

FIELD USE AGREEMENT

BETWEEN

THE CITY OF BEEVILLE

and

Beeville Little League

FOR

USE OF the CITY OF BEEVILLE LITTLE LEAGUE SPORTS COMPLEX

APRIL 2012 - APRIL 2017

**COOPERATIVE USE AGREEMENT BETWEEN
THE CITY OF BEEVILLE AND BEEVILLE LITTLE LEAGUE.**

GOALS

The City of Beeville (CITY) and the Beeville Little League (BLL) recognize the following priorities for the use of district facilities namely, the facilities and fields at the City of Beeville Little League Sports Park.

- A. To recognize that all CITY facilities and fields as important community resources that should be used year round as many hours of the day as feasible, tempered only by the budgetary constraints of both parties. To make CITY facilities and field use by the BLL as simple and user friendly as possible and to facilitate cooperation between the City, BLL and the community at-large.
- B. To maximize the use of the facilities while eliminating the duplication of resources and programs in order to conserve public funds.

So this lease agreement is entered into by and between the City of Beeville (CITY) acting through its duly authorized City Manager or designee and Beeville Little League (Lessee) acting through its duly authorized President of Lessee.

Section 1. TERM OF AGREEMENT.

This agreement shall stay in effect until amended by agreement of both parties and is subject to an annual review at the request of either party under this understanding until the year 2016 unless sooner terminated as set out. At this time, renegotiation of this agreement must occur by both parties.

Section 2. HOURS OF USE

A. City facilities will be available for BLL activities based on the above priorities. Annual and Seasonal league schedules should be provided in writing to the CITY.

B. The coordinating and scheduling of facilities and fields for all activities will remain the responsibility of BLL. All other scheduled requests of field use or facilities by other entities should be in writing. The primary contact will be the Park Director _____.

C. All CITY facilities mentioned when not needed for BLL programs and which are suitable for public use, shall be made available on a year-round basis provided request are made in writing and approved by the City Manager.

D. This lease may not be, in whole or in part assigned, directly or indirectly. All agreements must be approved by the Beeville City Council.

Section 3. OPERATIONAL GUIDELINES

Because the City has funded the creation of the new BLL Sports Complex, these facilities and fields will also be made available for use by community groups when requested in writing. It is

agreed that the City and BLL will work under the following guidelines subject to the good will and positive working relationship that underlines all of the dealing between the City and Community Programs.

- A. Lessee shall pick up and properly dispose of litter on a daily basis whenever the premises are being used.
- B. Lessee must immediately report any vandalism to the City Manager or designee and the Beeville Police Department.
- C. Lessee shall keep fully operational and in good repair the fields by dragging the infields with a drag and tamping home plate and the Pitchers mound after each use. Irrigation systems will be managed by the City. Coupler links are available for use for field watering before and after games.
- D. BLL shall be responsible for providing adequate supervision for all its sponsored activities and shall make reasonable efforts to keep the fields clean of trash.
- E. The CITY reserves the right to limit and restrict uses of the Sports Complex property and deny use to any individual user or organization who damages the facility or equipment.
 - a. Alcohol, tobacco, drugs, weapons and firearms are prohibited on all City property. (allowing smoking?)
 - b. The City provides equal access to all its facilities.
- F. BLL will each be responsible for locking and unlocking gates of the facilities for its respective sponsored programs. It will be a mandatory requirement that the fields are locked up each evening after use.
- G. Lessee must maintain a First Aid kit on premises.
- H. Lessee shall complete and submit the attached Exhibit D, standard of Maintenance to the Park Director no later than March of each year.

Section 4. Maintenance

- A. It shall be the CITY's responsibility to provide grass cutting services and other maintenance items associated with the field upkeep including an irrigation, and fertilizer schedule. BLL will be responsible for lining fields for play. BLL will also be responsible for checking restrooms after games, dragging fields each evening and tamping down home plate. Trash around restrooms, bleachers, and concession shall be picked up by BLL.
- B. In the event of wet fields. The Parks Director has the sole discretion to determine if the fields are playable. Playing on wet fields could damage turf and clays and therefore the City reserves the right to call off scheduled games. If games are called off and BLL officials are not present, the named designee will be contacted immediately.
- B. It shall be the BLL responsibility to leave the facilities and fields in a neat and orderly condition after use of BLL sponsored events.
- C.

Section 5. Construction

No construction or modifications may be made at the Premises, no drilling, excavation, or penetration of the soil surface may be conducted at the premises nor make any additions or alterations to the Premises or any improvements without the city manager or designee's prior written approval.

Section 6. Insurance/Hold Harmless

BLL agrees to indemnify and hold harmless the City from any and all claims, including costs and expenses necessarily incurred in the defense thereof, inclusive of any appeals, arising out of the

BLL operations, programs or services conducted on CITY property, and caused by the BLL negligence or conduct. (Frank, should the city be named in any insurance clause or is this even necessary?) *yes*

In the event a claim or claims is made against both parties, the parties agree to mutually cooperate in the defense thereof and shall pro-rate any claimed liability or cost or expense as they mutually determine to be fair and equitable or as may be adjudged. *Then Insurance indemnifies the CITY*

Section 7. Inspections

The BLL Sports Complex will undergo an annual inspection of the fields and facilities. Any damage verified during the period during the scheduled season should be reported to the Park Director immediately and may be the responsibility of the league to fix immediately. If an inspection reveals that maintenance is not being properly carried out, the director or designee may provide written notice to Lessee demanding compliance and also assessing a fee of \$250. *2*

- A. Lessee shall require that all if its coaches and other volunteers shall complete a state or nationally recognized, or Parks Director approved, parent and coach sportsmanship program.

Section 8. LESSEE LIABILITY INSURANCE.

Lessee must furnish to the City Manager, 2 (two) copies of Certificates of Insurance with the city named as an additional insured for all liability policies and a blanket waiver of subrogation on all applicable policies showing the following coverage by insurance company acceptable to the city manager.

- A. In the event of an accident of any kind, the lessee must furnish the City manager with copies of all reports of any accident within ten (10) day of the accident.
- B. The name of the the facility being leased must be listed under "description of operations. At a minimum, a 30 day written notice of termination, non renewal material change or cancellation is required.

Executed in Duplicate, each of which shall be considered an original on the

_____ day of _____, 2012

City of Beeville

Beeville Little League

Mayor

President

Date

Date

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City Designated Contact

BLL Designated Contact (President)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Phone:

Phone:

**List of Current officers and Board of Directors and by-laws.**

Lessee must submit its current list of offices and board of directors (list) to the City manager by March 1 of each year of this Lease. The list must contain each person's title, name, address, home phone and cell phone and email address. Lessee must notify the City manager in writing immediately if there are any changes in the officers or board of directors. Lessee must provide the City Manager with a copy of the current bylaws and immediately provide the city manager with any amendments to the bylaws.