

Application and Agreement for Use of District Property APPLICATION

Name of Sponsoring Organization/Activity: Hoptown Hoppers, Inc. Telephone 270-885-9909

Representative's Name: Ted Jatczak, President

Address: 317 W. Ninth St., P.O. Box 536 Hopkinsville, Kentucky 42241

The above organization/individual requests the use of:

auditorium gymnasium dining room/kitchen stadium
classroom(s) _____ other, specify CCHS Baseball Field,
bleachers, press box, public announcement system, bathrooms, ^{the} batting facility, and dugouts.

Is the organization planning to use District-owned equipment? DYES •NO If

yes, specify equipment None Operator's Name: Not Applicable

Is the organization planning to conduct sales on the school premises? •YES NO

If yes, give a complete description of what is being sold and how the proceeds will be used. Admission Tickets

Building/school/facility: Baseball Field

Purpose: Ohio Valley League of Athletes

Date(s) Requested: Memorial Day Weekend through August 2020

Time(s) Requested: Afternoons and Weekends

Will public be admitted? -YES NO

Will advertisement(s) be used? • YES NO

Will admission be charged? YES

NO

This Agreement is made by and between the Hoptown Hoppers, Inc. ("organization") and the Christian County Board of Education ("District"), this the _____ day of _____

RECITALS

- A. The organization desires to use the following facilities for the purposes described above of the District: Christian County High School Baseball Field
- B. The District desires to allow the organization to use the above-described facilities of the District in accordance with the terms set forth herein.

AGREEMENT

In consideration of the mutual promises and agreements set forth herein, the parties agree and contract with each other as follows:

1. Use of Facilities. The District shall permit the organization to use the Christian County High School Baseball Field periodically from Memorial Day Weekend through August 2020 so long as the organization strictly complies with the terms set forth herein.
A walkthrough of the facilities will be conducted prior to the use by the organization to evaluate the condition of the facility.

- 2 **Conditions of Use.** When using the above-referenced facilities, the organization agrees to strictly comply with and observe the following:

- a **Scheduling.** The organization shall schedule with the Principal (or his designee) the particular dates and times the CCHS Baseball Field is to be used. It is understood that the Superintendent/designee may cancel the use of the CCHS Baseball Field at any time such as i n t e r f e r e s with regular school activities. The District Superintendent (or her designee) may cancel, stop, or post pone the use or continued use of the Baseball Field in the event that she or her designee determines that weather conditions (or the condition of the field following a weather event) causes safety or other facility related concerns.
- b **Liability; Indemnification.** The organization shall be legally responsible for any and all damage to individuals (including without limitation participants and spectators) and school equipment, building(s), grounds, or facilities, during or in connection with from the use of the facilities by the organization. To this end, the organization will procure and maintain, at its cost, sufficient public general liability insurance, with an insurance company approved by the District and having an A.M. Best rating of "A+" or better, to indemnify and hold harmless the District, its board members, its officers, and its employees for any injuries to any individual, including without limitation participants, spectators, volunteers, and workers, or property damage which might occur during or in connection with the organization's use of the facilities. This insurance policy shall designate the District, its board members, its officers, and its employees as an additional named insured, and shall contain limits of at least \$1,000,000.00 for injury or death to any one person and \$1,000,000.00 for any on accident, and \$50,000 per occurrence for property damage, with defense costs provided in addition to the limits required. The insurance coverage provide to the additional insureds shall be designated as prima ry. A copy of the organization's insurance certificate shall be filed with the District prior to the date the organization first uses the above-described facilities, and said insurance certificate shall bind said insurance coverage for the duration of each use of District's facilities by organization. The District shall require and the organization does hereby assume all liability for injury to individuals by reason of the lease or use of District property and that the organization agrees to indemnify and save harmless the District, board members, District officers, school officers and employees from any loss or damage thereby, including all legal fees, cost, and expenses.
- c **Equipment.** To provide appropriate equipment for the use of District property except to the extent that District equipment is made available to the organization under this agreement. The organization shall require that all participants use only such equipment as is appropriate for the baseball field as constructed.
- d **Incorporation Board Policies 05.3 and 05.31.** Except as specifically otherwise provided, Board Policies 05.3 and 05.31 are incorporated herein. Disregard of the rules and regulations governing the use of the school buildings, equipment and facilities shall result in the refusal of the District to grant the offending organization further use.
- e **No Endorsement.** The organization acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of you r organization's event or activity.
- f **To promptly pay the applicable fees set forth below.** All fees and costs owed under this agreement shall promptly be pa id on or before August 2020.

The applicable fees and cost are as follows:

- i. Rental Fee. The organization shall pay a rental fee in the amount of \$250.00 per use and shall not exceed \$6,000.
- ii. Mowing Fee. District personnel only shall mow the facilities in order to keep the facilities in proper order for use by the organization as often and in accordance with the determination of the District's Director of Facilities. The organization shall pay to the District a Mowing Fee of \$55.00 per additional mowing requested by the organization.
- iii. Bathrooms. The organization shall be allowed to use the conventional restrooms located at CCHS baseball field.
- iv. Maintenance Materials. The District's Designee shall properly prepare and maintain the baseball fields and other used facilities in accordance with the directions of the District's Director of Facilities or his designee. All field preparation materials, such as Field Dry, used by the organization shall be approved in advance with the District's Director of Facilities or his designee. The organization shall use field marking paint as provided by the District at a cost of \$5.00 per 24 ounce bottle, which shall be due at the time of use.
- v. Lighting Fee. The organization shall not be required to pay to the District a lighting fee.
- vi. Supervisory Personnel. The District shall provide a supervisory staff member at each event of use. The organization shall not be required to pay for said supervisory staff members.
- vii. Technical Assistance Fee. To the extent that there is technical service (e.g., plumbing, lighting, scoreboard, PA) required, the District only shall provide such service at a cost of \$50.00 per hour.
- g. Facilities Included. The bleachers, press box, scoreboards, public announce system, batting facility, and dugouts shall be available to the organization for proper use by the organization. The organization and all individuals attending any event of use by the organization shall park in the designated areas for parking.
- h. Equipment Available. The District's field preparation tools, motorized equipment, and other equipment may be used or made available to the organization in the discretion and under the supervision of the District's supervisory personnel on site. A tarp can be used under supervision of designee. The organization will be charged a replacement cost if any damage is caused to the field.
- j. Concessions Reserved for School Groups. The organization shall not sell or otherwise offer concessions at its events. The District shall offer the opportunity to serve and sell concessions to various school groups as determined by the District. The school group(s) to which the District awards the opportunity to sell concession must comply with the conditions set forth in the applicable RFP from the District to eligible school groups, which will include, among other terms, a requirement that the concessions-selling school group pay Hoptown Hoppers, Inc. \$5,000.00 by no later than August 2020.

In the event no school groups are interested in operating the concession stands under the terms specified by the District, the organization shall have the opportunity to do so. Concessions will be sold to players at a 50% discount. Whatever group or organization operates the concession stand during any given event shall be responsible for the cleanup/pickup of the field and bathrooms.

- k. **Fire and Safety Regulations.** The organization shall comply with all applicable state, federal and local fire and safety laws and regulations.
- l. **Prohibition Tobacco/ Alcohol Products.** The organization shall not permit the use of tobacco products on the leased premises and shall not permit the use of alcoholic beverages in the school buildings or on school grounds.
- m. **Immoral/Illegal Activity.** The organization shall not permit the occurrence of any immoral or illegal activity on the premises during the organizations use of said premises.
- n. **No Sublease or Assignment.** The organization shall not sublease or reassign this agreement or any portion of the building or item of equipment covered by this agreement.
- o. **Condition of Facilities.** The organization shall leave the facilities in as good a condition as before used following each event of use, except that the school group in charge of concessions shall be responsible for cleaning up of the field and bathrooms.

HOPTOWN HOPPERS, INC.:

By: _____
Ted Jatczak, President

Date

CHRISTIAN COUNTY BOARD OF EDUCATION

By: _____
Linda Keller, Chairperson

Date