

# FOOTBALL FIELD LEASE AGREEMENT

This is an Agreement into and between the Newport Board of Education, hereinafter referred to as “Board” and Newport Central Catholic High School.”

WITNESS, that in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. **Premises.** The Board agrees to lease the Board’s football field to the above football team for the sum of **Nine Hundred Dollars (\$900.00 per regular game and Thirteen Hundred Dollars (\$1,300.00 per playoff game).**
2. **Term, effective date of Agreement.** The term of this Agreement will be for use of the field on dates during the 2018 football season, on dates that the Board is not utilizing the field. On any day, that the Board or any entity granted permission by the Board is using the field, the team shall not be able to use the field.
3. **Termination of Agreement.** Either party may terminate this lease agreement for any reason.
4. **Exclusive rights.** On the dates upon which the team leases/uses said field, it will have the exclusive right to use field. The dates are as follow:  
**8/17; 9/1; 10/19; 10/26**
5. **Field Maintenance.** The Board maintains the field and team shall return said field in the identical condition it was in prior to team’s use.
6. **Bathroom Facilities.** Board agrees to supply all janitorial supplies/materials for the bathrooms located at the field.
7. **Concessions.** The Newport Central Catholic High School handles minor concessions on the field.
8. **Hold Harmless agreement.** The team, its successors and Newport Central Catholic High School hereby agree to indemnify, protect and hold harmless the Board, and its officials, employees and agents, from any and all claims, demands, liabilities, damages or suits bought by any person or other entity arising from or related to the team’s occupancy and/or use of the premises, including but not limited to indemnification for reasonable attorney’s fees and cost of defending any action bought against the Board.
13. **Insurance.** The team will maintain a policy of liability insurance on the premises with a reputable insurance carrier in an amount of not less than \$1,000,000, with the Board listed as a named insured on the policy. A copy of the policy will be provided to the Board prior to the use of said field.

14. **Compliance with Law.** The team will comply with all federal, state, city, and county laws, statutes and/or ordinances.

15. **Non-assignment of agreement.** This agreement shall not be assigned or transferred by the team to any other organization or entity without written consent of the Board.

16. **Law of Kentucky.** This Agreement will be construed according to the laws of the Commonwealth of Kentucky.

17. **Entire Agreement.** This Agreement is the entire agreement of the parties.

18. **Waiver of subrogation.** The parties agree that each waives all rights against the other or their agents any right of subrogation that may exist in an insurance contract or otherwise. No third party insurance carrier or other entity will be allowed to assert subrogation rights against a party to this Agreement.

19. **Inspection.** The Board reserves the right to enter the premises at any reasonable time to inspect the premises in a manner that will not interfere with the team's operation of the field.

20. **Surrender of premises.** The team agrees to surrender the premises to the Board after each use in at least the same condition as they were delivered.

21. **Duty to Maintain premises.** The team agrees to maintain the premises in a clean and orderly fashion.

22. **No unlawful activity.** The team agrees to make a good faith effort to prevent unlawful activity on the premises.

23. **"As is" condition.** The leased premises are being delivered by the Board in an "as is" condition, and the Board makes no representations to the team as to the condition of the premises.

**IN WITNESS WHEREOF,** each party has set their signatures on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**NEWPORT BOARD OF EDUCATION**

BY: \_\_\_\_\_  
Ms. Ramona Malone

\_\_\_\_\_  
BY: \_\_\_\_\_