

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 _____ for dates and time specifically set forth in the schedule approved by NLT.
2. The Athletic Association shall submit a "**requested**" practice and game schedule to the Administrative Assistant 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. Please indicate when your season starts and ends. If you have a spring and a fall season, please list both.

Spring – starts _____ ends _____

Fall – starts _____ ends _____

4. The Athletic Association shall use the fields in the manner in which the fields were designed and for their intended purpose only.
5. 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, walking paths, or in "no parking" zones; no vehicles shall in any way obstruct/interfere with access to any buildings/property in case of emergency.
6. 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.
7. The Athletic Association using the facilities shall provide a Certificate of Insurance to NLT, evidencing a current general liability insurance policy in the amount of \$500,000 and naming NLT as additional insured before the use of any facilities will be granted. This must be submitted along with this application and PRIOR to approval to use the premises.
8. The Athletic Association using the facilities shall comply with all applicable Pennsylvania laws governing volunteers working with children. Criminal background checks and child abuse clearances for all volunteers fourteen (14) years and older shall be obtained and maintained by the respective association or organization.

9. The Athletic Association will also honor any other existing agreements that NLT has in place.
10. This Agreement shall be in existence for the balance of one (1) year subject to revocation by either party with 10 days' notice to the other party. 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.
11. NLT shall be entitled to assess penalties and fees if the terms of this agreement have not been followed.
12. NLT will not be responsible for any Athletic Association property placed or located on NLT property.
13. The President of the Athletic Association must provide the Township office with a list of names of people eligible to sign out a key. Please note, if their name is not on the list, we will not sign out a key to them.
14. All keys must be returned to the Township office by November 15th of each calendar year (either drop off in person or place in sealed envelope in the drop box). Please be aware the Township will charge the Athletic Association a penalty of \$5 per day, per key, each day after November 15th for all unreturned keys. Any keys NOT returned by December 31st will be deemed a lost key and the Association will be charged accordingly.
15. In the event of a lost key, it must be immediately reported to the Township office. The Athletic Association will be charged a minimum of \$200 for rekeying of the doors, **plus** the cost of all replacement keys.
16. The Athletic Association assumes responsibility for all risks, hazards, and injuries incidental to the use of North Lebanon Township's premises and/or facilities, including any risks associated with COVID-19, and hereby releases and holds harmless North Lebanon Township, its officers, agents, representatives, and employees from any and all liability, claims, causes of action, or actions, including those for bodily injury and/or property damages sustained by any volunteer, player, coach, umpire, participant, or spectator arising out of or incurred in connection with the Athletic Association's use of North Lebanon Township property and/or facilities, and agrees to indemnify North Lebanon Township for all such claims. In addition, the Athletic Association hereby waives the right to assert any claims, causes of action, or lawsuits of any type the Athletic Association or its participants may have against North Lebanon Township, including those for bodily injury and/or property damages sustained, arising out of or incurred in connection with the Athletic Association's use of North Lebanon Township property and/or facilities.
17. In case of accident, injury, or illness, the Athletic Association agrees that the Athletic Association shall be responsible for all medical expenses that are incurred because of treatment rendered to any person participating in or attending any events by the Athletic Association. By signing this Agreement, the Athletic Association understands

that North Lebanon Township does not provide insurance coverage to volunteers, players, coaches, umpires, and spectators and this is a personal responsibility.

18. The Athletic Association will also follow the applicable guidelines as outlined in Exhibit A – Field Maintenance Agreement and Exhibit B – Concession Stand/Bathroom Agreement.
19. This executed agreement along with a fee of five hundred dollars (\$500.00) plus any penalties (if applicable) will be required prior to field authorization and any key issuance.

Athletic Association

North Lebanon Township

Sports Association Name

Assistant Township Manager
Title of Twp Representative

Signature of Representative

Signature of Twp Representative

Printed Name of Representative

Lori A. Books
Printed Name of Twp
Representative

Exhibit "A" – Field Maintenance Agreement

NLT shall provide the following:

1. 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.
2. NLT shall perform all pre-season turf maintenance to our satisfaction. NLT shall provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by NLT.
3. NLT shall invoice the Athletic Association for Diamond-Tex for township fields. The amount shall be requested no later than the September Park & Recreation Board meeting of the current year.
4. NLT shall maintain all bleachers/benches in a safe and secure condition.
5. NLT shall provide for trash removal/recycling removal.

Athletic Association shall provide the following:

1. The Athletic Association shall be responsible to erect and remove any temporary fencing.
2. The Athletic Association will be responsible for line striping or markings required for the field facilities.
3. The Athletic Association shall be responsible for the dragging of the skinned infield areas.
4. 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.
5. The Athletic Association shall repair any damage to the playing area resulting from a player standing in one position and kicking the turf. A charge may be assessed to the Athletic Association for damages done to any of the facilities.
6. The Athletic Association shall be responsible for policing 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.
7. 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.
8. The Athletic Association shall be prohibited from performing any maintenance to any turf, field areas or structures without written permission from NLT.
9. The Athletic Association shall maintain all scoreboards.
10. The Athletic Association shall be responsible for reimbursing NLT for the purchase of Diamond-Tex.
11. The Athletic Association will be prohibited from making any improvements to any NLT facilities without written permission from NLT.
12. Any request for improvements to facilities must be submitted to the Park & Recreation Board by the September meeting for the following year.

Exhibit “B” – Concession Stand/Bathroom Agreement

NLT shall provide the following:

1. 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.
2. NLT shall provide the toilet paper for restroom facilities.
3. NLT shall be responsible for off-season winterizing of plumbing fixtures and cutting off all water and electricity inside the concession stand no later than November 15th following the end of the current season. If winter conditions necessitate winterizing before the end of the season, NLT will notify the Athletic Association as soon as possible.
4. 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.
5. 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 the following season.
6. NLT will be responsible for payment of all utilities.

Athletic Association will be responsible for the following:

1. The Athletic Association shall have use of the concession stand.
2. 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 all Township Ordinances and all applicable county, state, and federal laws.
3. 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.
4. 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.
5. 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.
6. 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.
7. The Athletic Association shall be responsible for locking and unlocking restrooms.
8. The Athletic Association is expected to conduct periodic checks on the restrooms during all practices and games for unusual activities within the facilities.
9. The Athletic Association shall be responsible for hand soap in restroom facilities. Electric hand dryers are provided.
10. The Athletic Association shall follow all applicable NLT Ordinances.