

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into effective on the date of the last party to execute this Agreement (the "Effective Date") by and between BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY operating as Jefferson County Public Schools ("JCPS"), an instrumentality of the Commonwealth of Kentucky and public body corporate and OKOLONA BASEBALL, INC., a Kentucky non-profit corporation ("Licensee").

### WITNESSETH:

WHEREAS, JCPS operates Southern High School ("Southern") at 8620 Preston Hwy., Louisville, Kentucky 40219 (the "Property");

WHEREAS, Licensee desires to maintain, use and operate certain athletic fields, spectator seating, a concession/meeting building and other related facilities and/or amenities (collectively the "Facilities") existing as of the date of this Agreement on a portion of the Property (the "Subject Property"), as shown on the image attached hereto as Exhibit A and made hereof (the "Depiction of Subject Property Exhibit");

WHEREAS, Licensee may desire during the term of this Agreement to construct additional facilities and/or amenities related to the Facilities ("Additional Facilities"); and

WHEREAS, JCPS and Licensee have reached certain agreements and understandings concerning the maintenance, use and operation of the Facilities and the potential construction, maintenance, use and operation of Additional Facilities and desire to memorialize the same.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Cooperation:** It is the express intention of the parties to cooperate with each other to ensure the successful maintenance, use and operation of the Facilities and subject to the terms and conditions of Section 2 below and the other provisions of this Agreement, the potential construction, maintenance, use and operation of Additional Facilities, as assets for use by Licensee and its Permittees (as defined below), such as children of the Okolona neighborhood under Licensee's supervision.
2. **Right to Enter; Construction of Additional Facilities:** Subject to the terms and conditions of this Section 2 below and the other provisions of this Agreement, JCPS hereby grants Licensee, its employees, agents, invitees, guests, architects, engineers, consultants and contractors (individually and collectively, "Permittees") the right to enter upon the Subject Property to perform all necessary services and to provide all necessary materials related to the (i) maintenance, use and operation of the Facilities and (ii) construction, maintenance, use and operation of Additional Facilities (if any). If Licensee desires to make any alterations to Facilities or to construct Additional Facilities, then prior to any such alterations or construction, Licensee must obtain written approval of such alterations or construction together with the plans and specifications ("Plans") for such alterations or construction from each of the Principal and Athletic Director of Southern and as otherwise required by JCPS, the Kentucky Department of Education and any other governmental authority whose approval is required pursuant to applicable law.

During any alterations to the Facilities and any construction of Additional Facilities, Licensee shall (and JCPS may in JCPS's discretion) perform such inspections of such alterations and performed as it deems necessary to confirm that such alterations and construction is or are being constructed in accordance with the Plans and applicable laws, ordinances, regulations and codes. JCPS shall have the right to (i) make JCPS's approval of alterations, construction and/or the Plans conditioned upon Licensee fulfilling certain requirements, as determined by JCPS in JCPS's sole discretion and (ii) require Licensee to replace any alterations and construction not completed in accordance with the Plans and applicable laws, ordinances, regulations and codes in a manner satisfactory to JCPS, in JCPS's sole discretion.

3. **Use of Facilities and Additional Facilities:** Licensee shall use and operate the Facilities and Additional Facilities (if any) for the purpose of providing baseball and softball, on a non-discriminatory basis, for the children of Jefferson County. All locks on the Facilities and Additional Facilities (if any) will be keyed by JCPS, at the cost and expense of Licensee, and Licensee will give Southern a full set of keys for all such locks.

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4. **Access and Parking:** Access to the Subject Property shall be over the asphalt roadway (the "Roadway") as shown on Depiction of Subject Property Exhibit. Parking shall be on the existing parking lot at the north end of the Southern football field and the parking lot at the south end of the Southern football field (collectively, the "Parking Lots"), as shown on the Depiction of Subject Property Exhibit. Licensee, at Licensee's sole cost and expense, shall maintain the Roadway and Parking Lots during the term of this Agreement. Licensee acknowledges and agrees that Licensee's use of the Roadway and the Parking Lots shall be on a nonexclusive basis; provided, however, Southern and Licensee shall use their respective best efforts to minimize overlapping schedules. Any changes to the Roadway and/or the Parking Lots must be approved by JCPS and the Principal and Athletic Director of Southern in advance. Any use of the Parking Lots and the Roadway by Licensee and Permittees shall be consistent with Southern's School Based Decision Making (SBDM) Council policies and JCPS's policies regarding community use of school facilities.

5. **Compliance with Laws; No Interference:** Licensee and all Permittees shall observe, comply with and obey all laws, ordinances, regulations and codes applicable to the maintenance, use and operation of the Facilities and the construction, maintenance, use and operation of Additional Facilities (if any). All Permittees shall use the due care in conducting their activities on the Subject Property and shall comply with all applicable laws, ordinances, regulations and codes and shall obtain and comply with all permits, orders or other directives in connection with same. Any and all work performed on the Facilities and Additional Facilities (if any) by Licensee and Permittees, or otherwise, shall be done in a good, safe, workmanlike and commercial reasonable manner and in no event shall Licensee or Permittees interfere with the operation of Southern or the exercise by other licensees of privileges which JCPS may elect to grant in the Subject Property. Licensee shall be solely and exclusively responsible for supervising participants in and attendees of its activities, and for selecting and supervising staff who operate its activities. Any use of the Subject Property by Licensee shall be consistent with Southern's School Based Decision Making (SBDM) Council policies and JCPS's policies regarding community use of school facilities.

6. **Repairs:** Licensee shall, at all times during the term of this Agreement at Licensee's expense, maintain and make all repairs to the Facilities and Additional Facilities (if any) as are required or advisable to keep the Facilities and Additional Facilities (if any) in a good and safe condition. If Licensee does not make such repairs within thirty (30) days after receipt of notice from JCPS that such repairs are required, then JCPS may make the repairs, and Licensee shall pay JCPS on demand JCPS' actual costs of the repairs, plus overhead. If emergency repairs are needed to protect persons, or property, or to allow the use of the Subject Property, JCPS may provide notice to Licensee regarding the need for such repairs and if Licensee does not make such repairs within twenty four (24) hours after such notice has been given, JCPS may make such repairs at Licensee's expense, plus overhead.

7. **Liens:** In the event the Property, or any part thereof (including the Subject Property), shall at any time during the term of this Agreement become subject to the filing of any mechanic's lien, laborer's lien, materialmen's lien or similar type of lien or encumbrance based upon furnishing of materials or labor in connection with the Facilities and/or Additional Facilities (if any), Licensee shall (and hereby does) agree to indemnify, defend and hold harmless JCPS, Southern and the Property (including the Subject Property) against such lien or other encumbrance of similar nature, and from any and all loss, cost, claim, damage and expense, including, but not limited to, reasonable attorney fees incurred by JCPS or Southern as a result of any such lien or encumbrance. Licensee shall cause any such lien or encumbrance, at the sole cost and expense of Licensee, to be released or discharged within sixty (60) days after any filing of same against any of the Property (including the Subject Property) by payment of the same or by substitution of a bond or by such other instrument or method as Licensee may elect. If Licensee fails to

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discharge such lien or encumbrance within such sixty (60) day period, JCPS may terminate this Agreement and pursue all remedies available at law and in equity; provided, however, the Licensee's indemnification, defense and hold harmless obligations set forth in this Section 7 shall survive termination and/or expiration of this Agreement.

8. **Maintenance of Subject Property:** Licensee, at its sole cost and expense, shall cause the Subject Property, including the Facilities and Additional Facilities (if any) to be maintained in a clean and orderly condition reasonably clear of paper, plastic containers, debris and rubbish. Trash receptacles shall be provided by Licensee at appropriate places throughout the Subject Property and Licensee shall be responsible for trash pick-up. Licensee shall keep the Subject Property mowed (including fence lines) in a neat and presentable appearance at regular intervals, as needed during the growing season. JCPS shall have no maintenance obligations, whatsoever, with respect to the Subject Property, the Facilities or the Additional Facilities (if any) during the term of this Agreement.
9. **Utilities:** Licensee shall pay or cause to be paid all charges for gas, water, sewer, electricity, telephone and any and all other utility services furnished to the Subject Property. Licensee shall arrange, at its sole cost and expense, for the installation of separate meters, as necessary, to monitor its utility uses on the Subject Property.
10. **Management of the Facilities and Additional Facilities:** Licensee shall be solely responsible for the management and operation of the Facilities and Additional Facilities (if any) and the conduct of Licensee and Permittees on the Subject Property. Licensee shall not allow any illegal activities to occur on the Subject Property. Licensee shall notify the Principal and Athletic Director of Southern of the name of any and all representatives of Licensee who is or are responsible for the management and operation of the Facilities and Additional Facilities (if any) when they are being used by Licensee. The Principal of Southern has designated the Athletic Director of Southern to act as liaison between Southern and Licensee. The Athletic Director of Southern shall be the person to whom Licensee provides the names of its representatives with respect to activities of Licensee conducted on the Subject Property. Licensee acknowledges and agrees that Licensee representatives must be on Subject Property at the Facilities and Additional Facilities (if any) whenever Licensee is maintaining, using and/or operating the Facilities and whenever Licensee is constructing, maintaining, using and/or operating Additional Facilities (if any).
11. **Insurance:** During the term of this Agreement, Licensee, at Licensee's sole cost and expense, shall maintain and keep in force the following insurance with reputable, national insurers, with JCPS named as an additional insured:
  - a. Property Insurance for fire, extended coverage, vandalism and malicious mischief for not less than 90% of the full replacement cost of any and all buildings and other insurable improvements constructed, maintained, used and/or operated by Licensee on the Subject Property.
  - b. Commercial General Liability Insurance insuring against general liability, including, without limitation, bodily injury, death, property damage and contractor liability, for not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
  - c. Worker's Compensation and Employer's Liability Insurance sufficient to meet the statutory requirements.

Certificates of Insurance shall be delivered to JCPS not less than thirty (30) days after the Effective Date. All policies of insurance must require insurers to notify JCPS in writing not less than thirty (30) days before any material change, reduction, cancellation or termination.

12. **Indemnification:** Notwithstanding the requirement of insurance as set forth in Section 11 of this Agreement, Licensee shall indemnify, defend and hold harmless JCPS and

Southern from and against any and all claims, actions, damages, liability and expenses arising from, out of, or in connection with the access to, construction, maintenance, use or operation of the Facilities, the Subject Property and the Additional Facilities (if any) by Licensee and/or any and all Permittees unless such claims, actions, damages, liabilities and expenses are caused by the gross negligence or willful misconduct of JCPS, its employees or agents. The indemnification, defense and hold harmless obligations provided in this Section 12 shall survive termination and/or expiration of this Agreement.

**13. Environmental Matters:**

a. Licensee shall not bring to, transport across or dispose of any Hazardous Substances, as hereinafter defined, on the Subject Property, and Licensee, in addition to the indemnifications set forth in Section 12 hereof shall indemnify, defend and hold harmless JCPS and Southern from and against all loss, damage, claims, liability and expense arising from or connected with the use of the Subject Property by Licensee and/or any and all Permittees including, without limitation, any and all contamination by Hazardous Substances, as hereinafter defined. The indemnification, defense and hold harmless obligations provided in this Section 13 shall include all legal costs and reasonable attorney fees incurred by JCPS and Southern in connection with any such loss, damage, claim, liability and expense any action or proceeding occurring in conjunction therewith.

b. As used herein, "Hazardous Substances" means and includes all hazardous, toxic, ignitable, reactive or corrosive substances, wastes, materials, compounds, pollutants and contaminants (including without limitation, asbestos, polychlorinated biphenyls and petroleum products which are included under or regulated by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601, et seq., The Toxic Substances Control Act, 15 U.S.C. 2601 et seq., The Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., The Clean Air Act, 42 U.S.C. 7401 et seq., Oil Pollution Act of 1990, 33 U.S.C. 2701 et seq., or any other federal, state or local statute, ordinance, law, code, rule, regulation or order regulations or imposing liability (including strict liability) or standards of conduct regarding hazardous substances or materials.

c. The indemnification, defense and hold harmless obligations provided in this Section 13 shall survive termination and/or expiration of this Agreement.

**14. Term:** In accordance with established policy of JCPS, the initial term of this Agreement shall be one (1) year, commencing on the Effective Date. The term shall renew automatically for twenty (20) additional one (1) year renewal terms unless JCPS or Licensee provides written notice of nonrenewal to the other at least ninety (90) days before the end of the initial term or before the end of such renewal term as applicable.

**15. Event of Default; Termination.** The occurrence of any of the following events constitutes an "event of default" by Licensee under this Agreement: If Licensee fails to perform any other term of this Agreement, and such failure continues (a) for more than the cure period (if any) expressly set forth in this Agreement applicable to such failure, or if no such cure period is expressly set forth in this Agreement applicable to such failure (b) for thirty (30) days after written notice from JCPS, except such thirty (30) day cure period shall be extended as reasonably necessary (but not to exceed an additional thirty (30) days) to permit Licensee to complete such cure of such failure if Licensee continuously and diligently pursues completion of such cure. If any event of default occurs, JCPS (without notice or demand except as expressly required above) may seek any remedy available to it at law or in equity, and JCPS may terminate this Agreement, in which event Licensee shall immediately surrender the Subject Property, Facilities and Additional Facilities (if any) to JCPS in accordance with the terms and conditions of this Agreement.

**16. No Assignments or Sublicenses.** Licensee shall not assign this Agreement nor



sublicense the Subject Property, Facilities or Additional Facilities (if any). Licensee shall not permit any third party to use the Subject Property, Facilities or Additional Facilities (if any).

17. **Educational Occupancy.** Licensee acknowledges and agrees that (i) any and all activities and work on the Subject Property (and all of the Property) are subject to laws, ordinances, regulations and codes pertaining to properties with education occupancy, which Licensee and Permittees shall not violate, (ii) Licensee and all Permittees may be required to be subject to certain codes of conduct, which Licensee and Permittees shall not violate, (iii) this Agreement and Licensee's and Permittees' use of the Subject Property shall be subject to KRS 17.545 (2) pertaining to registered sex offenders, which Licensee and Permittees shall not violate and (iv) neither firearms nor alcohol nor drugs shall be permitted on the Subject Property (or any of the Property).

18. **Captions.** The section and paragraph headings contained in this Agreement are for the reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. **Notice.** Any notice or demand under this Agreement shall be made by certified or registered mail, return receipt requested or reliable overnight courier (with written confirmation of delivery) or email (with confirmation that such email was sent) to the address of other parties set forth below:

If to JCPS: Jefferson County Public Schools  
C.B. Young Jr. Service Center  
3001 Crittenden Drive  
Louisville, Kentucky 40209  
Attn: Amanda Satterly, Coordinator of Fiscal Operations  
Email: \_\_\_\_\_

with a copy to: Southern High School  
8620 Preston Hwy.,  
Louisville, Kentucky 40219  
Attn: \_\_\_\_\_, Principal  
Attn: \_\_\_\_\_, Athletic Director  
Email: \_\_\_\_\_  
Email: \_\_\_\_\_

If to LICENSEE: Okolona Baseball, Inc.  
9311 Preston Highway  
Louisville, Kentucky 40219  
Attn: Stacy Foster, League President  
Email: s.foster@twc.com

Any such notice is deemed received one (1) business day following deposit with a reliable overnight courier, or five (5) business days following deposit in the mails, or the day that the email is sent (with confirmation that such email was sent), as required above. JCPS or Licensee may designate any other address by written notice to the other.

20. **Surrender of Subject Property.** Upon the expiration or termination of this Agreement for any cause, Licensee shall peacefully vacate the Subject Property in good order and condition except for reasonable wear and tear. The Facilities and any and all improvements constructed, made or changed to the Subject Property (including without limitation Additional Facilities) shall be and remain the property of JCPS, and Licensee hereby releases and waives any and all claims of ownership, title and control of the Facilities and such improvements. Licensee will repair any damage to the Subject Property, the Facilities and Additional Facilities (if any) caused by Licensee's and/or Permittees use of the Subject Property, Facility and Additional Facilities (if any) except for reasonable wear and tear.

21. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and permitted assigns (if any).
22. **No Waiver.** No provision of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the parties in the administration of this Agreement shall waive or lessen any party's right to insist upon strict performance of the terms of this Agreement. The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.
23. **Governing Law.** This Agreement is governed by the laws of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the courts, state or federal, within Jefferson County, Kentucky, and each party expressly waives the right to bring any legal action or claims in any other courts.
24. **Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed to be an original but all of which together shall constitute but one agreement. Scanned and emailed copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures.

<the remainder of this page is intentionally left blank; signature page follows>

IN TESTIMONY WHEREOF, witness the signatures on behalf of each of the parties to this License Agreement effective as of the Effective Date, as defined above.

ICPS:

**BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**

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

Name: Dr. Brian Yearwood, Ed.D.

Title: Superintendent

Date: \_\_\_\_\_

LICENSEE:

**OKOLONA BASEBALL, INC.,**  
a Kentucky non-profit corporation

By: Stacy Foster

Name: Stacy Foster

Title: League President

Date: 8/25/25

Attachment:

**Exhibit A - Depiction of Subject Property Exhibit**

## Depiction of Subject Property Exhibit

Subject Property consists of athletic fields, spectator seating, a concession/meeting building, and other amenities located on the property of Southern High School west of the Southern football field which contains 10 acres, more or less, and a batting cage facility which was constructed in 2002 and is located on the property of Southern High School.