

Review

**ATHLETIC FIELD USAGE
AND SCHEDULING AGREEMENT
WITH WESTERN BOONE LITTLE LEAGUE**

This Athletic Field Usage and Scheduling Agreement ("Agreement") is made and entered into as of the 1st day of March, 2022 ("Effective Date") by and between the Town of Thorntown, Indiana ("Town"), the Thorntown Park Board ("Park Board") and Western Boone Little League, an Indiana Sports Group ("WBLL") collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Town owns certain real estate commonly known as the Town of Thorntown Park located at

Mill St.,
Thorntown, Boone County, Indiana ("Premises"), a portion of which is comprised of three (3) baseball diamond areas ("Fields"); and

WHEREAS, the Park Board utilizes the Premises for various events and programming throughout the year and generally maintains the Premises as a Park; and

WHEREAS, WBLL is a local non-profit organization promoting youth sports and desirous of using the Fields contained within the Premises for their programming; and

WHEREAS, the Town and the Park Board desires to permit WBLL to schedule and use the Fields at certain times, and to perform certain maintenance services to the Fields for the athletic programs.

NOW, THEREFORE, in consideration of the covenants contained herein, it is mutually agreed by and between the parties as follows:

1. The term of this Agreement shall be from March 1, 2022 through August 30, 2022.

2. WBLL shall provide contact information for its current WBLL officers and shall provide written notice of its proposed usage schedule to the Park Board President at least sixty (60) days in advance of the beginning of the WBLL season. Upon receipt of such usage schedule, the Park Board shall review and approve the schedule. The Parties understand that there may be necessary changes to the schedule due to weather, and shall work to coordinate modifications to the schedule as needed throughout the term of this Agreement.

3. On the scheduled dates during the term, and so long as

it complies with the terms of this Agreement, WBLL and its members may use the Fields and related areas on the Premises.

4. WBLL shall be responsible for the following maintenance items during the term of this Agreement:

a. Spring clean-up including mowing and weed eating of the Fields, including the area north of the Park's service road;

b. Regular mowing through August 1, 2022, weed eating and general maintenance of the Fields and batting cage area;

c. Trash removal of all barrels north of service road, and insuring that the dumpster on the concrete pad remains emptied;

d. Regular maintenance of the concession stand restrooms, including winterizing the concession stand restrooms;

e. Repairing any damage caused by tarps left on the grass for an extended period of time, by replanting damaged grass;

f. General maintenance of the concession stand and storage building, including but not limited to, winterizing, providing adequate heating and air conditioning, providing needed improvements to the concession stand and storage building as agreed upon by the Town and WBLL;

g. Install additional fencing, lighting, scoreboards, bleachers, Field improvements or upgrades as requested by WBLL and approved by the Park Board;

5. Before commencement of the term, WBLL shall furnish the Park Board with a certificate of insurance from a responsible company evidencing comprehensive general liability insurance policy coverage with a limit of not less than One Million Dollars (\$1,000,000) for personal injury or death, with broad form contractual liability and participant legal liability, and that the Park Board and the Town are named as additional insureds. WBLL certifies that it shall not modify the scope or amount of such insurance coverage without at least ten (10) days prior written notice to the Park Board and Thorntown Town Council. The required insurance shall be maintained and effective at all times during the term.

6. WBLL shall not interfere with other local groups and the general public's use of the Park and Fields when not otherwise in

use, and WBLI shall not control the use of the Fields at times other than those on the approved schedule, except for make-up games.

7. The Town and Park Board will ensure that the Park restroom building is open and available for WBLI's use during its scheduled use of the fields.

8. The concession stand and storage building attached to the Park restrooms are the property of the Town. As such, the Town will maintain insurance on these buildings. However, WBLI may, from time to time, store equipment and other items in the concession stand and/or storage building, as agreed upon by WBLI and the Park Board, related to WBLI's use of the Fields. The Town is not responsible for insuring the contents of the concession stand and/or storage building, and WBLI hereby releases and agrees to indemnify, defend and save the Town and Park Board harmless from and against any and all claims for property damage related to equipment or other personal property which is stored in the concession stand and/or storage building. The Town shall have a key and be able to access the concession stand and storage building as needed, and shall coordinate access with WBLI.

9. The Fields may be used by the Park Board or the Town throughout the term of this Agreement for park-related events. The Park Board shall coordinate these events with WBLI so as to not interfere with WBLI's approved scheduled use of the Fields. The Park Board will ensure that the Fields are returned to their previous condition after any event or programming.

10. WBLI will place an approximately 12 ft. by 24 ft. storage shed at a location mutually agreed-upon between WBLI and the Park Board to be used to store property belonging to WBLI. WBLI shall be responsible for insuring the storage shed and its contents, and hereby releases and agrees to indemnify, defend and save the Town and Park Board harmless from and against any and all claims for property damage to the shed or any personal property stored in the shed.

11. WBLI hereby releases and agrees to indemnify, defend and save the Park Board and the Town of Thorntown harmless from and against any and all claims, actions, damages, liabilities, losses or expenses, including attorney fees, court costs and other expenses, incident to or arising out of or resulting from the presence, use and/or operations in or about the Fields by WBLI, its employees, agents, contractors or invitees, or for any breach of this Agreement.

12. The Town hereby releases and agrees to indemnify,

defend and save WBLL harmless from and against any and all claims, actions, damages, liabilities, losses or expenses, including attorney fees, court costs and other expenses incident to or arising out of or resulting from the presence, use and/or operations in or about the fields by the Thorntown Department of Parks & Recreation, or the Town of Thorntown, its employees, agents, contractors or invitees, or for any breach of this Agreement.

Thorntown Parks & Recreation Department

By: _____

Title: _____

Date: _____

Thorntown Town Council

By: _____

Title: _____

Date: _____

Western Boone Little League

By: _____

Title: _____

Date: _____