

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 of 650 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. 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: 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:

**EXCEPTION(S)**

Length of Contract: From August 17, 2015 To October 24, 2015

Times (Daily Schedule) Field # 1

Monday	From	<u>3:00PM</u>	To	<u>11:00PM</u>
Tuesday	From	<u>3:00PM</u>	To	<u>11:00PM</u>
Wednesday	From	<u>3:00PM</u>	To	<u>11:00PM</u>
Thursday	From	<u>3:00PM</u>	To	<u>11:00PM</u>
Friday	From	<u>3:00PM</u>	To	<u>11:00PM</u>
Saturday	From	<u>8:00AM</u>	To	<u>11:00PM</u>
Sunday	From	<u>1:00PM</u>	To	<u>11:00PM</u>

Times (Daily Schedule) Field # 2

Monday	From	<u>3:00PM</u>	To	<u>Dark</u>
Tuesday	From	<u>3:00PM</u>	To	<u>Dark</u>
Wednesday	From	<u>3:00PM</u>	To	<u>Dark</u>
Thursday	From	<u>3:00PM</u>	To	<u>Dark</u>
Friday	From	<u>3:00PM</u>	To	<u>Dark</u>
Saturday	From	<u>8:00AM</u>	To	<u>Dark</u>
Sunday	From	<u>1:00PM</u>	To	<u>Dark</u>

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

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 1<sup>st</sup>.
  - 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.

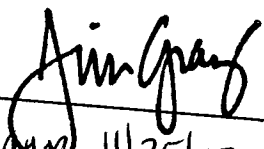
## **VIII. MISCELLANEOUS**

- 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

  
 \_\_\_\_\_  
 COMMISSIONER, GENERAL SERVICES

  
 \_\_\_\_\_  
 Mayor 11/25/15

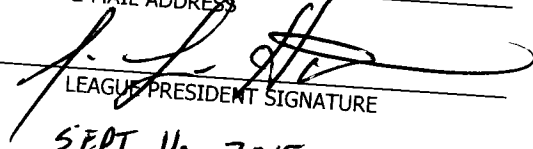
THADDEUS L. HART  
 LEAGUE PRESIDENT (Print or Type Name)

4615 NICHOLASVILLE RD.  
 STREET ADDRESS

LEXINGTON KY 40515  
 CITY STATE ZIP CODE

859 621-9788 SAME  
 WORK PHONE HOME PHONE

THADDEUS.HART@AOL.COM  
 E-MAIL ADDRESS

  
 LEAGUE PRESIDENT SIGNATURE

SEPT. 16, 2015  
 DATE



# 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 the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> K&K INSURANCE GROUP, INC. 1712 MAGNAVOX WAY PO BOX 2338 FORT WAYNE IN 46801	<b>CONTACT NAME:</b> Cheryl Pettibone <b>PHONE (A/C, No. Ext):</b> 800-736-7358 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Cheryl.Pettibone@kandkinsurance.com																					
<b>INSURED</b>  SOUTHEASTERN BABE RUTH LEAGUE DBA: Southeastern Babe Ruth 4212 Kitano Court Lexington, KY, 40515	<b>MEMBER NO:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Nationwide Life Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Nationwide Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nationwide Life Insurance Co.		INSURER B:	Nationwide Mutual Insurance Co.		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		RPG-266488-00	02/01/2015 12:01 AM	02/01/2016 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-266488-00	02/01/2015 12:01 AM	02/01/2016 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N  PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	<b>PARTICIPANT ACCIDENT</b>			SPP-266489-00	02/01/2015 12:01 AM	02/01/2016 12:01 AM	AD&D PRIMARY MEDICAL \$ 10,000 \$ 250,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

RE: Owner, manager or lessor of the premises where you conduct practices or games

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

**CERTIFICATE HOLDER**

Lexington Fayette Urban County Government  
 200 East Main St.  
 Lexington, KY 40507

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Scott Furbush*

**Appendix A**

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
 DIVISION OF PARKS AND RECREATION  
 469 Parkway Drive Lexington, KY 40504

Reporting Year 2015  
 Spring Season  
 Summer Season  
 Fall Season

**DIVISION & GENDER REPORT**

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: SOUTHEASTERN BABE RUTH ... Number of Divisions 1

Division BABE RUTH Participant Age 13-15 Number of Teams in Division 5

Opening Day SEPT 8 Playing Location(s) VETERAN'S PARK

Length of Game 2 HRS Number of Season Games 60 Tournament Games 0

Registration Fee \$100 Booster Fee 0 Other Participant Cost/Obligation 0

Total Number of Participants 66 / Male Participants 66 Female Participants 0

Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		
1	\$47.50	\$47.50		0		6	\$3	\$18	\$65.50	\$ .99

Division \_\_\_\_\_ Participant Age \_\_\_\_\_ Number of Teams in Division \_\_\_\_\_

Opening Day \_\_\_\_\_ Playing Location(s) \_\_\_\_\_

Length of Game \_\_\_\_\_ Number of Season Games \_\_\_\_\_ Tournament Games \_\_\_\_\_

Registration Fee \_\_\_\_\_ Booster Fee \_\_\_\_\_ Other Participant Cost/Obligation \_\_\_\_\_

Total Number of Participants \_\_\_\_\_ / Male Participants \_\_\_\_\_ Female Participants \_\_\_\_\_

Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Division \_\_\_\_\_ Participant Age \_\_\_\_\_ Number of Teams in Division \_\_\_\_\_

Opening Day \_\_\_\_\_ Playing Location(s) \_\_\_\_\_

Length of Game \_\_\_\_\_ Number of Season Games \_\_\_\_\_ Tournament Games \_\_\_\_\_

Registration Fee \_\_\_\_\_ Booster Fee \_\_\_\_\_ Other Participant Cost/Obligation \_\_\_\_\_

Total Number of Participants \_\_\_\_\_ / Male Participants \_\_\_\_\_ Female Participants \_\_\_\_\_

Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Please complete additional sheets as needed to provide information for all divisions.

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 of 650 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. 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: Southeastern Babe Ruth

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

Name of Park(s): Veterans Park

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:

**EXCEPTION(S)**

Length of Contract: From August 17, 2015 To October 24, 2015

Times (Daily Schedule) Field # 1

Monday From 3:00PM To 11:00PM  
Tuesday From 3:00PM To 11:00PM  
Wednesday From 3:00PM To 11:00PM  
Thursday From 3:00PM To 11:00PM  
Friday From 3:00PM To 11:00PM  
Saturday From 8:00AM To 11:00PM  
Sunday From 1:00PM To 11:00PM

Times (Daily Schedule) Field # 2

Monday From 3:00PM To Dark  
Tuesday From 3:00PM To Dark  
Wednesday From 3:00PM To Dark  
Thursday From 3:00PM To Dark  
Friday From 3:00PM To Dark  
Saturday From 8:00AM To Dark  
Sunday From 1:00PM To Dark

Times (Daily Schedule) Field # 3

Monday From \_\_\_\_\_ To \_\_\_\_\_  
Tuesday From \_\_\_\_\_ To \_\_\_\_\_  
Wednesday From \_\_\_\_\_ To \_\_\_\_\_  
Thursday From \_\_\_\_\_ To \_\_\_\_\_  
Friday From \_\_\_\_\_ To \_\_\_\_\_  
Saturday From \_\_\_\_\_ To \_\_\_\_\_  
Sunday From \_\_\_\_\_ To \_\_\_\_\_

Times (Daily Schedule) Field # 4

Monday From \_\_\_\_\_ To \_\_\_\_\_  
Tuesday From \_\_\_\_\_ To \_\_\_\_\_  
Wednesday From \_\_\_\_\_ To \_\_\_\_\_  
Thursday From \_\_\_\_\_ To \_\_\_\_\_  
Friday From \_\_\_\_\_ To \_\_\_\_\_  
Saturday From \_\_\_\_\_ To \_\_\_\_\_  
Sunday From \_\_\_\_\_ To \_\_\_\_\_

Times (Daily Schedule) Field # 5

Monday From \_\_\_\_\_ To \_\_\_\_\_  
Tuesday From \_\_\_\_\_ To \_\_\_\_\_  
Wednesday From \_\_\_\_\_ To \_\_\_\_\_  
Thursday From \_\_\_\_\_ To \_\_\_\_\_  
Friday From \_\_\_\_\_ To \_\_\_\_\_  
Saturday From \_\_\_\_\_ To \_\_\_\_\_  
Sunday From \_\_\_\_\_ To \_\_\_\_\_

Times (Daily Schedule) Field # 6

Monday From \_\_\_\_\_ To \_\_\_\_\_  
Tuesday From \_\_\_\_\_ To \_\_\_\_\_  
Wednesday From \_\_\_\_\_ To \_\_\_\_\_  
Thursday From \_\_\_\_\_ To \_\_\_\_\_  
Friday From \_\_\_\_\_ To \_\_\_\_\_  
Saturday From \_\_\_\_\_ To \_\_\_\_\_  
Sunday From \_\_\_\_\_ To \_\_\_\_\_

- 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 1<sup>st</sup>.
- 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.

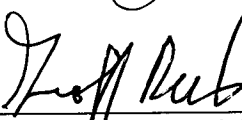
## **VIII. MISCELLANEOUS**

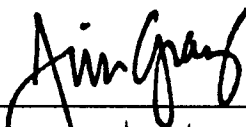
- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions,

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

  
\_\_\_\_\_  
COMMISSIONER, GENERAL SERVICES

  
\_\_\_\_\_  
Mayor 11/25/15

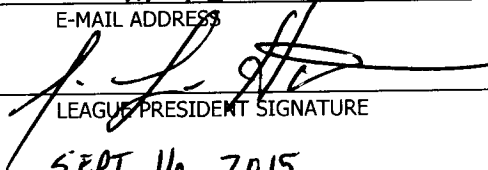
THADDEUS L. HART  
LEAGUE PRESIDENT (Print or Type Name)

4615 NICHOLASVILLE RD.  
STREET ADDRESS

LEXINGTON KY      40515  
CITY                                  STATE                                  ZIP CODE

859 621-9788      SAME  
WORK PHONE                                  HOME PHONE

THADDEUS.HART@AOL.COM  
E-MAIL ADDRESS

  
\_\_\_\_\_  
LEAGUE PRESIDENT SIGNATURE

SEPT. 16, 2015  
DATE



# Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
 DIVISION OF PARKS AND RECREATION  
 469 Parkway Drive Lexington, KY 40504

Reporting Year 2015

- Spring Season
- Summer Season
- Fall Season

## DIVISION & GENDER REPORT

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: SOUTHEASTERN BABE RUTH ... Number of Divisions 1

Division BABE RUTH Participant Age 13-15 Number of Teams in Division 5

Opening Day SEPT 8 Playing Location(s) VETERAN'S PARK

Length of Game 2 HRS Number of Season Games 60 Tournament Games 0

Registration Fee \$100 Booster Fee 0 Other Participant Cost/Obligation 0

Total Number of Participants 66 / Male Participants 66 Female Participants 0

Cost per Game										
Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		
1	\$47.50	\$47.50		0		6	\$3	\$18	\$65.50	\$ .99

Division \_\_\_\_\_ Participant Age \_\_\_\_\_ Number of Teams in Division \_\_\_\_\_

Opening Day \_\_\_\_\_ Playing Location(s) \_\_\_\_\_

Length of Game \_\_\_\_\_ Number of Season Games \_\_\_\_\_ Tournament Games \_\_\_\_\_

Registration Fee \_\_\_\_\_ Booster Fee \_\_\_\_\_ Other Participant Cost/Obligation \_\_\_\_\_

Total Number of Participants \_\_\_\_\_ / Male Participants \_\_\_\_\_ Female Participants \_\_\_\_\_

Cost per Game										
Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Division \_\_\_\_\_ Participant Age \_\_\_\_\_ Number of Teams in Division \_\_\_\_\_

Opening Day \_\_\_\_\_ Playing Location(s) \_\_\_\_\_

Length of Game \_\_\_\_\_ Number of Season Games \_\_\_\_\_ Tournament Games \_\_\_\_\_

Registration Fee \_\_\_\_\_ Booster Fee \_\_\_\_\_ Other Participant Cost/Obligation \_\_\_\_\_

Total Number of Participants \_\_\_\_\_ / Male Participants \_\_\_\_\_ Female Participants \_\_\_\_\_

Cost per Game										
Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Please complete additional sheets as needed to provide information for all divisions.

**Appendix B**

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF PARKS AND RECREATION  
469 Parkway Drive Lexington, KY 40504

Reporting Year \_\_\_\_\_  
 Spring Season  
 Summer Season  
 Fall Season

**LEAGUE FINANCIAL REPORT**

Report must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name \_\_\_\_\_

Total Number of League Participants \_\_\_\_\_

Number of Scholarships Awarded \_\_\_\_\_ Cost of Scholarships Awarded \_\_\_\_\_

Total Number of Games (Season & Tournaments) \_\_\_\_\_

Anticipated Annual League Budget \_\_\_\_\_

League Asset Balance at Beginning of Season: \_\_\_\_\_

**League Income**

Registration Fees (Sum of All Divisions): \_\_\_\_\_

Booster Fees (Sum of All Divisions): \_\_\_\_\_

Concession Revenue: \_\_\_\_\_

Fundraising Revenue: \_\_\_\_\_

Donations/Scholarships: \_\_\_\_\_

Other / \_\_\_\_\_: \_\_\_\_\_

Other / \_\_\_\_\_: \_\_\_\_\_

Other / \_\_\_\_\_: \_\_\_\_\_

**Total Income:** \_\_\_\_\_

**League Expense** (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: \_\_\_\_\_

Fundraising Expenses: \_\_\_\_\_

Paid Staff/ \_\_\_\_\_: \_\_\_\_\_

Other / \_\_\_\_\_: \_\_\_\_\_

Other / \_\_\_\_\_: \_\_\_\_\_

Other / \_\_\_\_\_: \_\_\_\_\_

Other / \_\_\_\_\_: \_\_\_\_\_

Other / \_\_\_\_\_: \_\_\_\_\_

**Total Expense:** \_\_\_\_\_

**Current League Asset Balance:** \_\_\_\_\_

League President: \_\_\_\_\_

Report Submitted by: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

## Appendix C

# **PARKS & RECREATION LEXINGTON, KY**

Lexington-Fayette Urban County  
Government  
Division of Parks & Recreation  
Jerry Hancock, Director

408 Parkway Drive  
Lexington, Kentucky 40504  
(859) 288-2900

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship; the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director  
Division of Parks & Recreation

## **Physical & Verbal Altercation Policy**

### **Leaders:**

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

### **Participants:**

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

### **Fans/Spectators:**

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

*If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.*

*The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.*

### **1. Fighting**

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight." Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

#### **A. Leaders**

**First Offense** - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

## **B. Participants**

**First Offense – (Adults: 18 & Over)** Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

**First Offense – (Youth: 17 & Under)** One (1) year suspension as a leader, participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

**Second Offense - (Youth: 17 & Under)** Suspension as a leader, participant and/or fan/spectator from all Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

## **C. Fans/Spectators**

**First Offense -** One (1) year suspension as a fan/spectator and participant from Lexington Parks and Recreation events/activities from the date of the incident. Lifetime prohibition from a leadership role in Lexington Parks and Recreation events/activities.

**Second Offense -** Lifetime suspension as a fan/sponsor, participant and leader from all related Lexington Parks and Recreation events/activities from the date of incident.

## **2. Verbal Abuse**

Lexington Parks and Recreation strives to create an environment that teaches individuals the art of good sportsmanship. Verbal abuse is defined as the intentional act of insulting another individual through oral measures with the aim of offending. If any abusive language or behavior is directed at others, those confrontational parties will be subject to the following disciplinary actions.

### **A. Leaders and/or Participants - (Adults: 18 & Over)**

**First Offense -** One (1) year suspension as a leader, participant or fan/spectator from Lexington Parks and Recreation events/activities from the date of the incident.

**Second Offense -** Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

### **B. Leaders and/or Participants - (Youth: 17 & Under)**

**First Offense -** Immediate suspension as a leader, participant and/or fan/spectator from event/activity and suspension from next scheduled program event/activity.

**Second Offense -** One (1) year suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities from the date of incident of the second offense.

**Third Offense -** Three (3) year suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in LFUCG Division of Parks and Recreation events/activities from date of incident.

## **3. Harassing Fans/Spectators**

Harassment is defined as, but not limited to, abusive language, tormenting of participants, and the baiting of individuals. The following set of actions will be implemented against harassing fans/spectators:

**First Offense -** Immediate ejection and two suspensions from next scheduled program in that event/activity.

**Second Offense -** One (1) year suspension as a participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities. Lifetime prohibition from a leadership role in Lexington Parks and Recreation events/activities.

**Third Offense -** Lifetime suspension as a leader, participant, and/or fan/spectator.

#### 4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

##### A. Leaders

**First Offense** - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

##### B. Participants

**First Offense - (Adults: 18 & Over)** One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

**Second Offense - (Adults: 18 & Over)** Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

**First Offense - (Youth: 17 & Under)** Suspension from the next two (2) scheduled program events/activities.

**Second Offense - (Youth: 17 & Under)** One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

**Third Offense - (Youth: 17 & Under)** Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

#### 5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

#### 6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.



**PARKS  
& RECREATION  
LEXINGTON, KY**

**Policy: *Participant Protection***

Policy Number: 1.4.1-2012

Page: 1 of 4

Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by: 

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

**Purpose**

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

**Scope**

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

**Policy**

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchises, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

Any recent act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation; or An act or failure to act which presents an imminent risk of serious harm.

Source: <http://www.childwelfare.gov/pubs/factsheets/whatiscan.cfm>

The Kentucky Unified Juvenile Code KRS 600.020 states:

(1) Abused or neglected child means a child whose health or welfare is harmed or threatened with harm when his parent, guardian, or other person exercising custodial control or supervision of the child:

- (a) Inflicts or allows to be inflicted upon the child physical or emotional injury as defined in this section by other than accidental means;
- (b) Creates or allows to be created a risk of physical or emotional injury as defined in this section to the child by other than accidental means;
- (c) Engages in a pattern of conduct that renders the parent incapable of caring for the immediate and ongoing needs of the child including, but not limited to, parental incapacity due to alcohol and other drug abuse as defined in KRS 222.005(12);
- (d) Continuously or repeatedly fails or refuses to provide essential parental care and protection for the child, considering the age of the child;
- (e) Commits or allows to be committed an act of sexual abuse, sexual exploitation, or prostitution upon the child;
- (f) Creates or allows to be created a risk that an act of sexual abuse, sexual exploitation, or prostitution will be committed upon a child;
- (g) Abandons or exploits the child;
- (h) Does not provide the child with adequate care, supervision, food, clothing, shelter, education or medical care necessary for the child's well-being. A parent or other person exercising custodial control or supervision of the child legitimately practicing the person's religious beliefs shall not be considered a negligent parent solely because of failure to provide specified medical treatment for a child for that reason alone. This exception shall not preclude a court from ordering necessary medical services for a child

## Areas of Responsibility

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust.

## Procedure

### Recommended Best Practice Guidelines

1. Parents and guardians should be encouraged to support and attend their child's programs, games, and practices.
2. All practices, games, and programs should be open to observation by parents and guardians at all times. Parents and family members may not cause a disturbance with the program while observing or they may be asked to leave.
3. Two-deep leadership; at least one coach and one other adult should be present at all of the programs, practices, or activities.
4. In providing two-deep leadership; at least two of the adults should not be closely related family members.
5. All interaction between leaders and program participants should occur in an open and observable environment. Some programs may be designated to provide services to clients/participants that require personal hygiene care. In specified programs, trained leaders,

staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.

6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays; they should be of the same gender and similar age.
8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(5)(c) & KRS 620.030 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designee representative; the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

**If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-597-2331 or another agency as identified above.**

All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 288-2963 and/or email Deputy Director of Parks [ccoopermider@lexingtonky.gov](mailto:ccoopermider@lexingtonky.gov). Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Common acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect, you should call the child protection hotline for help whether a specific incident must be reported. KRS 620.050(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely report child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neglect booklet to help with additional questions that is available on line:

<http://chfs.ky.gov/nr/rdonly/res/0984fd14-a494-4055-9c10-98cdd433f8c9/0/childabuseandneglectbooklet.c>

**Resource(s)**

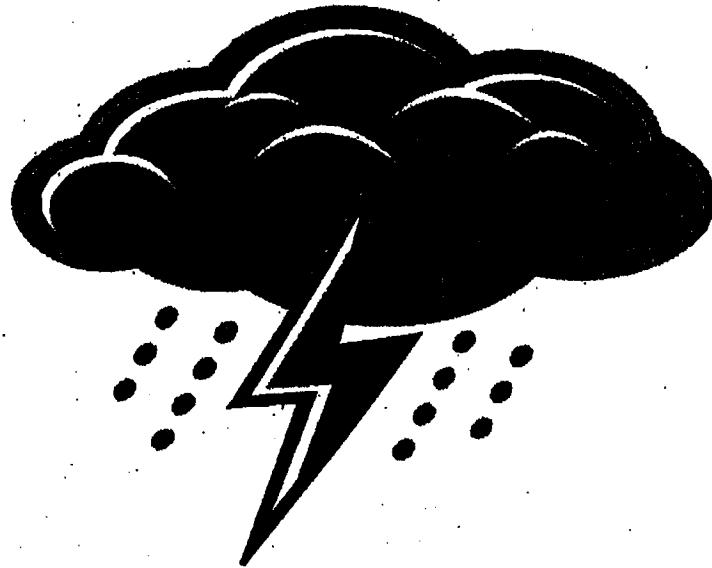
Kentucky Cabinet for Health and Family Services --“Child Abuse and Neglect Booklet”

U.S. Department of Health and Human Services, Children’s Bureau – Child Welfare Information Gateway [www.childwelfare.gov](http://www.childwelfare.gov)

U.S. Department of Health and Human Services, Children’s Bureau- “Immunity for Reporters of Child Abuse and Neglect: Summary of State Laws Booklet”

**Review Record**

Reviewer:	Date:	Result: no change revise discar
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**Lexington-Fayette Urban County Government  
Division of Parks and Recreation**

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including playground directors, umpires, tennis instructors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

**SEVERE WEATHER POLICY**

The on-site supervisor must delay or cancel activity at the first sight of lightning or sound of thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.