

Memorandum of Agreement

This memorandum of agreement ("Agreement"), entered on this 5th day of September, 2017, by and between the Lexington-Fayette Urban County Government ("LFUCG"), an urban county government organized and operated pursuant to KRS 67A, which has as its primary place of business 200 East Main Street, Lexington, Kentucky 40507, and the Lexington Youth Lacrosse Association ("LYLA"), which has as its primary place of business 3802 Northhampton Drive, Lexington, Kentucky 40517, witnesseth that the parties, in consideration of the promises and obligations contained herein, agree as follows:

- I. **TERM.** This Agreement shall take effect upon execution by both parties and shall remain in effect for five (5) years therefrom. It shall automatically renew for two (2) additional terms of five (5) years each. Either party may terminate this Agreement with or without cause by providing thirty (30) days advance written notice to the other.
- II. **MULTI-PURPOSE FIELD RESERVATIONS.** In consideration of its commitment to improving LFUCG's multi-purpose fields at Shilito Park, depicted in the attached Appendix A, ("multi-purpose fields") as provided *infra*, LFUCG shall grant LYLA priority access to the multi-purpose fields from March 1-May 31 annually. By no later than February 1st of each year this Agreement is in effect, LYLA may submit a written request to LFUCG identifying the days and times during which it would like to reserve the multi-purpose fields, which request will be given priority over all other reservation requests for the multi-purpose fields from third parties during that time. LYLA may reserve the multi-purpose fields at other times of the year, subject to availability, in LFUCG's discretion.
- III. **INVESTMENT IN MULTI-PURPOSE FIELDS.** LYLA shall invest at least five thousand dollars (\$5,000.00) in improvements to the multi-purpose fields each year this Agreement is in effect. Improvements may take the form of any of the following, without limitation: aeration, fertilization, seeding, overseeding, rolling, or herbicide application. All improvements shall be performed by a professional contractor holding all certifications and licenses necessary and/or customary for such contractors, and possessing insurance coverage in an amount and scope satisfactory to LFUCG. No improvements shall be made to the field without the pre-approval of LFUCG. Within ten (10) days of any improvement, LYLA shall submit to LFUCG documentation verifying the service performed, the cost of such services, and any other information LFUCG may reasonably request.
- IV. **USE OF MULTI-PURPOSE FIELDS**
 - a. The multi-purpose fields reserved under this Agreement shall be used by, and only by, LYLA-organized lacrosse teams for lacrosse practice and lacrosse games. LYLA shall not permit any lacrosse team not organized by LYLA to use any field reserved under this Agreement.
 - b. LYLA shall not charge an admission fee for any event hosted at the multi-purpose fields without prior written approval from LFUCG, which approval may be conditioned upon LYLA's payment of a charge or fee to be determined by LFUCG at that time.
 - c. LYLA may place a temporary storage unit for its lacrosse-related supplies and equipment on LFUCG property near the multi-purpose fields in a location to be pre-approved by LFUCG. LYLA agrees to keep any such storage unit in safe, secure, and clean condition at all times. LYLA shall perform all maintenance associated with the structure and will not hold LFUCG liable for any damage to the structure for any reason. LYLA agrees to remove any graffiti that may appear on the storage unit within 3 days of being notified of the graffiti. LYLA agrees to remove the storage unit at request of LFUCG, provided such request shall give LYLA at least thirty (30) days to have the unit removed. LFUCG reserves the right to remove the storage unit and all equipment and supplies stored therein at any time, for any reason, with or without

notice. All equipment so removed shall be held in a secure location, and made available for LYLA to claim at reasonable times, for at least five (5) business days from the date of removal, after which time all such equipment shall become the property of LFUCG, to be used or disposed of as it sees fit.

- d. LYLA shall notify LFUCG in writing at least two (2) weeks prior to any event it intends to host at the multi-purpose fields that might reasonably be expected to attract two hundred (200) or more attendees and/or participants.
- e. LYLA shall provide portable restroom facilities, including at least one (1) ADA accessible unit, near the multi-purpose fields, on LFUCG property in a location to be pre-approved by LFUCG, from March 1-August 30 of each year this Agreement is in effect, and shall ensure that such facilities are regularly cleaned no less than twice per week.
- f. LYLA may place signs on and around the multi-purpose fields the day of any official lacrosse game or tournament to be hosted at the multi-purpose fields. All such signs must be removed by the end of the day, or upon request of LFUCG.
- g. LYLA shall not cause or allow its agents, employees, board members, volunteers, invitees, licensees, or officers to operate motorized vehicles on LFUCG property, including the multi-purpose fields, except where gravel or concrete paths are present. LYLA shall immediately reimburse LFUCG for the cost of repairing any damage to LFUCG property caused in whole or in part by violation of this provision.
- h. LYLA shall not place or allow advertisement of any sort on the rented premises without the prior written approval of LFUCG.
- i. LYLA shall not allow third party vendors to conduct business on the premises without the prior written approval of LFUCG. All requests for permission to host third party vendors must be in writing, accompanied by proof that the third party vendor possesses sufficient insurance and all applicable permits and licenses to conduct its business in a lawful manner.
- j. LFUCG may cancel any event or reservation at any time if it believes, in good faith, that cancellation is necessary to protect the safety or welfare of its parks, personnel, or event participants.
- k. LYLA shall take reasonable and necessary steps to ensure the safety of all persons present at or involved in its events on LFUCG property, including without limitation event participants, event spectators, other park users, and employees.
- l. LYLA shall notify LFUCG immediately if emergency medical services are required at any event held on LFUCG property, and shall provide LFUCG with the following information to the best of its knowledge: the name of the injured person(s), the nature of the injuries, the manner in which the injuries occurred, and, if any person is being transported for medical attention, the site to which the person is being transported. In addition, by 5:00 p.m. the first business day following the accident or injury, LYLA shall complete and submit to LFUCG an Accident Report, using the form attached as Appendix B.
- m. LYLA shall notify LFUCG immediately if law enforcement services are required at any event held on LFUCG property, and shall provide LFUCG with all information it may have concerning the nature of the incident that gave rise to the need for law enforcement assistance. In addition, by 5:00 p.m. the first business day following the incident, LYLA shall complete and submit to LFUCG an Incident Report, using the form attached as Appendix C.
- n. At the conclusion of each rental, LYLA shall ensure that all trash and debris is removed, and the rented premises are in a neat and orderly condition. Should LYLA fail to leave the premises in neat and orderly condition, it may be charged an additional cleaning fee by LFUCG.

- o. LYLA shall not offer food or beverages for sale at any event on LFUCG premises without written permission from LFUCG, which may be denied, granted, or conditionally granted in its discretion. Should LFUCG grant such permission, LYLA shall be fully and solely responsible for ensuring it is in full compliance with all applicable health and safety codes and regulations at all times.
- p. In all programs and activities held on LFUCG property or in conjunction with LFUCG, LYLA shall fully comply with all applicable policies of the LFUCG, Division of Parks and Recreation, including the Participant Protection Policy, Severe Weather Policy, and Physical & Verbal Altercation Policy, attached hereto as Appendices D, E, and F respectively.
- q. LYLA shall abide by all local, state, and federal laws and regulations. In all programs and activities held on LFUCG property or in conjunction with LFUCG programs and activities, LYLA shall not discriminate against any current or prospective participants, volunteers, employees, or agents on the basis race, color, national origin, age, sex, religion, disability, sexual orientation, or gender identity.

V. LIABILITY, INSURANCE, AND INDEMNITY

- a. LYLA assumes full responsibility and liability for any and all damages to LFUCG persons or property it, or its agents, employees, board members, volunteers, invitees, licensees, or officers may cause during any event on LFUCG property while this Agreement is in effect.
- b. LYLA shall provide LFUCG with a certificate of commercial general liability insurance written through a company with an A.M. Best rating of "A" or better with the minimum amount of \$1,000,000 per occurrence, listing the Lexington-Fayette Urban County Government as an "additional insured." LYLA shall provide such certificate at least fourteen days before the first scheduled rental date, or LFUCG may terminate this Agreement immediately. A Declaration Page shall not be considered a valid substitute for a Certificate of Insurance.
- c. LYLA shall defend, indemnify, and hold harmless LFUCG, its officers, agents, employees, and officials from and against any and all liability loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of or in connection with the performance of this Agreement. Nothing herein shall be interpreted as or deemed a waiver of any defense available to LFUCG, including sovereign immunity.

VI. INTERPRETATION AND APPLICATION

- 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. LYLA shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior written approval from LFUCG.
- d. 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.
- e. 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.

- f. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. Any action arising, in whole or in part, from or in connection with this Agreement, shall be brought in Fayette County, Kentucky.
- g. This Agreement may only be modified by a writing signed by both parties.
- h. This Agreement, having been negotiated in good faith between the parties, shall not be construed against one party or the other.
- i. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership or joint venture between the parties.
- j. Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of any third party.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

LEXINGTON YOUTH LACROSSE ASSOCIATION,
INC.

By: _____
Jim Gray, Mayor

By: _____
Jennifer Castle, President

Date: _____

Date: 9/5/17