

AGREEMENT

This Agreement is made and entered into as of Oct. 28, 2014, by and between the Jefferson County Board of Education, a Kentucky board of education, hereinafter referred to as the Board, and the Eastern Athletic Club, Inc., a Kentucky nonprofit corporation, hereinafter referred to as the Athletic Club.

WITNESSETH:

WHEREAS, the Board operates the school known as the Eastern High School Magnet Career Academy, hereinafter referred to as Eastern High School, which is located at 12400 Shelbyville Road in Jefferson County, Kentucky, hereinafter referred to as the Property, and

WHEREAS, the Board provides a baseball program for the benefit of the students who attend Eastern High School, and

WHEREAS, the baseball program is in need of a synthetic turf baseball infield for use in the program, and

WHEREAS, the Athletic Club was organized for the purpose of providing financial and other support to the baseball program that is provided by the Board at Eastern High School, and

WHEREAS, the Athletic Club is willing to provide funds for the construction of the synthetic turf baseball infield, and

WHEREAS, the Board is willing to accept the donation of the synthetic turf baseball infield.

NOW THEREFORE, for and in consideration of the foregoing, and intending to be legally bound, the Board and the Athletic Club agree as follows:

1. The Athletic Club will, at its sole expense, enter into a contract, hereinafter referred to as the Construction Contract, under which Global Synthetics Environmental, Inc. hereinafter referred to as the Contractor, will provide or obtain architectural services for the purpose of preparing an approvable set of completed plans and specifications, hereinafter referred to as the Plans and Specifications, and will construct a 28,400 square foot synthetic turf infield to be used for practice, games and tournaments, etc., hereinafter referred to as the Field, to be placed on the infield of the baseball field that is currently located on the Property and to be used by the baseball program and softball programs as applicable. The Contractor will submit the Plans and Specifications to the Board for review and approval.

2. The price paid to the Contractor under the Construction Contract will be \$223,000.00.

3. The Construction Contract will provide that the Contractor will begin no work on the Property until (A) the Plans and Specifications have been approved by the Board as provided in paragraph 1, and (B) the Board has authorized the Contractor to begin work on the Property after the Athletic Club has provided written evidence to the Board that (1) the Contractor has adequate resources to complete the construction of the Field without financial liability to the Board, and (2) the synthetic turf materials to be incorporated into the Field are not and will not be subject to any lien or security interest of any person or entity.

4. Upon authorization as provided in paragraph 3(B), the Board will permit the Athletic Club and the Contractor to have access to the Property as necessary for the construction of the Field. The Athletic Club and the Contractor will begin construction of the Field as soon as practicable, upon receipt of all necessary approvals, permits and/or licenses from any governmental agency or other authority. The Athletic Club will be solely responsible for all construction work performed by the Contractor, and will make payment to the Contractor for all labor, materials and equipment for the completion of the Field from the funds of the Athletic Club. The Board shall review the construction process from time to time for the purpose of determining whether the Field is being constructed in compliance with the approved Plans and Specifications, but the Athletic Club will be solely responsible for completion of the Field in accordance with the approved Plans and Specifications, including without limitation proper construction oversight by qualified personnel. The Athletic Club and the Contractor, during the period of their access to the Property as provided in this paragraph 4, shall operate in compliance with all applicable statutes, regulations and ordinances relating to the performance of the work and all applicable Board regulations, policies and procedures. During the performance of the work, the Athletic Club and the Contractor will insure that the Property is kept free of waste material and rubbish and that all persons performing and supervising the work comply with all safety precautions and programs necessary to the reasonable safety of the work. The Field will be completed by the Athletic Club and the Contractor in accordance with the approved Plans and Specifications and all applicable building codes and shall be certified for occupancy not later than February 1, 2015.

5. The Athletic Club will provide to the Board evidence that the Contractor and all other persons taking part in the construction of the Field have adequate insurance coverage as determined by the Board in its reasonable discretion, including without limitation general liability insurance and property damage insurance in the amounts not less than Five Hundred Thousand Dollars (\$500,000.00), and workers compensation insurance with all required statutory limits.

6. Upon completion of the Field in accordance with the approved Plans and Specifications, (A) the Athletic Club will have no claims of ownership to the Field or any synthetic turf materials incorporated therein, (B) all such synthetic turf materials shall be deemed to be incorporated into and shall become part of the real estate, and (C) the real estate title to the Field will continue to be vested in the Board or the Jefferson County School District Finance Corporation, hereinafter referred to as the Finance Corporation, as applicable. Upon the completion of the Field, the Board shall have the sole right to the control and operation of the Field.

7. The Athletic Club will indemnify and hold harmless the Board and its members, administrators and employees, and the Finance Corporation, from and against any and all claims, damages, losses and expenses, including reasonable attorneys fees, that arise from or are caused in whole or in part by (A) any negligent act or omission of the Athletic Club or the Contractor or any other person performing or supervising the work for the Athletic Club, and/or (B) any claim that any person or entity other than the Board or the Finance Corporation has any right of ownership, lien or security interest in the Field and/or the synthetic turf materials incorporated therein.

8. This agreement shall be governed by the laws of Kentucky. This agreement shall constitute the entire agreement between the parties and may be amended

or modified only by a writing signed by both parties. The rights and duties set forth in this agreement may not be assigned or delegated by either party to any other person or entity without the consent of the other party.

WITNESS the hands of the parties this the 28 day of Oct., 2014

JEFFERSON COUNTY BOARD OF EDUCATION

BY: _____

Dr. Donna Hargens, Superintendent

ATTEST: _____

Secretary

EASTERN ATHLETIC CLUB, INC.

BY: Connie Campbell

ATTEST: Nancy Parks

Secretary

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