE—GENERAL

a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside

the age limitations or residential boundaries applicable to the League's youth sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have

passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.

c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the season. The League Financial Report shall be completed and returned no later than one (1) month after the end of this agreement, as defined in Section IV below.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. 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. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all 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. Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

Name of League: Southeastern Babe Ruth

Name of Park(s): Veterans Park

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

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

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

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:



Length of Contract: From March 1, 2015 To July 31, 2015

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From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM	To Dark
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From	_ToToToToToToToTo	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_From	_ToToToToToToToToTo
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From_From	_ToToToToToToToTo	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From	To To To To To To To To
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b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no

- circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- c. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- d. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- e. The League shall not sale goods, food, or beverages at the Facilities unless it enters a separate, written Concession Agreement with LFUCG and complies with the terms of such.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements,

- modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:
 - i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
 - i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions,

- undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

Troff her I	Kevin Cruise
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
	4212 Kitano Court
Jul Meh	STREET ADDRESS Lexington Ky 40515
COMMISSIONER/GENERAL SERVICES	CITY STATE ZIP CODE
7	859-552 5619
	WORK PHONE HOME PHONE
	Kevincruiseone@yahoo.com
	E-MAIL ADDRESS
	Kevin K Quin
	LEAGUE PRESIDENT SIGNATURE
	Feb 27 2015 DATE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/26/2015

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

COVERAGES	CERTIFICATE NUMBER.	DEMOION NUMBER	
Lexington, KT, 40515		INSURER F:	
Lexington, KY, 40515		INSURER E:	
4212 Kitano Court		INSURER D:	
DBA: Southeastern Babe Ruth		INSURER C:	
SOUTHEASTERN BABE RUTH LEAGUE		INSURER B: Nationwide Mutual Insurance Co.	
	MEMBER NO:	INSURER A: Nationwide Life Insurance Co.	
INSURED		INSURER(S) AFFORDING COVERAGE	NAIC#
FORT WAYNE IN 46801		E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com	
PO BOX 2338		PHONE (A/C, No. Ext): 800-736-7358 FAX (A/C, No):	
K&K INSURANCE GROUP, INC. 1712 MAGNAVOX WAY		NAME: Cheryl Pettibone	
PRODUCER		CONTACT	
the certificate floider in fieu of such endo	orsement(s).		

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	THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.													
RE:	RE: Owner, manager or lessor of the premises where you conduct practices or games													
SEXU	EXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE													
CERTIFICATE HOLDER CANCELLATION														
Lexington Fayette Urban County Government					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
200 East Main St. Lexington, KY 40507					Ī	AUTHORIZED REP	RESENTATIVE	1.41	_/	//				

Lexington Fayette Urban County Government 200 East Main St.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Lexington, KY 40507	AUTHORIZED REPRESENTATIVE AGOTT AUTHORIZED REPRESENTATIVE

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II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have

passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.

c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the season. The League Financial Report shall be completed and returned no later than one (1) month after the end of this agreement, as defined in Section IV below.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and 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 that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. 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. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time. 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:

EXCEPTION(S)

May 14 - 16
JV Tournament
(Request Permit
Pending)
Gate Charges must be

Submitted for Approval

Length of Contract: From <u>March 1, 2015</u> To <u>July 31, 2015</u>

Times (Dai	ly Schedule) Field # 1	Times (Daily Schedule) Field # 2	
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM To 11:00PM From 8:00AM To 11:00PM From 1:00PM To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM To 11:00PM From 8:00AM To 11:00PM From 1:00PM To 11:00PM
Times (Dail	y Schedule) Field # 3		Times (Daily Schedule) Field # 4
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM To 11:00PM From 8:00AM To 11:00PM From 1:00PM To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From To From To From To From To From To From To From To
Times (Dail	y Schedule) Field # 5		Times (Daily Schedule) Field # 6
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From To From To From To From To From To From To From To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From To From To From To From To From To From To From To

b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no

- circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- c. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- d. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- e. The League shall not sale goods, food, or beverages at the Facilities unless it enters a separate, written Concession Agreement with LFUCG and complies with the terms of such.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements,

- modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:
 - i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
 - i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions,

- undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

DIRECTOR, DIVISION OF PARKS AND RECREATION	David Hatter Manner LEAGUE PRESIDENT (Print or Type Name) 612 Sestah Pro Co STREET ADDRESS LEAGUE PRESIDENT (Print or Type Name) HOSIM
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
/[359-421-2502
	WORK PHONE HOME PHONE
	55 ethlexbregmil.com E-MAIL ADDRESS
	LEAGUE PRESIDENT SIGNATURE
	419615 DATE

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DATE (MM/DD/YYYY)

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(les) 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. CONTACT Cheryl Pettibone 1712 MAGNAVOX WAY PHONE (A/C, No. Ext): E-MAIL PO 80X 2338 FAX (A/C, No): 800-736-7358 FORT WAYNE IN 46801

Cheryl.Pettibone@kandkinsurance.com ADDRESS: INSURED INSURER(S) AFFORDING COVERAGE NAIC # MEMBER NO: INSURER A: Nationwide Life Insurance Co. SOUTH LEVINGTON DADE DUTING TAOMS INSURER B: Nationwide Mutual Insurance Co

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ACORD 25 (2014/01)

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

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban
County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A,
with an address of 200 East Main Street, Lexington, Kentucky 40507, and
Lexington Fast Pitch League ("the League"), a Kentucky non-profit
corporation with an address of
for the express purpose of providing the League with athletic facilities where
they may host a youth sports program for the benefit of the youth of our
community. Should the League derive any profits from activities conducted or
donations received during the term of this Agreement, as defined in Section IV below,
such profits must be designated in one of the following ways and used for such
purpose: (1) as proceeds to be used for a future youth sports program in Lexington-
Fayette County; (2) as proceeds to be used for the reduction of the League's existing
debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG,
Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-
Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darliene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at DarlienH@LexingtonKY.gov, or via telephone, when a writing is not required by this agreement, at (859) 288-2921. LFUCG shall submit all communications directed to the League to the League's President.

I. DUTIES OF THE LEAGUE—GENERAL

a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside

the age limitations or residential boundaries applicable to the League's youth sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have

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IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. 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. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all 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. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

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:

Usage of Field #2 is based upon

Registration/Participant numbers.

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

Sunday

From

To

Length of Contract: From March 1, 2015 To July 31, 2015

Times (Daily Schedule) Field # 1 Times (Daily Schedule) Field # 2 Monday From 3:00PM To 11:00PM Monday From To Tuesday From 3:00PM To 11:00PM Tuesday From To Wednesday From 3:00PM To 11:00PM Wednesday From To To 11:00PM Thursday From 3:00PM Thursday From To Friday From 3:00PM To 11:00PM Friday From To Saturday From 8:00AM To 11:00PM Saturday From To From 1:00PM To 11:00PM Sunday Sunday From To Times (Daily Schedule) Field # 3 Times (Daily Schedule) Field # 4 Monday To From Monday From To Tuesday From To Tuesday From To Wednesday From_ To Wednesday From To Thursday From To Thursday To_ From Friday From To Friday From To Saturday From To Saturday From To Sunday From To Sunday From _To_ Times (Daily Schedule) Field # 5 Times (Daily Schedule) Field # 6 Monday From To Monday From To Tuesday From Tuesday To From To Wednesday From To Wednesday From To Thursday From_ To Thursday From To Friday From To Friday From To Saturday From To Saturday From_ To

b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no

Sunday

From

To

EXCEPTION(S)

Fields 1 & 2 BGSG Tournament July 11-12

- circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- c. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- d. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- e. The League shall not sale goods, food, or beverages at the Facilities unless it enters a separate, written Concession Agreement with LFUCG and complies with the terms of such.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements,

- modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:
 - i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
 - i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions,

- undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

DIRECTOR, DIVISION OF PARKS AND RECREATION	Karen L Francis LEAGUE PRESIDENT (Print or Type Name)
COMMISSIONER, GENERAL SERVICES	374 Hermitage Dr STREET ADDRESS Lexington Ky 40505 CITY STATE ZIP CODE
, ,(859-948-0241 859-299-8349 WORK PHONE HOME PHONE
	Karen. Francis 3 agmail. com
	LEAGUE PRESIDENT SIGNATURE
	2 27 15 DATE



DATE (MM/DD/YYYY) 2/26/2015

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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PRODUC		seme	iii(S).	•	CONTA	CT					
Westpoint Insurance Group, Ltd.					CONTACT NAME: PHONE (A/C, No, Ext): (800) 318-7709 FAX (A/C, No): (708) 636-3915						
5920	W. 111th St				E-MAIL ADDRE	SS:				aparata cara a sa	
8					INSURER(S) AFFORDING COVERAGE						
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X	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	
	CLAIMS-MADE X OCCUR	х					-	MED EXP (Any one person)	\$	5,000	
								PERSONAL & ADV INJURY	\$	3,000,000	
								GENERAL AGGREGATE	\$	4,000,000	
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	POLICY PRO- JECT LOC							PARTICIPANT LEGAL LIAB	\$	1,000,000	
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Effective: 02/26/15 - 01/01/16 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.											
CERT	IFICATE HOLDER				CAN	CELLATION					
Lexington Fayette Uban Government 200 E Main Street				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Lexington, KY 40507					AUTHORIZED REPRESENTATIVE						

ACORD 25 (2010/05)

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Terri Tomasik/AMZ



DATE (MM/DD/YYYY) 2/26/2015

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 liquid force ment(s)

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PRODUCER			CONTACT					
Westpoint Insurance Group,	NAME: PHONE (A/C, No, Ext); (800) 318-7709 (A/C, No): (708) 636-3915							
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					GENERAL AGGREGATE	\$	4,000,000	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI-	CLES (A	Attach ACORD 101, Additional Remarks	s Schedule, if more space	is required)				
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Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA.								
CERTIFICATE HOLDER			CANCELLATION					
CERTIFICATE HOLDER			CANCELLATION					
Fayette County Public	: Sch	nools	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					

ACORD 25 (2010/05)

INS025 (201005) 01

701 E Main Street

Lexington, KY 40502

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Three or to Francisco

AUTHORIZED REPRESENTATIVE

Terri Tomasik/AMZ



DATE (MM/DD/YYYY) 2/26/2015

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).

ce	rtificate holder in lieu of such endor	seme	nt(s)									
PRODUCER						CONTACT NAME:						
Wes	tpoint Insurance Group,	Lt	d.	P 22	PHONE (A/C, No, Ext): (800) 318-7709 FAX (A/C, No): (708) 636-3915							
592	0 W. 111th St				E-MAIL ADDRESS:							
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ACORD 25 (2010/05)

Alexander francisco

NSA Sanction Numbers:

1213 Iron Lace Ct Lexington, KY 40509

2015KYSR0068 thru 2015KYSR0078

Lexington Fast Pitch Softball

AUTHORIZED REPRESENTATIVE

Terri Tomasik/AMZ