

ANNUAL ATHLETIC FACILITIES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between the _____, hereinafter called "Athletic Association" and North Lebanon Township, hereinafter called "NLT"

THIS AGREEMENT will be required by any group, organization, etc. using any NLT facilities. NLT may request additional requirements at their discretion.

1. NLT agrees to provide to the Athletic Association the use of the facilities located at _____.
The facilities for dates and time specifically set forth in the schedule approved by NLT.
2. The Athletic Association shall submit a "requested" schedule to the Assistant Manager for field scheduling. Contact names and phone numbers will also be required upon schedule submission. NLT shall have the right to require that an event be moved, postponed or cancelled if it appears that damage to the facility might result from its use due to inclement weather or other unsuitable conditions.
3. The Athletic Association shall use the fields in the manner in which fields were designed and for their intended purpose only.
4. The Athletic Association shall also be responsible for the proper parking of spectator cars in designated areas and proper crowd control; no cars or vehicles shall be permitted to park on grassy areas, in "no parking" zones or to obstruct/interfere in any way access to any buildings/property in case of emergency.
5. After each use of the facilities, the Athletic Association agrees to clean up all trash and rubbish, practice good recycling efforts and leave the premises in a clean and orderly condition.
6. The Athletic Association shall file a copy of the liability insurance policy naming NLT as additional insured in the amount of \$500,000 before the use of any facilities will be granted and shall provide proof of insurance to NLT in such form as acceptable by NLT. The Athletic Association agrees to hold NLT harmless from any claims, expenses, losses, lawsuits, attorneys fees and costs which are due as a result of the Athletic Association's activities authorized under the terms and provisions of this AGREEMENT.
7. The Athletic Association will also honor any other existing agreements that NLT has in place.

8. This AGREEMENT shall be from the _____ day of _____, 20____ to the _____ day of _____, 20____, subject to it being revoked on 10 days written notice for violating the terms of this AGREEMENT or the Rules and Regulations provided to Athletic Association by NLT. In case of vandalism, or lack of control of the spectators, or any violation of any terms of this contract by the Athletic Association, NLT shall be entitled to revoke use of the field by the Athletic Association with a written notice.
9. NLT shall charge penalties and fees as established by Resolution of NLT and as provided to Athletic Association if this AGREEMENT has not been followed.
10. NLT will not be responsible for any Association placed property, including buildings, located on NLT property.
11. The Athletic Association will also follow the applicable guidelines as outlined in Exhibit "A", field maintenance AGREEMENT and Exhibit "B", concession stand bathroom AGREEMENT.
12. A signature along with a fee of \$_____ will be required prior to field authorization.
13. The rights and duties of NLT under this AGREEMENT may be assigned to the North Lebanon Township Park and Recreation Board.
14. The Athletic Association may not assign this AGREEMENT to any third party and may not authorize or permit other to use the facilities as provided for under this AGREEMENT.
15. The Athletic Association shall return all keys to NLT at the end of each season, and if any keys are not returned, the Athletic Association shall pay the costs to change the lock and to provide new keys.

Athletic Association

NLT

Exhibit "A"-Field Maintenance AGREEMENT

NLT shall provide the following:

- NLT shall maintain turf areas on the fields to include mowing, weed control, fertilizing, herbicide spraying and any other treatment deemed necessary by NLT.
****Note: It is unlawful for anyone other than a licensed twp. employee to apply any type of weed control, fertilizer, or herbicide spray.
- NLT shall perform all pre-season turf maintenance. NLT shall provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by NLT.
- NLT shall provide diamond-tex for all township fields. The amount is to be requested no later than the September 1. Park & Rec. meeting of the current year.
- NLT shall maintain all bleachers/benches in a safe and secure condition.
- NLT shall maintain any and all scoreboards.
- NLT shall provide for trash removal.

Athletic Association shall provide the following:

- The Athletic Association shall be responsible to erect and remove any temporary orange fencing. The type of temporary fencing and the location shall be approved by NLT.
- The Athletic Association will be responsible for line striping or markings required for the field facilities.
- The Athletic Association shall be responsible for the dragging of the skinned infield areas.
- The Athletic Association shall remove goals and players benches after every practice/game if the fields are on the outfield of a ballfield in the spring.
- The Athletic Association shall repair any damage to the playing area resulting from a player standing in one position and kicking the turf or from damage caused by negligent or intentional acts of those authorized to use the fields by the Athletic Association. A charge may be assessed to the Athletic Association for damages done to any of the facilities.
- The Athletic Association shall be responsible for policing and clean-up of all litter on the fields to include playing areas, dugouts, fences, backstops, bleachers, concession stands and adjacent grounds. All litter shall be placed in trash bags for pick up at the designated site. All recyclables must be recycled per NLT Ordinance.
- The Athletic Association, with the approval of NLT, will be responsible for the storage and pick up of all equipment after the completion of each game, i.e. bases, drags, ladders, or any other items as needed. There will be no storage of any motorized vehicles in any Athletic Complex concession stands.
- The Athletic Association shall be prohibited from performing any maintenance to any turf, field areas or structures without written permission from NLT.
- The Athletic Association will be prohibited from making any improvements to any NLT facilities without written permission from NLT.
- Any request for improvements to facilities must be submitted to the Park & Rec. Board by the Sept. meeting.

Exhibit "B"-Concession Stand /Bathroom AGREEMENT

NLT shall provide the following:

- NLT shall be responsible for all trash collection generated by the concession stand inside the complex area. NLT will furnish trash receptacles, as well as recycling receptacles. Recycling is mandated in NLT.
- NLT shall provide restroom supplies.
- NLT shall be responsible for off-season winterizing of plumbing fixtures and cutting off all water and electricity inside the concession stand at a date to be determined each year by NLT. NLT will notify the Athletic Association of the date in advance, unless a change in the weather conditions require winterizing at an earlier date. In this case, NLT will notify the Athletic Association as soon as possible.
- NLT shall be responsible for underground utility lines and pipes leading up to the concession stand. NLT will have the water to concession stands turned on by March 1st of each year unless freezing weather conditions are prevalent.
- NLT will issue keys to the contact person of the Athletic Association. The keys will be turned into NLT at the end of each season and be reissued to the new contact person.
- NLT will be responsible for payment of all utilities.
- NLT shall not be liable for any items which are vandalized, lost, stolen or damaged.

Athletic Association will be responsible for the following:

- The Athletic Association shall have use of the concession stand.
- The Athletic Association shall, at all times for the duration of the AGREEMENT, maintain the inside of the concession stand and shall be responsible for all appliances and all equipment necessary for storage, preparation, and serving of food and drinks in a safe, sanitary manner, commensurate and in compliance with Twp. Ordinances, county, state, federal statutes and acceptable applicable agencies.
- The Athletic Association shall comply with all state and county health regulations governing the public sale of food and drink. They must also secure any certificates needed to operate the stand and must provide copies of the certificates to NLT prior to using the facilities.
- The Athletic Association shall at all times during the duration of the AGREEMENT, be responsible for the sanitary conditions of the plumbing fixtures, equipment, walls, ceilings, floors, cabinets, doors, etc. on the inside of the concession stand and corresponding restrooms.
- The Athletic Association shall be responsible for the total contents of the concession stand, securing any insurance for all of the contents and paying the insurance premiums.
- The concession facilities shall only be operated by the Athletic Association, its agents, officers, employees, volunteers and members, and such operation shall occur only during regularly scheduled games.
- Follow all applicable NLT Ordinances