

Facility Use Agreement
DeBary Babe Ruth and the City of DeBary

WHEREAS, the City of DeBary is agreeable to allowing the DeBary Babe Ruth use of said facilities on park property owned or leased by the City of DeBary; and

WHEREAS, it is desirable that the respective duties and responsibilities of the respective parties be set forth in a written agreement; and

WHEREAS, both parties hereto are in agreement that the services and instruction rendered by DeBary Babe Ruth and the land provided by the City of DeBary are for the good and betterment of the community and in the best interest of the public;

NOW, THEREFORE, the City of DeBary, Florida, herein after referred to as “City” and DeBary Babe Ruth, hereinafter referred to as “League”, agree as follows:

WITNESSETH:

1. For and in consideration of the covenants herein contained, the City does hereby agree to the use of certain City recreation facilities by the League as described herein, to wit: Rob Sullivan Community Park ball fields #1, 2, and 3 and Bill Keller Park ball fields #1, 2, and 3; and as future and post-season League use dictates. The League must supply the City with any League use requests a minimum of two weeks in advance to confirm date, time and location of needs.
2. This agreement shall extend from March 1, 2016 to February 28, 2017, hereof and shall be subject to written requested renewal by exchange of letters, provided that either party may cancel the Agreement at will and in its sole discretion upon thirty (30) days written notice. Renewal of this Agreement shall be conditioned upon the following terms:
 - A. That both parties shall be willing to renew the Agreement.
 - B. That a request for renewal shall be made in writing by DeBary Babe Ruth in December of each year.
 - C. The League shall furnish the following information:
 - (1) A financial report covering the prior period of the Agreement, indicating the complete expenditures of the League.
 - (2) A statement relative to the goals set for the coming year and how they are proposed to be accomplished.
3. The League agrees to and will at all times indemnify, save and hold harmless the City of DeBary from all liability, claims, demands, damages and costs of every kind and nature, including attorney’s fees at trial or appellate levels and all court costs arising out of injury to or death of the League’s employees, agents, invitees, guests, members, and youth players, and damage to any and all property, including loss of use thereof, resulting from

or in connection with activities or use of the above facilities by the League, its agents, servants, employees, volunteers, members, guests, invitees or youth players, or resulting from the negligence, intentional torts, and criminal actions of the League, its agents, servants, employees, volunteers, members, guests, invitees and youth players. The League and the City acknowledge and agree that the League is solely responsible for the reasonable supervision, control, protection and safety of the League's agents, servants, employees, volunteers, members, guests, invitees and youth players. The League shall upon request from the City, defend and satisfy any and all suits arising from the League's use of the premises. This paragraph & all indemnification and hold harmless provisions of this agreement shall survive the termination and expiration of this Agreement.

4. The City agrees to:

A. Maintain the playing fields in accordance with the standards deemed appropriate by the City to include, but not limited to mowing. Any other requests or instructions must be submitted in writing by the League and approved by the City.

B. Also provide:

- (1) Maintenance of water fountains.
- (2) Preventative maintenance and management of turf grass within areas specified for use.
- (3) Access to field tools and other tools as required providing field lining.
- (4) One set of bases per field (League will provide extra sets).
- (5) Maintain electrical scoreboards and field lighting.
- (6) Preventative maintenance of bleachers and fencing.

C. Provide extra clay on-site at all times for minor field repairs.

D. Assume payment of all utilities, except for natural gas – which the League will provide at its expense. The City reserves the right to issue guidelines to the League and others concerning the usage of lighted areas.

E. Provide trash receptacles and payment for trash removal.

5. The League agrees that during its season it will:

A. Coordinate the League activities and provide all staff or volunteers essential for operating such a program.

B. Maintain the grounds outside and inside of the playing area free of paper and debris accruing from the operation of any concession stand and League activities. This includes the field and bleacher areas.

C. Assist in keeping restrooms/grounds clean during games and checking restrooms during use of the facilities. Will also make a final clean up prior to leaving at day's end. Agrees to install supplies (provided by the City) for restroom facilities and keep facilities clean as a backup function only when City maintenance is unavailable.

- D. Maintain concession facilities in accordance with specifications established by the State Sanitary Code.
- E. Provide all equipment associated for said activity, i.e., balls, scorebooks, player equipment, etc.
- F. The League representative shall assume responsibility for making the decision of field playability when city staff is not available. If damage to the field shall result from the use of the fields as determined by the Parks Superintendent or his/her designee, following the League representative's decision, the League shall be financially responsible for the repair of the field.
- G. Shall not add any materials to the playing field without the consent of the City. (Clay may be added for minor repairs. Drying agent "Turface" may be added at the rate of one bag per wet area).
- H. Obtain the written prior approval of the City before physical improvements or additions are made to any facilities in the parks. Unapproved contested work done to the facilities will require restoration back to original condition of the parks by the League at their expense.
- I. Not make any irrigation control adjustments except in the case where irrigation is directly interfering with a League activity in progress. At such time, the controller will be turned off and the Parks Superintendent notified no later than the next business day. Furthermore the City, in cooperation with the St John's River Water Management District has established very stringent and precise water usage regulations. Failure to comply will result in violations and fines to the guilty party.
- J. Report damage, vandalism, problems, and safety hazards to the City immediately.
- K. Provide one individual to act as the League representative and liaison between the League and the City.
- L. Maintain control of coaches, officials, participants and spectators, and ask rule violators to leave the parks or contact appropriate law enforcement agency as necessary. The League agrees to have a League official on park grounds during all games to enforce League and park rules.
- M. Refrain from abusing the electrical or lighting system. (i.e. Provide adequate notice to the City so that actual play schedule coincides with automatic lighting schedule.)
- N. Provide the City with a complete list (including names, addresses and phone numbers) of all League Board members, volunteers, and coaches. The League will provide written statement listing the total number of participants that are

City of DeBary residents and non-residents.

- O. Provide the City with a copy of the DeBary Babe Ruth rules, regulations, charter, guidelines and organizational chart.
 - P. Report all accidents or injuries to coaches, players, spectators, visitors and participants within 48 hours, by telephone and with a follow up written report.
 - Q. Provide the City with details of registration information (dates, times, locations, costs, etc.).
 - R. Provide training to League officials, coaches, volunteers, as to the proper techniques and use of maintenance equipment (tools, rakes, etc.) prior to use.
 - S. Return equipment to its original condition prior to storing.
 - T. The City will issue any necessary codes/combinations/ and or keys to be used by the League board members and team managers. These items are not to be duplicated or shared outside of the League needs.
 - U. Operate concession facilities during non-League related sports activities and/or special events. If League cannot operate concessions during these pre-determined dates the City reserves the right to operate and/or assign this service to outside vendors.
 - V. Provide the City for approval, a copy of schedules for desired space needs (before each season begins) to include any Park area described in this agreement. The preseason schedule and each subsequent schedule should be provided to the City a minimum of two weeks in advance.
 - W. Provide for natural gas to operate the facilities at its expense.
 - X. The League will provide batters boxes and base lines prior to their scheduled games with equipment and materials provided by the City.
 - Y. Provide monthly reports to the City Parks and Recreation Director detailing the number of games played, the number of injuries and type of injuries sustained by anyone participating in or attending a League event on or at the facilities, and the number of attendees of the League's events occurring at the facilities, including League employees, players and volunteers.
 - Z. The League will prominently display DeBary Babe Ruth on all advertising, marketing, and league apparel starting the 2015 Fall Season and moving forward.
6. During the primary spring season starting in March of each year, the League shall have the use of the above referenced facilities. This usage to be determined by the League submitting to the City, for City approval, a schedule of practices, games, and special events on or before two weeks prior to the commencement of the League's spring and

fall seasons. If the League desires to make a change to the approved schedule submitted to the City, the League shall request in writing such change from the City Parks and Recreation Director at least twenty-four (24) hours in advance of the unscheduled day the League desires to utilize the facilities or the scheduled day the League desires to not utilize the facilities, or which ever day occurs first in the event of rescheduling from a scheduled day to an unscheduled day. The City Parks and Recreation Director, in his or her sole discretion, shall have the right to grant or deny the League's request for a schedule change. If the League fails to use the facilities on a day listed on the approved schedule, the League will be charged a penalty of twenty-five dollars (\$25.00) per occurrence, unless the League submitted a proper and timely request for a schedule change and City Parks and Recreation Director approved such change in the League's schedule. The League shall release use of the facilities at times when they are not scheduled, or when they are required for use by the City for purposes of maintenance or use by others, including but not limited to weekday light hours when public school is in session. At all other times, scheduling of all facilities is at the sole discretion of the City. The League acknowledges and agrees that there may be times when the City will need to utilize the facilities, or otherwise deny the League's use of the facilities on its scheduled day(s), due to an emergency or any other important event that may occur which the City determines in its sole discretion, requires the City to deny the League use of the facilities. In the event the City denies the League's use of the facilities on an approved schedule day(s), the League shall release use of the facilities immediately upon notice to the League by the City. Throughout the year, no other entity shall use the League's equipment or fixtures supplied by the League without its express permission. The League must contact the City at least two (2) weeks in advance for scheduling of post season or all-star competition.

7. During the secondary fall season starting in September of each year, the League and the City will negotiate and mutually agree upon field usage that will not interfere with existing or future City sponsored programs. Excluding the scheduling section of this document all other agreements and covenants will remain in effect during the secondary season. The League is hereby authorized and instructed to make, keep and maintain reasonable rules and regulations regarding the use of the facilities by members of the League and the League agrees to keep said premises and the buildings thereon in a sanitary and clean condition, and keep the premises in as good condition as it is now, ordinary wear, tear and damage by the elements excepted. The City shall inspect the facility regularly and the City's determination as to the condition of the facility will be final. The League also agrees to enforce the City Park rules posted at each facility.
8. The League at its own cost and expense shall keep in force during the term of this Agreement; insurance from an insurance company licensed in the State of Florida and rated "A", Class "X" or better by A.M. Best. The required insurance shall be evidenced by a certificate of insurance, which must be submitted to and approved by the City of DeBary prior to the effective date of this Agreement.

The City of DeBary shall be named as an additional named insured under the policy, and the City shall be provided with a thirty-day (30) notice in the event of cancellation, non-renewal or adverse change to the policy.

The League shall provide, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence combined single limit to include:

- A. Premises - Operations
- B. Independent Contractors
- C. Products - Completed Operations
- D. Broad Form Contractual
- E. Personal Injury

Failure to comply with this requirement shall render this Agreement void.

- 9. In the event that the League operates a concession facility or in any way distributes or sells food, beverages, candy or foodstuffs of any description, the League agrees to fully indemnify the City (in accordance with paragraph 3 herein) from any claim or cost arising from the provision of such foodstuffs.
- 10. This Agreement may not be assigned or transferred in any manner by the League or the City and any such assignment or transfer is expressly prohibited.
- 11. This Agreement shall be binding upon the parties hereto their successors and assigns.
- 12. Any previously existing oral or written agreements shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2016.

Date: _____

Date: _____

BY:

Tommy Grimm, President
DeBary Babe Ruth

Witness
DeBary Babe Ruth
Print Name: _____

Date: _____

BY:

Mayor Clint Johnson
City of DeBary