



SPORTS LEAGUE AGREEMENT
FOR USE OF
THE PROPERTY AND FACILITIES OF
CALVERT CITY, KENTUCKY

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between THE CITY OF CALVERT CITY, KENTUCKY, of P. O. Box 36, Calvert City, Kentucky 42029, by and through the Chairman of the City Parks, Playgrounds, and Recreational Board, Karen Fitzgerald, (hereinafter "City") and

(Name of organization)

of _____, by and through its
(Address)

authorized representative, _____
(Name and office of representative)

_____, (hereinafter "League").

W I T N E S S E T H:

WHEREAS the League desires to make use of the City's _____

(Location and identity of City property and/or facilities) ("Facilities").

for the purpose of conducting _____
(Description of activity and age group)

_____ ; and,

WHEREAS the League desires to make use of the Facilities on the dates and at the times set forth on **Exhibit "A"**; and

WHEREAS the City has determined that the activities proposed by the League will not interfere with the City's public use of the Facilities.

NOW THEREFORE IN CONSIDERATION OF the aforestated premises and the hereinafter stated terms and conditions, the parties hereby agree as follows:

1. **RENTAL:** The League hereby agrees to pay to the City the sum of \$_____ as rental for the referenced facilities on the dates and at the times set forth on Exhibit "A". Said rental shall be paid to the Calvert City Clerk/Treasurer on or before the _____ day of _____, 20_____.

2. **CONTACT PERSONS:** In the event that the City needs or desires to contact the League or notify the League of any cancellation, change, complaint, or other right or obligation of the City set forth herein, the City may contact _____
(Name of primary contact person)
at _____ or _____.
(Address) (Telephone number)

In the event that the aforesaid person cannot be reached at the stated telephone number(s) within a reasonable time (considering the purpose and nature of the contact), the City may contact or notify any person identified on **Exhibit "B"** hereto, and such contact or notification shall constitute contact or notification of the League.

3. **OFFICIALS:** The League shall provide appropriately trained officials at all games sponsored by the League or its members. The League acknowledges that the City has no duty to and will not provide supervision of any practice, game or other events sponsored by the League.

4. **FEES AND CHARGES FOR PARTICIPATION:** All fees and charges (including equipment and uniform security deposits) to be paid by members and/or participants in the League's activities are specifically and completely set forth on **Exhibit "C"** hereto. No other fees or charges may be levied by the League upon its members or participants, unless specifically approved by the City, in writing. [These provisions shall apply only to those fees and charges to be paid by members and/or participants who will make use of the Facilities during the course of League activities.]

5. **ELIGIBILITY REQUIREMENTS:** A complete and detailed set of the Leagues rules and regulations governing eligibility in the League's activities (including but not limited to age, residence, experience, and the identity of the Board and entity responsible for determining eligibility), is attached hereto as **Exhibit "D"**. Said rules and regulations may not be altered, modified, enlarged, diminished or amended by the League, without the express written consent of the City.

6. **SAFETY PRECAUTIONS AND EQUIPMENT:** The League shall require its participants, coaches and leaders to exercise all ordinary and reasonably necessary safety precautions, and to utilize all ordinary and reasonably necessary safety equipment in the conduct of League activities. Further, the League shall adopt and enforce adherence to all safety precautions and use of all safety equipment recommended or specified by any sponsoring or sanctioning organization or entity.

7. **USE OF VEHICLES:** The League shall not authorize or allow its participants, coaches or leaders to operate any vehicle, licensed or otherwise, off roadways in the public parks of the City, except as set forth on **Exhibit "E"** hereto.

The League shall not authorize its participants, coaches or leaders to operate any unlicensed or other off-road vehicle, including but not limited to all-terrain vehicles, motorized bicycles, off-road surface vehicles or golf carts upon City property, except as set forth in **Exhibit "E"** hereto.

Exhibit "E" provides a complete and exclusive list of the vehicle(s) to be authorized, the name(s) of the owner(s), and the name(s) of all operators who will be operating said vehicles on behalf of the League (the League represents that all listed persons are at least 16 years of age and possess a valid vehicle operators license). No other use of off-road vehicles shall be allowed by the League.

The City will issue a registration number card which must be conspicuously displayed upon each authorized vehicle prior to and during use in the City's parks.

Any violation of this section by the League shall be cause for the immediate revocation of authority to operate vehicles in the City's parks.

Under no circumstances shall a vehicle be brought into the confined space of a building owned by the City.

8. **MANAGEMENT RIGHTS:** It is understood and agreed that the City hereby reserves the right, **but not the duty**, to control and manage all of the property and facilities of the City and to enforce all necessary and proper rules for the management and operation of same and for its authorized representatives to enter the Facilities hereby demised to the League at any time and on any occasion. The City also reserves the right, **but not the duty**, to its duly appointed representatives and employees to eject any objectionable person or persons from the premises. The League hereby waives any and all claims for damages against the City or any and all of its officers, agents, or employees resulting from the exercise of any authority reserved by the City herein.

9. **FOOD AND DRINK SERVICES:** No food or drink services are to be provided, directed or authorized by the League other than those identified on **Exhibit "F"** hereto, and subject to the terms and conditions identified on said Exhibit. Further, no alcoholic beverages shall be consumed upon the City's property or premises; and the League shall take all reasonable measures and precautions in order to assure that no alcoholic beverages are so consumed and that any and all intoxicated persons are removed from the premises. To the extent that civil liability otherwise might be imposed upon the City or the League pursuant to any applicable civil law(s), the League hereby accepts all liability and responsibility for any and all personal injury (including death) and damage to property which may occur as a result of, or be related to, the provision of food and drink services by, or authorized by, the League; and the League further specifically acknowledges that the Hold Harmless provisions of this Agreement shall apply in the case of any food and drink services provided by, or authorized by, the League.

10. **PROPER USE:** The League shall use and occupy the property and Facilities in a safe and careful manner and shall not do any act or allow any acts to be done which will in any

way mar, deface, alter or injure any part of the City's property or the Facilities. The League is strictly prohibited from allowing to be driven any nails, hooks, tacks or screws in any part of said premises.

11. **COMPLAINTS:** Should the League, its members, guests, participants or representatives have any complaints concerning the condition or availability of the Facilities, such complaints shall be made directly to the City Administrator, Chairman of the Calvert City Parks, Playground and Recreational Board (hereinafter, "Parks Board"), or Mayor, as available. In no event shall complaints or requests be directed to other persons employed by the City.

12. **TOURNAMENTS AND SPECIAL EVENTS:** All tournaments and special events to be sponsored by the League are set forth on **Exhibit "A"** hereto [the participation in any tournament or special event by non-league teams is indicated on **Exhibit "A"**.] Any unanticipated tournaments or special events which the League may wish to sponsor during the term of this agreement shall first be approved, in writing, by the Chairman of the Parks Board. Further, prior to any tournament or special event, the League shall provide to the Parks Board such information concerning the logistics, participation and details of such tournament or event as the Parks Board may request, in writing. Within a reasonable time prior to any tournament or special event, the Parks Board shall determine whether and to what extent such event is likely to involve more persons and/or vehicles than the demised premises is equipped to accommodate, or for which extraordinary management and control may be required. In such event, the League shall propose to the Parks Board a plan for the management, control and accommodation of such persons and/or vehicles; which plan must receive the written approval of the Chairman of the Parks Board prior to such event.

13. **USE OF PARKING FACILITIES AND PASSWAYS:** The League shall take all reasonable steps and precautions to assure that its members, participants, officials, representatives and spectators are aware of, and obey all applicable parking and traffic control rules and regulations.

14. **RESPONSIBILITY FOR DAMAGES:** Upon termination of this Agreement and at the conclusion of each scheduled practice, game or event, the League will return the property and Facilities to the City in as good a condition and repair as they were at the beginning of the term of this Agreement, ordinary wear and tear excepted. If the Facilities or any portion of the Facilities, during the term of this Agreement, shall be damaged by the act, fault, or negligence of the League or its agents, members, participants, officials, representatives, spectators, or any persons admitted to the premises by the League, the League will pay to the City, upon demand, such sum as shall be necessary to restore the property and Facilities to their present condition. Further, the League hereby agrees to provide responsible supervision at all practices, games and events sponsored by the League, in order to provide reasonable control and oversight of persons admitted to the property or Facilities during their use by the League.

15. **SECURITY DEPOSIT:** Upon execution of this Agreement, the League shall deposit with the City the sum of \$_____ ; which security deposit may be refundable to the League in the event that no damages, repairs, exceptional cleaning or any other unforeseen or unexpected expenses have occurred as a result of the League's activities and/or use of the City's property and/or the Facilities. The security deposit, or a portion thereof, shall be refunded only at the direction of the City Administrator, but no later than sixty (60) days after the termination of this Agreement, if a refund is to be made.

16. **ADVERTISEMENT:** The advertising of any activity conducted by the League upon the property and/or premises of the City shall clearly indicate that the activity is sponsored by the League, with the City being listed only as the place of the activity. The City shall not be advertised as a sponsor of such activity.

17. **CANCELLATION:** If at any time in the judgment of the Mayor, the City Administrator, or the Chairman of the Parks Board, the use of the premises by the League is illegal, indecent, obscene, immoral, or in the reasonable judgment of such person(s) presents, or may present, a clear and present danger to persons or property, such person(s) may direct that the League either cease and desist from continuing such objectionable use, or may, without liability,

cancel and/or terminate the practice, game or event otherwise scheduled by the League. Further, the City reserves the right to interrupt and/or temporarily cancel this Agreement and/or any event scheduled hereunder, should the City have emergency need for the use of the Facilities, as determined in the City's sole discretion. In such event, the City will make all reasonable efforts to provide temporary/substitute facilities, should the City have such facilities available. The League hereby releases the City and its officers, agents, employees and representatives from any loss or damage occasioned by such cancellation.

18. **WAIVER OF CLAIMS:** The League hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system, HVAC system, steam system, electrical system or ventilation system leading to, from or on the demised premises. In the event the Facilities or any part thereof are damaged by fire or if for any other reason, including strikes, failure of utilities, or act of God, which, in the judgment of the Mayor, City Administrator, or Chairman of the Parks Board, renders the fulfillment of this agreement by the City more burdensome upon the City or impossible, the League hereby expressly releases and discharges the City and its agents from any and all demands, claims, actions and causes of action arising from any of the aforesaid causes.

19. **DAMAGE AND LOSS OF PROPERTY:** The City, its officers, agents, employees and representatives shall not be held responsible for damage to, or loss of, property brought onto the City's property and/or Facilities, nor shall any of them be held responsible for injuries to any one which may occur on City property as a result of the League's activities.

20. **HOLD HARMLESS:** To the fullest extent permitted by law, the League agrees to indemnify and hold the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City, harmless from and against all loss, costs, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons; or the damage or destruction of any property, including the loss or use

thereof, based on any act or omission, negligent or otherwise, of the League, or anyone acting in its behalf in connection with or incident to the use of the City's property by the League, regardless of whether a claim is made that the City or its employees were negligent. Further, the League shall, at its own costs and expense, defend any such claim and any suit, action or proceeding which may be commenced thereunder, and the League shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense, including but not limited to, costs, attorney's fees and settlement expenses which may be incurred therein.

21. **INSURANCE:** The League shall provide a certificate of insurance to the City, certifying that the City, its officers and employees, are named insureds in a general liability policy with an insurance company acceptable to the City, insuring the League and the City against all risks resulting from the League's use of the City's property and/or the Facilities. Further, in the event that such general liability policy excludes athletic injuries, the League shall provide accidental injury insurance naming the City, its officers, and employees, as insureds, and insuring against any and all athletic injuries occurring during or in conjunction with any athletic contest or practice. Said insurance shall have limits of not less than \$1,000,000.00 for one or more persons personally injured in one occurrence or accident and \$500,000.00 for property damage in any one occurrence or accident. Such insurance policy shall contain a cancellation clause requiring no less than thirty (30) days minimum notice prior thereto, in writing, directly to the City at City Hall, Calvert City, Kentucky. Further, such policy shall provide coverage on an "occurrence" basis, rather than a "claims made" basis.

Any additional insurance required by the City (e.g. workers compensation, motor vehicle liability, contractual liability, etc.) and the specific requirements thereof, are set forth on **Exhibit "G"**, attached hereto.

22. **TERMINATION:** Should the League or any of its officers, partners, members, participants, coaches, leaders, agents or representatives breach any term or provision herein, the City may terminate this Agreement by giving written notice of such termination to the League at the address first recited above. Such notice of termination shall be effective upon hand delivery

to one of the Contact Persons identified in numbered paragraph 1. or **Exhibit “B”** of this Agreement, or forty-eight (48) hours after mailing notice to such Contact Person, by first class mail.

23. **ASSIGNMENT:** The League shall not assign its rights, duties or obligations under this agreement, nor allow any use of said premises, other than herein specified, nor sublet the Facilities or any part thereof without the written consent of the City.

24. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement by and between the parties.

25. **LIMITATION OF AGREEMENT:** Neither the Authorized Representative, nor any officer or Board member of the League assume any liability or responsibility for the duties or obligations of the League, set forth herein; nor shall such persons be personally liable for damages, hold harmless or other provisions within this Agreement.

IN WITNESS WHEREOF, the parties have caused the signatures of their authorized representatives to be affixed hereto as of the day and year first written above.

CITY OF CALVERT CITY, KENTUCKY

BY: _____
Chairman, Calvert City Parks,
Playgrounds, and Recreation Board

Name of League (or organization)

BY: _____
Authorized Representative/Title

COMMONWEALTH OF KENTUCKY

COUNTY OF MARSHALL

Subscribed, sworn and acknowledged before me by _____, known by me to be the Chairman of the Calvert City Parks, Playgrounds and Recreation Board, this _____ day of _____, 20____.

My commission expires:_____.

Notary Public
Commonwealth of Kentucky at Large

COMMONWEALTH OF KENTUCKY

COUNTY OF MARSHALL

Subscribed, sworn and acknowledged before me by _____, known by me to be the _____ of _____, this _____ day of _____, 20____.

My commission expires:_____.

Notary Public
Commonwealth of Kentucky at Large

The foregoing Agreement was prepared by Gregory K. Northcutt, Attorney at Law,
P. O. Box 996, Calvert City, KY 42029.

Gregory K. Northcutt

EXHIBIT "A"

SCHEDULE OF USE

Season Dates: _____

Games will be held on: Sunday Monday Tuesday Wednesday Thursday Friday Saturday
(Circle Regular Game Days)

Game times will be from _____ am / pm to _____ am / pm
on _____ days.

Practice will be held on: Sunday Monday Tuesday Wednesday Thursday Friday Saturday
(Circle Practice Days)

Practice times will be from _____ am / pm to _____ am / pm
on _____ days.

Make up game date: _____ **from** _____ **to** _____.
mm/dd/yy time

Make up game date: _____ **from** _____ **to** _____.
mm/dd/yy time

Make up game date: _____ **from** _____ **to** _____.
mm/dd/yy time

Make up game date: _____ **from** _____ **to** _____.
mm/dd/yy time

Make up game date: _____ **from** _____ **to** _____.
mm/dd/yy time

Make up game date: _____ **from** _____ **to** _____.
mm/dd/yy time

Note: No 24-hour period may be reserved unless the dates are identified as a special event and approved by a separate agreement authorized by the Chairman of the Park Board.