


## FOOTBALL FIELD LEASE AGREEMENT

This is an Agreement between the Newport Board of Education, hereinafter referred to as "Board" and the *Kings Soccer Academy/Town & Country*, hereinafter referred to as "League."

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

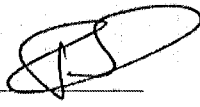
1. **Premises.** The Board agrees to lease the Board's football field to the League for the sum of \$11,700. *less Deleted Days of 3/5, 3/12, & 3/19* 
2. **Term, effective date of Agreement.** The term of this Agreement will be for up to *nine (9)* dates: March ~~8~~-6-7, March ~~12~~-13-14, and March ~~19~~-20-21, 2021 and shall not renew thereafter. The exact dates shall be subject to the approval of the Board. The effective date of this Agreement is *February 15, 2021* regardless of the date executed.
3. **Termination of Agreement.** The Board may terminate this lease agreement for any reason at any time with the League being responsible for each field use up to said date of termination. League may terminate this agreement at any time, and must pay 50% of the remaining field use dates upon termination.
4. **Exclusive rights.** On the dates upon which League leases said field, it will have the exclusive right to use field.
5. **Field Maintenance.** The Board maintains the field and League shall return said field in the identical condition it was in prior to League's use.
6. **Bathroom Facilities.** Board agrees to supply all janitorial supplies/materials for the bathrooms located at the field.
7. **Concessions.** Concessions will be assigned by the Newport Board of Education.
8. **Hold Harmless agreement.** League, its successors and **Kings Soccer Academy** 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 brought by any person or other entity arising from or related to the League'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 brought against the Board.
9. **Insurance.** League 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.
10. **Compliance with Law.** League will comply with all federal, state, city, and county laws, statutes and/or ordinances.
11. **Non-assignment of agreement.** This agreement shall not be assigned or transferred by League to any other organization or entity without written consent of the Board.
12. **Law of Kentucky.** This Agreement will be construed according to the laws of the Commonwealth of Kentucky.
13. **Entire Agreement.** This Agreement is the entire agreement of the parties.

14. **Waiver of subrogation.** The parties agree that each waives all rights against each 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.
15. **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 League's operation of the field.
16. **Surrender of premises.** League agrees to surrender the premises to the Board after each use in at least the same condition as they were delivered.
17. **Duty to maintain premises.** League agrees to maintain the premises in a clean and orderly fashion.
18. **No unlawful activity.** League agrees to make a good faith effort to prevent unlawful activity on the premises.
19. **"As is" condition.** The leased premises are being delivered by the Board in an "as is" condition, and the Board makes no representations to League as to the condition of the premises.

IN WITNESS WHEREOF, each party has set their signatures on the   24th   day of   February   2021.

**NEWPORT BOARD OF EDUCATION**

BY: \_\_\_\_\_  
Ramona Malone, Chairman

BY:   David McIver     
  Kings Hammer SC Sr. Director of Events