

## **LEASE OF TRADEWATER PARK AND CITY SOFT/BASEBALL PARK**

THIS AGREEMENT made and entered into by and between the City of Dawson Springs, Kentucky. (the "City") 200 West Arcadia Avenue, Dawson Springs, Kentucky 42408, and the Dawson Springs Board of Education, (the "Board"), 118 East Arcadia Avenue, Dawson Springs, Kentucky, 42408.

WITNESSETH: That for and in consideration of the economic and recreational benefits which will inure to the City of Dawson Springs and its inhabitants, and in further consideration of the mutual promises, terms and conditions set forth herein, the City of Dawson Springs does hereby lease, let and demise unto the Dawson Springs Board of Education the Tradewater Stadium athletic field and the City Park athletic field located in the Dawson Springs City Park including the softball and baseball fields, concession stand, bleachers, restrooms and adjoining parking lot (the "premises") on the following terms and conditions:

1. This lease shall be for an initial term commencing on April 1, 2014 through March 31, 2015 and for a period of five (5) years thereafter commencing on April 1 of each year and ending on March 31 of each year, the final termination date being March 31, 2019. Either party may terminate this lease by giving notice of its intention to terminate the lease at least six (6) months prior to the end of the then current one year lease term.
2. The leased premises are to be utilized for playing baseball, softball, and soccer related activities only. No fireworks are to be discharged on or about the leased premises.
3. The City shall provide all utilities to the leased premises. In the event the cost of providing utilities to the leased premises increases during any given year by more than 25% above the immediately preceding year, the City reserves the right to bill the Board of Education for the amount by which the cost of providing utilities during the then current year exceeds the cost of providing utilities during the immediately preceding year.
4. The City shall be responsible for all maintenance of the leased premises except that during the seasons of the respective sports for which the Board utilizes the premises, the Board shall be responsible for the routine maintenance of the playing fields being used.



5. During the primary term and any extension or renewal thereof, the Board shall at its own expense obtain and maintain in full force and effect general liability insurance coverage of not less than \$1,000,000.00 per occurrence from an insurance company acceptable to the City with the City named as an additional insured thereon. The Board shall furnish a copy of said insurance policy together with documentation showing payment of the premium due. Failure to maintain said insurance during the lease term shall constitute an act of default giving the City of Dawson Springs the right to immediately terminate this lease until such insurance is in full force and effect.

6. At the conclusion of the lease and at the end of the season for each sport for which the Board utilizes the premises the Board shall vacate and surrender possession of the leased premises to the City of Dawson Springs in substantially the same condition and state of repair as existed upon the commencement of this lease normal wear and tear excepted.

7. During the lease term the Board shall have the right to charge admission, sell concessions and sell advertising. The City of Dawson Springs shall have the right to require the removal of all of the advertising at the conclusion of the lease term or at the end of the season for each sport for which the Board utilizes the premises.

8. Board agrees to indemnify and hold harmless City of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by or arising out of or relating to the use of the aforesaid athletic field by the board.



9. This Lease shall become effective on the date it is signed by the last party to sign.

CITY OF DAWSON SPRINGS, KENTUCKY

By: 

Jenny Sewell, Mayor

Date: 3-17-14

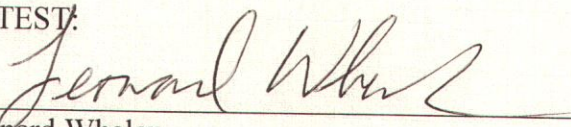
DAWSON SPRINGS BOARD OF EDUCATION

By: 

Edward Menser, Chairman

Date: 3-17-14

ATTEST:

  
Leonard Whalen

Superintendent, Dawson Springs Ind. Schools