

**Application and Agreement for Use of District Property**

**APPLICATION**

**Name of Sponsoring Organization/Activity:** Hoptown Hoppers, Inc. Telephone 270-348-6322

**Representative's Name:** Charlie Henderson

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

The above organization/individual requests the use of:

***HHS Baseball Facility: field, bleachers, press box, public announcement system, bathrooms, indoor hitting facility and dugouts.***

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

If yes, specify equipment N/A Operator's Name: N/A

Is the organization planning to conduct sales on the school premises? YES

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

Building/school/facility: CCHS Baseball Field

Purpose: Ohio Valley League (collegiate athletes)

Date(s) Requested: Memorial Day Weekend - August 2023

Time(s) Requested: Afternoons and Weekends

Will public be admitted? YES

Will advertisement(s) be used? YES

Will admission be charged? YES

**AGREEMENT**

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:  
CCHS 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 CCHS Baseball Field periodically Memorial Day Weekend through August 2023 so long as the organization strictly complies with the terms set forth herein.

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 CCHS 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 interferes with regular school activities. The District Superintendent (or her designee) may cancel, stop, or postpone the use or continued use of the CCHS Baseball Field in the event that he or his 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 provided to the additional insureds shall be designated as primary. 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 the 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. Disregarding 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 your 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 paid on or before August 2023.

**The applicable fees and costs are as follows:**

- i. **Rental Fee.** The organization shall pay a rental fee in the amount of \$7,000.
  - ii. **Bathrooms.** The organization shall be allowed to use the conventional restrooms located at CCHS baseball field.
  - iii. **Maintenance Materials.** The District's Designee(s) 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.
  - iv. **Lighting Fee.** The organization shall not be required to pay to the District a lighting fee.
  - v. **Supervisory Personnel.** The District shall provide a supervisory staff member at each event of use.
  - vi. **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, CCHS BB indoor hitting facility, CCHS BB field, dugouts (concessions if applicable) shall be available to the organization for proper use by the organization. The organization will be charged a repair and/or replacement cost if any damage is caused to any facilities included in this contract.
- The organization and all individuals attending any event of the organization shall park in the designated areas for parking.
- h. Field Supplies**
- The cost of field supplies used during the 2023 Hoppers season will be billed as follows:
- I. Concessions ran by organization other than the Hoppers
    - i. A weekly invoice will be provided to the Hopper GM. A final invoice will be provided to the Hopper GM and that amount will be deducted from the \$5000 required to be paid to the Hoppers for the opportunity to sell concessions at the 2023 Hoppers home games.
  - II. Concessions ran by the Hoppers
    - i. A weekly invoice will be provided to the Hoppers GM. A final invoice will be provided to the Hopper GM and that amount will be billed to the Hoppers to be paid to the organization that purchased field supplies.
- i. 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.
- 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 2023.

*If concessions are ran by organization other than the Hoppers, an invoice will be provided to the Hoppers GM and the total field supplies cost will be deducted from the \$5000 required to be paid the Hoppers for the opportunity to sell concessions at the 2023 Hoppers home games.*

If concessions are ran by the Hoppers, all profits will go directly to the Hoppers organization

Concessions will be sold to all participating players/coaches 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.

In the event, the organization using the concession stand chooses not to cleanup/pickup field and bathrooms, the said organization will be charged a custodial fee of \$ /hour. This organization will be provided an invoice and billed the total fee at the conclusion of the Hoppers season.

- 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 or organization in charge of concessions shall be responsible for cleaning up of the field and bathrooms.

**HOPTOWN HOPPERS, INC.:**

By: \_\_\_\_\_

Charlie Henderson, President

\_\_\_\_\_

Date

**CHRISTIAN COUNTY BOARD OF EDUCATION:**

By: \_\_\_\_\_

Tom Bell, Chairperson

\_\_\_\_\_

Date