

emailed sig. sheet
on 3/2/15

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 Eastern Little League ("the League"), a Kentucky non-profit corporation with an address of 956 Turkey Foot Rd., 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: Eastern Little League

Big Band & Jazz Concert
Every Tuesday July 7-end
of August

Name of Park(s): Ecton Park / Lansdowne-Merrick 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: Mary Todd Field

Name/location of Field # 6:

EXCEPTION(S)
Ecton Park
Kirklevington Park
Spangler Dr Field &
Redding Rd Field
March 1 - April 12
Mon-Fri 3:00pm - Dark
Saturday 8:00am-Dark
Sunday 1:00pm-Dark
Southland Park Field
March 1 - April 12
Mon-Fri 3:00pm-Dark
Saturday 8:00am-Dark
Sunday 1:00pm-Dark

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

Times (Daily Schedule) Field # 1

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 12:00PM To Dark

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 12:00PM To Dark

Times (Daily Schedule) Field # 3

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 # 4

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 # 5

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

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 _____

Weekday Games start
at 4:00pm.
Batting Cages at
Ecton Park: No use
before 8:00am -
Signage must be
posted by league.
Parking at Ecton Park
strictly enforced by
police. Illegal parking
subject to towing/ticket

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 ^{sell} sale goods, food, or beverages at the Facilities unless it enters a separate, written Concession Agreement with LFUCG and complies with the terms of such.
 - f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
 - g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
 - h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
 - i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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


VII. MODIFICATION AND TERMINATION

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

VIII. MISCELLANEOUS

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

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



 DIRECTOR, DIVISION OF PARKS AND RECREATION



 COMMISSIONER, GENERAL SERVICES

Mindy Woodall

 LEAGUE PRESIDENT (Print or Type Name)

3121 Warrenwood Wynd

 STREET ADDRESS
 Lexington Ky 40502

 CITY STATE ZIP CODE

296-9663

 WORK PHONE HOME PHONE

mindy.woodall68@gmail.com

 E-MAIL ADDRESS



 LEAGUE PRESIDENT SIGNATURE

March 2, 2015

 DATE

CERTIFICATE OF LIABILITY INSURANCE

DATE 3/13/15

Keystone Risk Managers, LLC
 1995 Point Township Drive
 Northumberland, PA 17867

CERTIFICATE # 3170307-1

1 17 03

ADDITIONAL NAMED INSURED:

LEXINGTON EASTERN LL
 MINDY WOODALL
 3121 WARRENWOOD WYND

LEXINGTON KY 40502

INSURERS AFFORDING COVERAGE:

INSURER A: LEXINGTON INSURANCE COMPANY

INSURER B: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (Non-Liability)

INSURER C: AIG SPECIALTY INSURANCE COMPANY

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS		
A	X	GENERAL LIABILITY	011225810	2/25/2015	1/01/2016	EACH OCCURRENCE	\$1,000,000	
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000	
		X INCL. PARTICIPANTS				PROPERTY DAMAGE DEDUCTIBLE: \$250	PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE					SEXUAL ABUSE OCCURRENCE	\$1,000,000
							SEXUAL ABUSE AGGREGATE	\$2,000,000
		MEDICAL PAYMENTS				ANY ONE PERSON		
A	X	DIRECTORS & OFFICERS	17602157	1/01/2015	1/01/2016	EACH LOSS	\$1,000,000	
						AGGREGATE	\$1,000,000	
A	X	CRIME COVERAGE	011408714	1/01/2015	1/01/2016	EACH LOSS	\$35,000	
			Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE	
B		SPORTS EXCESS ACCIDENT				As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess	

"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 respect to 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 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
- 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:

- LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DISTRICT
- FAYETTE COUNTY PUBLIC SCHOOL

INSURED

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

[Signature]
 AUTHORIZED REPRESENTATIVE

ENDORSEMENT

**THIS ENDORSEMENT EFFECTIVE: 1/01/2015 AT 12:01 AM
FORMS A PART OF POLICY NO.: 011225810
ISSUED TO: LITTLE LEAGUE BASEBALL RISK PURCHASING GROUP, INC.
BY: LEXINGTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

ADDITIONAL INSUREDS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of an additional premium of \$N/A it is hereby agreed the following are added as Additional Insureds.

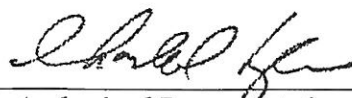
Co-promoters

Sponsors

Landlords **Lexington Fayette Urban County Government
200 E Main Street
Lexington, KY 40507**

Entertainers

All other terms and conditions remain unchanged. But only to the extent that liability results from negligence of the Named Insured.



Authorized Representative

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 Cal Ripken Baseball _____ ("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.

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- 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

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- 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.
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- 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.

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- 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.

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

Name of League: Southeastern Cal Ripken Baseball

Name of Park(s): Veterans Park / Meadowbrook Park / River Hill Park

Name/location of Field # 1: Bambino Field at Veterans

Name/location of Field # 2: Bambino Field at Veterans

Name/location of Field # 3: Bambino Field at Veterans

Name/location of Field # 4: Bambino Field at Veterans

Name/location of Field # 5: Meadowbrook Field

Name/location of Field # 6: River Hill Park/ Crosby Field (practice field only)

EXCEPTION(S)
 BGSB
 Softball Tournament
 Veterans July 11-12
 8U Tournament
 July 17-19
 12U Tournament
 July 31 - August 2
 Veterans Fields
 TBD by BGSB

Length of Contract: From March 1, 2015 To July 31, 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 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 # 3

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 # 4

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 # 5

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

Times (Daily Schedule) Field # 6

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

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

circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

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

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

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

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

VII. MODIFICATION AND TERMINATION

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

VIII. MISCELLANEOUS

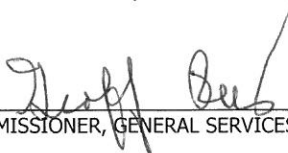
- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions,

undertakings, or understandings, either oral or written, between them other than those herein set forth.


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



DIRECTOR, DIVISION OF PARKS AND RECREATION



COMMISSIONER, GENERAL SERVICES




LEAGUE PRESIDENT (Print or Type Name)
648 POPLAR SPRINGS LANE

STREET ADDRESS
LEX KY 40515

CITY STATE ZIP CODE
~~for~~ 606-571-6442

WORK PHONE HOME PHONE
rtorbey@gmail.com

E-MAIL ADDRESS


LEAGUE PRESIDENT SIGNATURE
4-6-15

DATE

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

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

PRODUCER K&K INSURANCE GROUP, INC. 1712 MAGNAVOX WAY PO BOX 2338 FORT WAYNE IN 46801		CONTACT NAME: Cheryl Pettibone PHONE (A/C, No. Ext): 800-736-7358 FAX (A/C, No): E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com	
INSURED MEMBER NO: SOUTHEASTERN CAL RIPKEN LEAGUE DBA: Southeastern Lexington Cal Ripken PO Box 23466 Lexington, KY, 40523		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:	

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		RPG-266488-00	02/01/2015 12:01 AM	02/01/2016 12:01 AM	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 PARTICIPANT LEGAL LIABILITY \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RPG-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)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	PARTICIPANT ACCIDENT			SPP-266489-00	02/01/2015 12:01 AM	02/01/2016 12:01 AM	AD&D \$ 10,000 PRIMARY MEDICAL \$ 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 LFUCG 200 East Main Street 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 	
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