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 <u>Bluegrass Girls Fast Pitch</u> 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:

- 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.
- The facility agreement only provides usage of the park facility at the time and location designated herein.

- 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: Bluegrass Girls Fast Pitch

Name of Park(s): Cardinal Run Park / Gainesway Park

Name/location of Field # 1: Cardinal Run Field 7

Name/location of Field # 2: Cardinal Run Field 8

Name/location of Field # 3: Gainesway Field

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

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

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

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CR Fields 7 & 8 Lafayette H.S Exchange April 18-19

CR Fields 7 & 8
Middle School State
Tournament
May 10-11

CR Fields 7 & 8 & Gainesway

NSA Fast Pitch State Tournament July 4-6

CR Fields 7 & 8 & Gainesway
BGSG Tournament

July 11-13

CR Fields 7 & 8 &

Gainesway NSA July Kaos Tournament July 19-20

CR Fields 7 & 8 & Gainesway
NSA Where Legends are Made Tournament

ASA Where Legends are Made Tournament July 26-27

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

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

- 2. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- 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.
- 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.
- 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.
- 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.
- The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
- 4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
- 5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
- 6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics
 Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
- 7. The League President or his/her designee will be the only contact with the Division.
- 8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.

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

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

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

D.	SIGNATURES	
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	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE, PRESIDENT (Print or Type Name)
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	ATTEST	
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	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERN DATE ATTEST	DATE



DATE (MM/DD/YYYY) 1/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ELOW. 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).

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PRODUCER	,,			CONTA NAME:	СТ				
Westpoint Insurance Group,	Lt	d.		PHONE (A/C N	Evt). (800)	318-7709	FAX (A/C, No):	(708) 6	36-3915
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P.O. Box 7									
Nicholasville KY 40	340	1		INSURE		4			
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NSA Sanction Numbers: 2014KYSR0013 Thru 2014KYSR0040 Bluegrass Girls Fastpitch PO Box 910793 Lexington, KY 40591-0793 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terri Tomasik/AMZ

Theres to forward

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

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- The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: Eastern Little League

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

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

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

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

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

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

Name/location of Field # 6:

From 3:00PM

From 8:00AM

From 1:00PM

Friday

Saturday

Sunday

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

Times (Daily Schedule) Field # 1 Monday From 3:00PM To					Times (Daily S	Schedu	le) Field # 2			
Monday	From	3:00PM	To	Dark	Monday	From	3:00PM	To	Dark	
Tuesday	From	3:00PM	To	Dark	Tuesday	From	3:00PM	To	Dark	
Wednesday	From	3:00PM	To	Dark	Wednesday	From	3:00PM	To	Dark	
Thursday	From	3:00PM	To	Dark	Thursday	From	3:00PM	To	Dark	
Friday	From	3:00PM	To	Dark	Friday	From	3:00PM	To	Dark	
Saturday	From	8:00AM	To	Dark	Saturday	From	8:00AM	To	Dark	
Sunday	From	12:00PM	To	Dark	Sunday	From	12:00PM	To	Dark	
		day games s				*Weekday games start at 4:00pm.				
	** B	atting Cages	at Ecto	n Park: N	o use before 8:00am-Sign	age pos	sted by League	9		

NOTE: Parking at Ecton Park Strictly enforced by police. Illegal parking subject to towing/ticket

Times (Daily S	e) Field #	Times (Daily Schedule) Field # 4								
Monday Tuesday	From From	3:00PM 3:00PM	To To	Dark Dark		Monday Tuesday	From From	3:00PM 3:00PM	To To	Dark Dark
Wednesday	From	3:00PM	To	Dark		Wednesday	From	3:00PM	To	Dark
Thursday	From	3:00PM	To	Dark		Thursday	From	3:00PM	To	Dark
Friday	From	3:00PM	To	Dark		Friday	From	3:00PM	To	Dark
Saturday	From	8:00AM	To	Dark		Saturday	From	8:00AM	To	Dark
Sunday	From	1:00PM	To	Dark		Sunday	From	1:00PM	To	Dark
		12:00	Me							
Times (Daily S	Schedu	le) Field #	<u>5</u>			Times (Daily	Schedu	le) Field #6	<u>.</u>	
Monday	From	3:00PM	To	Dark		Monday	From_		To_	
Tuesday	From	3:00PM	То	Dark		Tuesday	From_		To_	
Wednesday	From	3:00PM	То	Dark		Wednesday	From_		To_	
Thursday	From	3:00PM	To	Dark		Thursday	From_		To_	

EXCEPTION(S)

Ecton Park Big Band & Jazz Concerts TBD

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

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

Friday

Saturday

Sunday

From

From

From

To

To

To Dark

To Dark

Dark

To

- Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.
- 2. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
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 Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
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 - Clean and stock restrooms
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 - 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

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SIGNATURES	
Evelyn Bologna (acting)	Mindy Woodall
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
	_3/Z/ Wassenwood Wun
4 11 1	STREET ADDRESS
/ lah	Levinstan (V 40507
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
M	0011-1021-1730 2910-91010
	WORK PHONE, HOME PHONE
	hardanda la incial flor and
	E-MAIL ADDRESS,
	Which I wood all
	LEAGUE PRESIDENT SIGNATURE
	1/10/70/14/
	DATE 19/017
	DATE / / /
· .	
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOV	ERNMENT
DATE	_
ATTEST	

CERTIFICATE OF LIABILITY INSURANCE 2/10/14 DATE Keystone Risk Managers, LLC **CERTIFICATE #** 3170307-1 1995 Point Township Drive 4 17 03 Northumberland, PA 17867 ADDITIONAL NAMED INSURED: INSURERS AFFORDING COVERAGE: LEXINGTON EASTERN NATIONAL LL INSURER A: LEXINGTON INSURANCE COMPA MINDY WOODALL 3121 WARRENWOOD WYND INSURER B: NATIONAL UNION FIRE INSURAN COMPANY OF PITTSBURGH, PA (Non-Liability) LEXINGTON KY 40502 CHARTIS SPECIALTY INSURER C: INSURANCE COMPANY

COVERAGES

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

ADDIL	1				T					
INSRD		TYPE OF INSURANCE	POLICY NUMBER	DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	L	LIMITS			
		GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,00			
X	X	OCCURRENCE	011225803	2/07/2014	1/01/2015	GENERAL AGGREGATE	\$2,000,00			
	X	NCL. PARTICIPANTS	Property Damage Dedu	ictible: \$250	PRODUCTS/COMP OPS	\$1,000,00				
	X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,00				
		MEDICAL PAYMENTS								
v	DIRECTORS & OFFICERS		4 = m 4 m m / m	3 2 204 21 2 204 24 4		EACH LOSS	\$1,000,000			
		2	12017300	1/01/2014	1/01/2015	AGGREGATE	\$1,000,000			
Х		CRIME COVERAGE	011409711	1/01/2014	1/01/2015	EACH LOSS	\$35,000			
			Crime Deductible: \$250	AGGREGATE	NONE					
Х	SI	PORTS EXCESS ACCIDENT	SRG9105434	1/01/2014	1/01/2015	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess			
	x	X X X X X X X X X X X X X X X X X X X	SPORTS EXCESS ACCIDENT	SPORTS EXCESS ACCIDENT GENERAL LIABILITY X OCCURRENCE X INCL. PARTICIPANTS Property Damage Dedu Type Of Insurance POLICY NUMBER O11225803 Property Damage Dedu Type Of Insurance O11225803 Type Of Insurance Type Of Insurance O11225803 Type Of Insurance Type Of Insur	NSRD	NSRD	NSRRD			

'X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respec liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such persor organizations and subject to the following additional exclusions:

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

2. That part of the ball field or other premises not being used by the above named Little League NAME AND ADDRESS OF PERSON OR ORGANIZATION:

L. LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT 2. FAYETTE COUNTY PUBLIC SCHOOL

DISTRICT

INSURED

CANCELLATION

Little League Baseball Risk Purchasing Group, Inc. 539 U.S. RT. 15 HIGHWAY South Williamsport, PA 17702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NO TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN MODRESS TO US.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

200 East Main Street, Lexington, KY 40507

POLICY CLARIFICATION: INSURANCE IS PRIMARY PER CG0001 12 07

BLANKET—AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL INSURED(S) LISTED ON CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

ENDORSEMENT #4

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

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

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

anth Ry

Authorized Representative or Countersignature

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

FACILITY USAGE AGREEMENT

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

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the <u>Lexington Fast Pitch League</u> 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:

- 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.
- 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:

Sunday

From

1. Name of League: Lexington Fast Pitch League

Name of Park(s): Constitution Park

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

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

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

Length of Contract: From March 1, 2014 To July 31, 2014 EXCEPTION(S) Times (Daily Schedule) Field # 1 Times (Daily Schedule) Field # 2 Monday From 3:00PM To 11:00PM Monday From 3:00PM To 11:00PM Fields 1 & 2 Tuesday From 3:00PM To 11:00PM Tuesday To 11:00PM From 3:00PM Middle School State Wednesday From 3:00PM To 11:00PM Wednesday From 3:00PM To 11:00PM Tournament Thursday From 3:00PM From 3:00PM To 11:00PM Thursday To 11:00PM May 10-11 Friday From 3:00PM To 11:00PM Friday From 3:00PM To 11:00PM Saturday From 8:00AM To 11:00PM Saturday From 8:00AM To 11:00PM Fields 1 & 2 Sunday From 1:00PM To 11:00PM Sunday From 1:00PM To 11:00PM NSA Fast Pitch State Tournament Times (Daily Schedule) Field #3 Times (Daily Schedule) Field # 4 July 4-6 Monday From To Monday From To. **BGSG Tournament** Tuesday From To Tuesday From_ To July 11-13 Wednesday From_ To Wednesday From To Constitution Fields Thursday From To Thursday From To 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_ To Tuesday 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

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Sunday

From

To

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

To

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D.

SIGNATURES			_
Eucley Bologra (acting)	Julia	Dain	tarris
DIRECTOR DIVISION OF PARKS AND RECREATION	LEAGUE PRESI		
	41284	DOKUJOO!	PKLY
H IND	STREET ADDRE	SS	
Jer Whiel	Lex.	Ky	4050r
COMMISSIONER, GENERAL SERVICES	CITY	STATE	ZIP CODE
<i>P</i>	_	859-6	189-8539
	WORK PHONE	НО	ME PHONE
	down for	MIGIAM	instream not
	E-MAIL ADDRES		34616 181
	Y()	last to	1
	LEAGUE PRESI	DENT SIGNATI	JRE
	2 - 2	14-14	
	DATE	7 11	M
	Ditte		
MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	T		
DATE			
DATE			
<u> </u>			
ATTEST			



DATE (MM/DD/YYYY) 2/20/2014

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

the terms and conditions of the policy, certain policies m	ay require an endorse	(les) must be ement. A stat	endorsed. tement on th	is certificate does not o	AIVED, confer ri	subject to ights to the
certificate holder in lieu of such endorsement(s).	CONTA	ACT				
	NAME:		210 5500	FAX		
Westpoint Insurance Group, Ltd. 5920 W. 111th St	(A/C. N E-MAII ADDRI	o. Ext): (000)	318-7709	(AĴĈ, No):	(708) 63	6-3915
			URER(S) AFFOR	DING COVERAGE		NAIC #
Chicago Ridge IL 60415	INSUR	ERA:Lexino	ton Inst	rance Co.		
INSURED	INSUR	ERB Axis	Global			
	INSUR	ERC:				
National Softball Association	INSUR			W. V. T. A		
P.O. Box 7	INSUR					
Nicholasville KY 40340	INSUR					
COVERAGES CERTIFICATE NUMBE		ERF.		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSU EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS S	I OR CONDITION OF AI JRANCE AFFORDED BY	NY CONTRACT THE POLICIE REDUCED BY	THE INSURI OR OTHER S DESCRIBE PAID CLAIMS	ED NAMED ABOVE FOR DOCUMENT WITH RESP	ECT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY			ĺ	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	3,000,000
A CLAIMS-MADE X OCCUR X 6632469	9	01/01/2014	01/01/2015	MED EXP (Any one person)	\$	5,000
				PERSONAL & ADV INJURY	s	3,000,000
				GENERAL AGGREGATE	s	4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG		3,000,000
POLICY PRO-				PARTICIPANT LEGAL LIAB	\$	1,000,000
AUTOMOBILE LIABILITY	*****			COMBINED SINGLE LIMIT (Ea accident)	+	1,000,000
ANY AUTO				BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS AUTOS				BODILY INJURY (Per accident)	4	
NON-OWNED				PROPERTY DAMAGE	s	
HIRED AUTOS AUTOS				(Per accident)	\$	
UMBRELLA LIAB OCCUR		 			-	
EXCESS LIAB CLAIMS-MADE				EACH OCCURRENCE	\$	
DED RETENTION\$				AGGREGATE	\$	
WORKERS COMPENSATION		-		WC STATU- OTH-	\$	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE					+	
OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)				E.L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYE		
D				E.L. DISEASE - POLICY LIMIT	1\$	
B Excess Accident Medical SRPO-50	299-214	01/01/2014	01/01/2015	\$250 Deductible		100,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 10 Effective: 02/19/14-01/01/15						
The certificate holder is named as additi	onal insured wit	th respect	s to the	NSA sanctioned	activi	tes of:
Lexington Fast Pitch Softball						
Please note - NSA Sanctioned Leagues must	adhere to the	rules and	regulation	ons of the NSA.		
* * *						
CERTIFICATE HOLDER						
CERTIFICATE HOLDER	CAN	ICELLATION				
Lexington Fayette Uban Government 200 E Main Street	TH AC	E EXPIRATION CORDANCE W	N DATE THE	DESCRIBED POLICIES BE CEREOF, NOTICE WILL CY PROVISIONS.		
Lexington, KY 40507	нтиа	ORIZED REPRESI	ENTATIVE			
	Term	ri Tomasik	/HAM	Alexander 12	يسرين يعنق المطبق	المستركين المتعادية



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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). CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL FAX (A/C, No): (708) 636-3915 Westpoint Insurance Group, Ltd. (800) 318-7709 5920 W. 111th St ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # Chicago Ridge IL 60415 INSURER A : Lexington Insurance Co. INSURED INSURER B Axis Global INSURER C: National Softball Association INSURER D P.O. Box 7 INSURER E : Nicholasville KY 40340 INSURER F: **COVERAGES** CERTIFICATE NUMBER:CL1422054368 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER INSR WVD GENERAL LIABILITY 3,000,000 EACH OCCURRENCE DAMAGE TO RENTED X | COMMERCIAL GENERAL LIABILITY 300,000 S PREMISES (Ea occurrence) 01/01/2014 01/01/2015 CLAIMS-MADE X OCCUR A X 66324699 5,000 MED EXP (Any one person) \$ 3,000,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 PRODUCTS - COMP/OP AGG \$ PRO-POLICY 100 PARTICIPANT LEGAL LIAB \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED AUTOS SCHEDULED. BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAR CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC STATU-TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ Excess Accident Medical 01/01/2014 01/01/2015 SRPO-50299-214 \$250 Deductible 100,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 02/19/14-01/01/15 Effective: The certificate holder is named as additional insured with respects to the NSA sanctioned activites of: Lexington Fast Pitch Softball Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Fayette County Public Schools 701 E Main Street AUTHORIZED REPRESENTATIVE Lexington, KY 40502 Terri Tomasik/HAM



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DATE (MM/DD/YYYY) 2/20/2014

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	20 W. 111th St	,	· ·	ME: ONE C. No. Exti: (800 MAIL DRESS:)318-7709	IÁ/Ĉ, No)	(708)	636-3915
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						PERSONAL & ADV INJURY	s	3,000,000
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	DED RETENTIONS			op-		AGGREGATE	\$	
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В	Excess Accident Medical		SRPO-50299-214	01/01/2014		\$250 Deductible		100,000
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	Lexington, KY 40502		АИТ	HORIZED REPRESE	NTATIVE		······································	
			Ter	ri Tomasik	/WAM	Species or like	· ·	

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 <u>Northern Cal</u> <u>Ripken</u> 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:

- 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.
- The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

EXCEPTION(S)

A. FACILITY:

1. Name of League: Northern Cal Ripken

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

Name/location of Field # 1: Kenawood Field 1
Name/location of Field # 2: Kenawood Field 2
Name/location of Field # 3: Kenawood Field 3
Name/location of Field # 4: Marlboro Field
Name/location of Field # 5: Mary Todd Field

Name/location of Field # 6:

2. Length of Contract: From March 1, 2014 To July 31, 2014									
Times (Daily Schedule) Field # 1 Times (Daily Schedule) Field # 2									
Monday	From	3:00PM	To	11:00PM	Monday	From	3:00PM	To	Dark
Tuesday	From	3:00PM	To	11:00PM	Tuesday	From	3:00PM	To	Dark
Wednesday	From	3:00PM	To	11:00PM	Wednesday	From	3:00PM	To	Dark
Thursday	From	3:00PM	To	11:00PM	Thursday	From	3:00PM	To	Dark
Friday	From	3:00PM	To	11:00PM	Friday	From	3:00PM	To	Dark
Saturday	From	8:00AM	To	11:00PM	Saturday	From	8:00AM	To	Dark
Sunday	From	1:00PM	To	11:00PM	Sunday	From	1:00PM	To	Dark
Times (Daily Schedule) Field # 3					Times (Daily Schedule) Field # 4				
Monday	From	3:00PM	То	Dark	Monday		3:00PM	To	Dark
Tuesday	From	3:00PM	То	Dark	Tuesday	From	3:00PM	To	Dark
Wednesday	From	3:00PM	To	Dark	Wednesday	From	3:00PM	To	Dark
Thursday	From	3:00PM	To	Dark	Thursday	From	3:00PM	To	Dark
Friday	From	3:00PM	То	Dark	Friday	From	3:00PM	То	Dark
Saturday	From	8:00AM	To	Dark	Saturday	From	8:00AM	To	Dark
Sunday	From	1:00PM	To	Dark	Sunday	From	1:00PM	To	Dark
Times (Daily	le) Field # 5		Times (Daily Schedule) Field # 6						
Monday	From		To		Monday	From		То	
Tuesday	From		To		Tuesday			То	
Wednesday	From	3:00PM	To	Dark	Wednesday			To_	
Thursday	From_		To_		Thursday			To_	
Friday	From	3:00PM	To	Dark	Friday	From_		To_	
Saturday	From_				Saturday			To_	
Sunday	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

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

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

Franchise League will provide the following services:

- Drag and mark game fields
- Cut grass, edge, and trim within game fields
- · Provide marking dust and quick dry
- Perform turf repairs and aerate within game fields

C. MISCELLANEOUS

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

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

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

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

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

SIGNATURES

EvelynBologna (acting)		LLY HOX	
DIRECTOR DIVISION OF BARKS AND RECREATION		ESIDENT (Print or	
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	STREET ADD	DRESS	
// vell leer	LEX	KY	40505
COMMISSIONER, GENERAL SERVICES	CITY	STATE	ZIP CODE
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	WORK PHON		OME PHONE
	hiller	hobbs 197	50 gmail.com
	E-MAIL ADDI		1911
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	LEAGUE PRI	ESIDENT SIGNA	TURF
		1-211 / 511	-
	DATE	29/14	
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MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMEN	IT		
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ATTEST			

ACORD_{TM}

PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

CONTACT NAME:

Cheryl Pettibone

DATE (MM/DD/YYYY) 3/4/2014

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

K&K Insurance Group, Inc					PHONE (A/C, No. Ext): 800-441-3994 FAX (A/C, No):					
	2 Magnavox Way . Box 2338				E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com					
	t Wayne, IN 46801				PRODUCER CUSTOMER ID #:					
					CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC #					
INSI	JRED				INSURER A:					
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10000	DRTHERN CAL RIPKEN LEAGUE D Box 55491				INSURER C:					
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IND	ICATED. NOTWITHSTANDING ANY REQUIRED IN MAY BE ISSUED OR MAY PERCLUSIONS AND CONDITIONS OF SUCH POLITIONS OF SUCH POLITICATIONS OF SUCH POLITIONS OF SUCH PO	REMENT, TERM OR CONDITION (TAIN THE INSURANCE AFFORDS			VE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PLOF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TREEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF POLICY EXP LIMIT			rs		
	GENERAL LIABILITY	o.c					EACH OCCURRENCE	\$2,000,000		
В	X COMMERCIAL GENERAL LIABILITY		1				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
1	CLAIMS-MADE X OCCUR	X		RPG-260761-00		02/01/2015 12:01 AM	MED EXP (Any one person)	\$ 5,000		
1					02/28/2014 12:01AM		PERSONAL & ADV INJURY	\$2,000,000		
1						12.017.111	GENERAL AGGREGATE	\$5,000,000		
ı	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	\$2,000,000		
ı	POLICY PROJECT LOC						PARTICIPANT LEGAL LIABILIT	Y \$2,000,000		
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000		
l	ANY AUTO						BODILY INJURY (Per person)			
	ALL OWNED AUTOS						BODILY INJURY (Per accident)			
В	SCHEDULED AUTOS			RPG-260761-00	02/28/2014 12:01AM	02/01/2015 12:01 AM	PROPERTY DAMAGE			
1	X HIRED AUTOS				12.01/1/1	12:01 AM	(Per accident)			
1	X NON-OWNED AUTOS									
1	X non-consistence									
\vdash	UMBRELLA LIAB OCCUR	_	+				EACH OCCURRENCE			
1	EXCESS LIAB CLAIMS-MADE						AGGREGATE			
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	AND EMPLOYERS' LIABLITY ANY PROPRIETORSHIP/PARTNER/				1397	1	E.L. EACH ACCIDENT			
1	EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYE	·		
	DÉSCRIPTION OF OPERATIONS below	-	+				E.L. DISEASE - POLICY LIMIT			
А	PARTICIPANT ACCIDENT			SPP-260762-00	02/28/2014 12:01AM	02/01/2015 12:01 AM	AD&D PRIMARY MEDICAL	\$ 10,000 \$ 250,000		
DF	SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ttach A	CORD 101, Additional Ren	narks Schedule, if r	nore space is re	quired)			
	E CERTIFICATE HOLDER IS AN ADDITIONAL IN									
RE: Owner, manager or lessor of the premises where you conduct practices or games										
SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE										
CERTIFICATE HOLDER CANCELLATION						THE RESERVE OF THE PARTY OF THE				
	CANCELLATION CANCELLATION									
	LFUCG				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 Street					AUTHORIZED REPRESENTATIVE					
Lexington, KY 40507					, ,					
1					"Fatt perfuel					