

STATE OF TEXAS §
COUNTY OF BEE §

BEEVILLE LITTLE LEAGUE
AND CITY OF BEEVILLE BUILDING LEASE AND FIELD USE AGREEMENT

THIS LEASE AND FIELD USE AGREEMENT, hereinafter called “Lease Agreement”, made and entered into on the date last written below, sets forth the terms and conditions agreed upon by the City of Beeville, Texas, through its Parks and Recreation Department, hereinafter called “the City” and the Beeville Little League, hereinafter called the “BLL”. Stipulations set forth within this lease agreement are duly set forth by the City Council of the City of Beeville, Texas and the officers of the Beeville Little League organization and cover the permitted use of designated sports fields, building and facilities at Veterans Memorial Park, including the permanent structures therein.

Section 1: Buildings

The City hereby leases to BLL, and BLL hereby leases from the City those certain premises in Bee County, Texas, more particularly described as follows:

Concessions Building
Batting Cages
Field Equipment Storage Building
Baseball Fields

Section 2: Building Rent

In consideration for the lease of the buildings specified above to BLL, BLL agrees to pay rent in the amount of XXX annually payable for the entire term on the date of execution hereof.

Section 3: Use of Buildings

The operation and maintenance of the concession facility shall be the responsibility of BLL. All revenues generated from the concession operations shall go to BLL.

BLL agrees that the leased buildings shall be used and occupied as a Baseball concession building; batting cages; and a field equipment storage building for the term of this agreement. BLL will have sole use of the concession building, batting cages and field equipment storage building during its designated season. BLL shall serve as the first option as the concession vendor for any organized parties using the related facilities, whether or not the activity is sponsored by BLL during the term of this lease agreement.

BLL shall not assign the lease or any interest therein, nor sublet the premises, or any part thereof or any right or privilege appurtenant thereto, without the prior written consent of the City. In the event, under any circumstances, of assignment or subletting, the BLL shall remain primarily liable for the performance of all other terms of this lease agreement required to be performed by BLL.

The use of any buildings shall be in compliance with all City Building Codes and Ordinances. City personnel shall have the right to conduct inspections for compliance and to issue written notice of any violations. If failure to correct violation(s) within twenty-four (24) hours, the City Health Inspector shall have the authority to suspend occupancy.

Section 4: Building Care and Uses

BLL shall not use or occupy or permit the leased premises or any part thereof to be used or occupied for any unlawful business, use of purpose, nor for any business, use or purpose deemed disreputable or extra hazardous, nor for any purpose of in any manner which is in violation of any present or future governmental laws or regulations. BLL will not do or permit anything to be done in, upon or about the leased premises that increases the fire hazard beyond that which exists by reason of the ordinary use or occupancy of the premises for the purposes specified above. BLL will not be or permit to be done anything which will make uninsurable the leased premises or any part thereof. BLL will not permit any mechanic's, material men's, or other liens to stand against the leased premises for work or material furnished to the BLL. BLL shall indemnify the City against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable counsel fees arising out of any violation of or default in the covenants.

Section 5: Use of Fields and Field Scheduling

In addition to scheduling practices, regular season games, and other related activities, BLL shall schedule tournaments and additional games as needed. BLL shall provide the Beeville Parks and Recreation Department a schedule for field use on each individual field. A schedule for tournaments and/or special events shall be provided in writing in advance.

Section 6: Participant Fee

In consideration of the priority field used identified in Section 1, BLL agrees to pay the City a fee equal to \$XXXX per registered participant per each regular Little League season. Said fee will be used to help the City offset costs for field maintenance and utilities including electrical for lighting. The payment for the total fees shall be made to the City within thirty (30) days of the first regular season game.

If BLL elects to provide a Fall Season, it is considered a separate season. The participant fee for the Fall Season shall be XXX per registered participant. All terms and conditions of this Agreement shall apply to the Fall Season.

Section 7: Field Maintenance

It is agreed that all field maintenance within the boundaries of the chain link fences, will be the responsibility of BLL. The City will be responsible for mowing and field maintenance two (2) days per week inside the fences. In addition, the City will assume responsibility for maintenance and repair of fencing, parking lots, restrooms, and sidewalks. The City will split the cost of the infield material with BLL on an annual basis.

Section 8: Building Maintenance

BLL shall at all times during the duration of this lease agreement maintain the inside of the concession building and shall be responsible for all fixtures, appliances, and all equipment necessary for storage, preparation and serving of food and drinks in a clean, safe, sanitary manner in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. BLL is to have a seasonal inspection for the concession building (and such other inspections as are required by the City) by the City of Beeville Health Department. BLL is responsible for obtaining any Health Department Certificates and copies must be submitted to the City. BLL shall also maintain the inside(s) of the field equipment storage building and the batting cages. BLL must maintain at least a three (3) foot clearing from all electrical panel boxes.

Written permission must be received from the City before any installation or repairs of any utility lines. The City shall be responsible for maintaining the underground utility lines and pipes leading to all buildings. BLL shall permit the City and its agent to enter leased premises upon notification at all reasonable times for any of

the following purposes: to inspect same; to maintain the buildings in which the said premises are located; to make such repairs to the leased premises as the City is obligated or may elect to make; to post notices of non-responsibility for alteration or additions or repairs. The City shall have such right of entry and the right to fulfill the purposes thereof without liability for compensation loss of occupancy.

The City shall be responsible for off-season winterizing of plumbing fixtures and cutting off all water inside the concession building from December 1 to January 31 or at the end of the current season.

BLL shall keep in operation only the essential appliances during the season's non-use times when the facility is unused for a period of more than thirty (30) days. Only refrigerators and freezers may be left on during non-use times. All air conditioners and heaters shall be turned off during non-use times. Ice machines shall be unplugged and ice machine water lines unhooked during the off-season.

The City shall be responsible for all maintenance and repairs to the permanent physical structure of the buildings, such as electrical wiring, plumbing, and other structural components, except in cases of negligence or intentional misuse by BLL. In such cases, BLL shall be liable.

Section 9: Utilities

It is agreed that electric service, which will be in the name of the City, will be available to BLL on an as required basis during their regular seasons or approved special off-season activities. BLL will schedule with the City, at least one (1) week in advance, if field lights are required. The City will be responsible for 100% of the electrical costs and will be responsible for all charges associated with providing service for water and sewer. It is intended that water and sewer service shall always be the sole responsibility of the City.

Section 10: General Maintenance

The City of Beeville will provide a level of maintenance service to all park and recreation facilities that ensure the safe and efficient use of facilities by BLL and the general public. BLL is responsible for correcting hazardous conditions related to BLL's activities. Failure to address the hazardous conditions within 24-hours could result in the suspension of having a recognized league activity. The City will not provide maintenance or upkeep to property or facilities that are not owned by the City but retains the right to remove the property after 24-hour notification by the City.

BLL will be responsible for and bear all costs associated with the operation and maintenance of any and all league, season, or sport specific upkeep to the facility (i.e., chalking foul/boundary lines, dragging infields, screening, etc.). The leagues will bear the cost for repairs to City property caused by the leagues (i.e. irrigation, landscape, facility damages.) BLL shall furnish and maintain their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.).

The Parks and Recreation Department has established a Service Request/Work Order System. This system follows the below listed procedure: (Priorities determined by City of Beeville staff)

<u>Priority</u>	<u>Priority Description</u>	<u>Notes</u>
1.	Emergency	Respond within 24 hours
2.	Urgent	Respond within 72 hours
3.	General	Respond within One (1) Week
4.	Routine	Respond within Two (2) Weeks
SE	Special Events	Completed by date required

The purpose of the system is to provide park maintenance personnel with documentation in order to better serve and tract facility repairs, maintenance activities, and service requests. Its intent is to provide a better means of communication between persons requesting service and park maintenance personnel concerning park facilities.

Attached to this document is a copy of the Service Request/Work Order form. Requests can be completed on the form and turned in to the Parks and Recreation Department in order to schedule necessary inspections and/or repairs. The form can be brought to the main office, faxed, or emailed. Emergency requests can be made in person. Verbal requests must be followed up with written requests to insure completion of request. Email is the preferred method of requesting maintenance assistance. *See attachment with a list of contact information.*

Section 11: Litter Control

BLL will be responsible to remove trash daily from dugouts, in and around concession stands, playing fields the facilities/buildings, parking areas and common areas for trash, debris, and litter associated with their activities. BLL will bring and trash and recyclables created by the concession building and BLL'S activities to the dumpsters at the close of the concession building each evening.

The City will share the responsibility to keep all facilities clean of trash, debris, and litter. Currently the City collects trash from the trash receptacles daily at all community and neighborhood parks. Litter and debris collection is completed daily by the City. The City will incur the cost of providing dumpster and recycling containers which will be scheduled to be emptied on a weekly basis throughout the term of this lease agreement.

Section 12: Vandalism

BLL will be responsible for property securing access to all doors, windows, or any other points from which a person could enter. BLL will be responsible for securing the concession building, storage building and batting cages when not in use by BLL. The City will share in the responsibility of deterrence providing sufficient lighting, frequent police patrols, security cameras, overall security assessment, and other measures upon the review and permission of the City Manager.

Repairs to facilities caused by vandalism will be the responsibility of the City unless it is found under investigation that access was no secured by BLL. The City will repair or replace due to vandalism as necessary, the following equipment: air conditioners/heaters, electrical and lightning systems, telephone systems, plumbing systems, or others upon review and permission of City Manager. BLL will be responsible for replacing or repairing items vandalized which BLL owns, including but not limited to the netting on the batting cages which may become worn by use.

Section13: Security

City parks patrolled regularly by the City of Police Department. The Parks and Recreation Department provides Park personnel to monitor the parks. The Parks personnel's role is to conduct daily visits and inspections, and report and problems to the Parks and Recreation Department and/or Police Department. As such, it is neither the responsibility nor the right of persons other than those representing the City of Beeville to enforce park rules and regulations. If you are a witness to a violation of those rules or actions inconsistent with expectations of a public setting, please contact a City of Beeville employee, or for reporting after-hours incidents (6:00 p.m., to 8:00 a.m., weekends and holidays), contact the Police Department's main number (361) 358-8100. The City shall post signs listing the telephone numbers.

BLL shall be responsible for the total contents of all buildings. Securing any insurance to include all contents of the building(s) is optional and will be the responsibility of BLL.

Section 14: Restroom Facilities

Restroom facilities are available at City owned facilities. The cleaning of restrooms and provision of necessary supplies is the responsibility of the City. The City will clean the restrooms daily and as needed. The City expects assistance in meeting the health and safety needs of our parks patrons. BLL may be responsible for supplemental cleaning of the restrooms associated with its activities. The City does not encourage the use of restroom facilities at private or semi-public facilities located adjacent to City owned parks.

Section 15: Facility Keys

Where applicable, keys will be provided to the concession building, storage building, gates, and lighting boxes. Keys may be limited to maximum of three (3) keys issued for each facility. At the end of each season, all keys must be returned to the Parks and Recreation Department before issuance of new keys for the next season. BLL will provide a list of all Organization Member names and telephone numbers in possession of facility keys.

Section 16: Signage

Sponsorship signs are allowed at facilities as long as they meet the City specifications. The City recognizes two types of sponsorship signs: sponsorship signs attached to concession building or other buildings and sponsorship signs attached to ball field fence work and field scoreboards. The City must approve the design and placement of sponsorship signs attached to buildings before installing or replacement. Sponsorship signs attached to fence work must not exceed 4' tall, at least 1/4" thick, and 8'. These signs may be attached to the ball field fences as long as they are legible from the ball field viewing area, are well painted and maintained and are all placed at the same height from the ground. The City before installation must approve the exact placement of the sign.

Requests to place signs on facilities that have not previously had signs will require the advance approval of the City. Written request must be submitted to the City Manager or designee prior to the desired date of installation.

All sponsorship signs that are damaged from weather, vandalism, or normal wear and tear must be repaired replaced by BLL. If not repaired in a timely manner, the signs will be removed at the City's discretion.

All sponsorship signs shall be reviewed annually to determine if they should be repaired, updated, or removed.

Unless earlier revoked, approval to construct, erect or place a fence or wall sign is valid for one (1) year from the date of approval. Requests for annual renewal of specific signs shall be submitted in writing to the City Manager.

Section 17: Emergencies and Accidents

BLL and its representatives should make every attempt to inform the Parks and Recreation Department of any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation Department at the beginning of the first business day following the accident. Emergencies involving maintenance of the facility should be reported immediately by contacting the City of Beeville Police Department at (361) 358-8100.

Section 18: Weather Issues and Cancellations

Lightning Safety:

- BLL agrees to move from premises immediately in the event thunder is heard during any scheduled activities.

Section 19: Enhancements

BLL will not install, build or perform any type of facility or property improvement without the express written consent of the City of Beeville. Any alteration, addition, or improvement made by BLL after such prior written consent shall have been given, and any fixtures and improvements installed as a part thereof, shall at the City of Beeville option, become the property of the City of Beeville upon the expiration or sooner termination of the lease, provided, however, that the City of Beeville shall have the right to require the BLL to remove such fixtures at the BLL cost upon such termination of these lease. All movable trade fixtures and personal property, exclusive of heating and/or air conditioning, shall remain the property of the BLL.

Enhancements could include but are not limited to, enlarging ball fields, establishing new fields, bleachers benches, extra landscaping, and modifying irrigation systems. Requests for improvements must be submitted in writing to the Parks and Recreation Department at least thirty (30) days prior to the desired date of performing the improvement. All requests require approval of the City Manager or designee. See attached Facility Enhancement Form.

Section 20: Credit for Enhancement

The City will consider credit for facility or property improvement completed by BLL. Said credit shall be equal to 50% of the documented investment and shall not exceed a maximum of 50% from the total participation fee payment for the current season. Any property improvement will first be presented to the City Manager and Director of Parks and Recreation for approval prior to the commencement of work.

Documentation in form of invoices, receipts, contracts, or other details documents must explicitly detail expenses incurred towards the facility or property improvement. Voluntary man hours shall not be considered in the calculation of "investment".

Section 21: City Ordinances and Policies

BLL shall comply with City ordinances and policies related to the use of park facilities. These include, but are not limited to:

Section 22: Laws and Regulations

The BLL, at his own cost and expense, shall comply promptly with all laws, rules, and orders of all federal, state and municipal governments, shall procure all permits and licenses required for the transaction of business on leased premises and shall likewise promptly comply with requirements of the Board of Fire Underwriters concerning the premises.

Section 23: Parking

BLL is entitled to use parking areas located at each park. All users are required to obey all traffic laws and regulations when utilizing park roadways. "No Parking" areas, as designated by posted signs, will be strictly enforced. Provisions can be made to reserve parking spaces for Emergency Vehicles. Handicapped parking spaces are available at each established parking area. No motorized vehicles will be allowed in the parks

except in parking areas, the exception being emergency vehicles assisting and accident or injury, or the delivery of equipment, supplies, and/or materials. Charging for parking is not allowed.

BLL shall not drive, operate, or otherwise use and vehicles or machinery on walkways or in the facility for purposes other than those approved by the City Manager or his appointee. BLL shall not allow any players, coaches, managers, referees, umpires, spectators, vendors, or other invitees or BLL to use any vehicles on the walkway, in the facility or onto the athletic fields.

Section 24: Lighting Policies

Activity lighting shall end no later than 10:00 p.m., on weekdays and 11:00 p.m., in Saturday or Sunday evenings.

Section 25: Default

BLL agrees and acknowledges the final decision making authority for park activity is vested with the City Manager. BLL shall bear no financial obligation or liability for the implementation or completion of projects and activities. This agreement may be terminated at any time by either party by providing written 30-day notice to the other party.

If either party alleges that the other party has failed to abide by the terms of this Lease Agreement, the City or BLL shall notify the other party in writing which outlines the specific complaints. The party shall have thirty (30) days to correct the complaints. If the complaints continue, the City staff will present a recommendation to City Council to terminate this Lease Agreement. City Council shall have the authority to make the final decision.

It is the objective of the City of Beeville and BLL that they shall work together with the mutual goal of attaining optimal use of the facilities at Veterans Memorial Park.

Section 26: Non-waiver of Default

The subsequent acceptance of rent hereunder by the City shall not be deemed as waiver of any preceding breach of any obligation hereunder by the BLL and the waiver of any breach of any covenant or condition by the City shall not constitute a waiver of any other breach regardless of knowledge thereof.

Section 27: Insurance

The BLL shall keep the leased property insured at its sole cost and expense against claims for personal injury or property damage under policy of general public liability insurance, with, in addition to \$1,000,000 general liability, limits of a lease \$50,000/\$100,000 for bodily injury, and \$10,000 for property damage. Such policy or policies shall name the City of Beeville and the BLL as the insured's. Within ten (10) days of the date hereof the BLL shall deliver to the City certificates of insurance certifying that such insurance is in full force and effect. The BLL hereby agrees to indemnify the City against and to hold the City harmless from any and all claims or demands for loss of or damage to personal property or for injury or death to any from any and all claims or demands for loss or damage to personal property or for injury or death to any person or persons from any cause whatsoever while in, upon or about said leased premises, or in any adjacent sidewalks or driveways, during the term of this lease or any extension(s) or renewal(s) hereof. BLL shall delivery to the City copies of all policies which shall specify that ten (10) day's notice to the City shall be required before and cancellation of said policies. BLL is required to keep at least minimum coverage as specified by the National Little League Office in Williamsport, Pennsylvania throughout the terms of this agreement. City shall be provided with a copy of said policy and each renewed policy during this contract period.

Section 28: Business Association

Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, is being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include the other gender.

Section 29: Holdover by BLL

Should BLL remain in possession of the leased premises with the consent of the City of Beeville after the expiration of this lease, a new tenancy from month to month shall be created between the City of Beeville which shall be subject to all the terms and conditions of this lease but which shall be terminable by thirty (30) days written notice served by either the City of Beeville or BLL on the other party to this lease.

Section 30: Miscellaneous

- (a) This lease shall be governed by, construed and enforced in accordance with, the laws of the State of Texas. This lease is performable in Bee County, Texas.
- (b) Any default under this lease by BLL constitutes a default as to all agreements between The City of Beeville and BLL, provided, however, any performance or payment hereunder due to The City of Beeville at the time or after default shall not be excused.
- (c) The specified remedies to which the City of Beeville may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the City of Beeville may be lawfully entitled in case of any breach or threatened breach by the BLL of any provision or provisions of this lease.
- (d) This lease, together with any written agreements which shall have been executed simultaneously herewith, contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this lease or the simultaneous writings heretofore referred to. All prior understandings, terms, or conditions are deemed merged in this lease. This lease cannot be changed or supplemented orally.
- (e) This lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change modification, or discharge is sought.
- (f) If any provisions of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.
- (g) The City Manager hereby designated as the City of Official who shall administer this lease. BLL shall direct all contact with City Manager or his designee.

Section 31: Terms and Conditions

BLL agrees and acknowledges that final decision making authority for park activity is vested with the City and its properly authorized City official. BLL shall bear no financial obligation or liability for the implementation of completion of projects and activities. This agreement may be terminated at any time by either party by providing written 30-day notice to the other party.

All notices to be given to BLL shall be in writing, deposited in the United States mail, with postage prepaid, and addressed to BLL at the following address, to-wit:

Notice by BLL to the City of Beeville shall be in writing, , deposited in the United States mail, with postage prepaid, and addressed to the City of Beeville as follows, to-wit:

City Manager
400 N. Washington
Beeville, Texas 78102

Section 32: Term of Agreement

Following execution of this Agreement, it shall be effective on _____, for a term of five (5) years until _____. This agreement will be subject to a regular five (5) year review by BLL and City Council from the effective date of _____.

IN, WITNESS WHEREOF, the City of Beeville and BLL have executed this lease agreement on this the ____ day of _____, 2016.

THE CITY OF BEEVILLE:

By: _____
City Manager

BLL:

By: _____
BLL President

For City of Beeville Use Only:

Date Received by Parks and Recreation Department: _____

Time: _____ AM/PM Received By: _____

FACILITY ENHANCEMENT REQUEST FORM

Organization will not build, install, or perform any type of facility enhancement without the express written consent of the City of Beeville. This form is due thirty (30) days prior to the desired date of performing the improvement.

Request Date: _____

Name of Organization: _____

Contact Person: _____

Phone: Home: _____

Work: _____

Email Address: _____

Type of Facility: _____

Requested Enhancement: _____

Estimated Start of Enhancement: _____

Estimated Completion Date: _____

**** IF THE CITY IS TO PERFORM AND DUTIES OR IS EXPECTED TO ASSIST, PLEASE LIST IN THE COMMENTS SECTION.**

Comments: _____

For City of Beeville Use Only:

Request:	DENIED	APPROVED
By: _____		Date: _____
Parks and Recreation Director		
By: _____		Date: _____
City Manager		

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