

LEASE OF CITY BASEBALL PARK

THIS AGREEMENT made and entered into by and between the **City of Madisonville, Kentucky**, ("City"), Post Office Box 705, Madisonville, Kentucky, 42431, and the **Hopkins County Board of Education**, ("Board"), 320 South Seminary Street, Madisonville, Kentucky, 42431.

WITNESSETH: That for and in consideration of the economic and recreational benefits which will inure to the City of Madisonville and its inhabitants, the City of Madisonville does hereby lease, let and demise unto the Hopkins County Board of Education Elmer Kelley Stadium located in the Madisonville City Park including the baseball field, concession stand, bleachers, restrooms and the adjoining parking lot upon the following terms and conditions:

1. This lease shall be for an initial term commencing on March 1 through May 31 (or end of post season) of each year for a period of five (5) years commencing March 1, 2024. At the end of the term of this lease, unless either party gives six (6) months' notice of its intention to terminate the lease, then the lease shall renew annually for one year terms until such time as the lease is terminated. The rental for each season shall be \$1,500.00.
2. The leased premises are to be utilized for playing baseball and baseball related activities only. No fireworks are to be discharged on or about the leased premises.
3. In the event the cost of providing utilities service to the leased premises increases by more than 25% above the utilities during the previous year, the City of Madisonville reserves the right to bill the Board of Education for the overage.
4. During the baseball season from March 1 to May 31 (or end of post season) of each year, the City of Madisonville Parks Department Crew shall maintain cleanliness of the bathrooms and ensure toiletry items are stocked before and after home games for an annual cleaning fee of \$750.00. The season's schedule shall be emailed to the Park Department Superintendent before February 15 of each year. Board through its players and coaches shall be responsible for the routine maintenance of the baseball field and facilities at Elmer Kelley Stadium. The Board, players and coaches are responsible for cleaning of the locker rooms. Any major capital

improvements including but not limited to any repairs to the parking lot, bleachers or restrooms upon the facilities, shall be the responsibility of the City. Off-season rent (August 15 or end of Miner's post season) through February 28 of the following year shall be \$750.00. Madisonville North Hopkins High School players shall only use the bathroom facility behind the visitors' dugout and to maintain cleanliness and stocking of toiletry items throughout the off-season.

5. The total amount of the yearly rental (\$3,000.00) shall be paid by check payable to the City of Madisonville and mailed to P. O. Box 705, Madisonville, Kentucky 42431, for delivery on or before February 15 of each year.

6 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 of Madisonville with the City of Madisonville named as a co-insured thereon. The Board shall furnish a copy of said insurance policy together with a receipt showing payment of the premium due thereon prior to the commencement of the lease term. Failure to maintain said insurance during the lease term shall constitute an act of default giving the City of Madisonville the right to immediately terminate this lease until such insurance is in full force and effect.

7 The Board agrees to indemnify and to hold the City of Madisonville, its council members, agents, and employees, harmless from and against all claims for damages to both persons and property arising out of or in any way associated with the exercise of the rights herein granted and/or relating to any activity conducted on or about the leased premises during the lease term including reasonable attorney fees, expert witness fees, and Court costs.

8 At the conclusion of the lease term the Board shall vacate and surrender possession of the leased premises to the City of Madisonville in substantially the same condition and state of repair as existed upon the commencement of this lease normal and ordinary wear and tear excepted.

9 During the lease term the Board shall have the right to charge admission, sell concessions and advertising. The City of Madisonville shall have the right to require the removal of all advertising at the conclusion of the lease term.

EXECUTED this _____ day of February, 2024.

CITY OF MADISONVILLE, KENTUCKY

Kevin Cotton, Mayor

HOPKINS COUNTY BOARD OF EDUCATION

John Osborne, Chairperson

Attest:

Amy Smith, Superintendent

Prepared by:
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