

**LICENSE AGREEMENT
FOR SPORTS FACILITY ANNUAL USE
BASTROP YOUTH BASEBALL & SOFTBALL ORGANIZATION (“BYBSO”)**

This Sports License Agreement (the "Agreement") is made and entered into as of the 25th day of February, 2025, by and between the CITY OF BASTROP, a Texas home-rule municipal corporation, acting by and through its City Manager or his or her designee, ("City"), and Bastrop Youth Baseball & Softball Organization, a Texas non-profit corporation ("BYBSO");

PREAMBLE

The City licenses park property to leagues such as Bastrop Youth Baseball & Softball Organization (“BYBSO”) that operate under nationally organized sports groups. Such leagues serving the local public are granted priority use of the park property and City waives fees that are normally charged to reserve sports fields. In exchange, BYBSO agrees to comply with all terms, conditions and requirements of this License Agreement at all times, to provide affordable youth sports participation opportunities to BASTROP families, and pay to City a portion of such fees as more definitively described herein. BYBSO shall be permitted to sell concessions and establish fees to help offset the cost of maintaining their licensed areas.

1. WITNESSETH:

- 1.1 WHEREAS, BYBSO is a 501(c)(3) non-profit and covenants and agrees to maintain such status throughout the term of this Agreement; and
- 1.2 WHEREAS, BYBSO provides affordable youth sports participation opportunities to BASTROP families

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the mutual benefits to City and BYBSO and the observance of the terms and conditions set forth hereinafter, the parties hereto agree to the following:

2. USE OF PREMISES BY BYBSO

- 2.1 For so long as BYBSO maintains its non-profit and 501(c)(3) status, operates a youth sports program referred to as BYBSO (as further defined below), is affiliated with one or more national sports league organizations and meets the other terms of this agreement, City, for and in consideration of the mutual benefits to City and BYBSO and the observance of the terms and conditions set forth in this Agreement, grants to BYBSO permission to enter and use, with the requirement that BYBSO pay City an agreed upon facility use fee for use of the Premises described in **EXHIBIT “A”** as a portion of the baseball fields named Rusty Reynolds Little League Fields located at 2306 Hill Steet (hereinafter on occasion referred to as the “Premises”) each year during the term of this Agreement for the period of 12 months, following the commencement date. This Agreement shall automatically extend for consecutive 12-month periods until such time as it is terminated by either Party, in such manner as provided herein. The effective period of this Agreement, including both the initial period and automatic period, shall hereinafter be referred as the “Program Period”.
- 2.2 Although permission to enter and use the Premises is not exclusive, City shall give BYBSO

- priority use of the Premises. Nothing in this agreement is intended to reduce the City's paramount right of control and use of this city public property during the License period.
- 2.3 At those times during which BYBSO is not utilizing the Premises and is not closed by the City, the Premises shall be open to the general public for park and recreation purposes pursuant to established City Park Use Regulations.
 - 2.4. The Premises shall be occupied by BYBSO for recreational purposes including but not necessarily limited to organized athletic team activities and food and beverage concessions. BYBSO agrees that the provisions of this Agreement do not grant to BYBSO any interest or estate in the Premises but is a mere personal privilege to do certain acts of a temporary character upon the Premises, and that City retains dominion, possession and control of the Premises, including access at all times. City reserves the right to impose and enforce all necessary and proper rules for the management and operation of the Premises, as amended. Further, BYBSO shall not allow parking of vehicles outside of designated parking areas, as determined by the city. The city may erect no parking signs as needed to deter parking outside of designated parking areas.
 - 2.5 BYBSO agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, state and federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation hereof. If the attention of BYBSO is called to any such violation, BYBSO or those under its control will immediately desist from and correct such violation.
 - 2.6 BYBSO acknowledges and agrees that it has been informed that it has obligations to the general public under the terms of the Americans with Disability Act of 1990 as codified in [42 U.S.C. § 12101\(a\)\(1\) and \(2\)](#) and as amended from time to time. BYBSO covenants and agrees that it will comply with all the terms and obligations, and, as part of its indemnification of the City, indemnify, hold harmless and defend City from all claims which might arise from BYBSO's activities under this Agreement.
 - 2.7 BYBSO shall not charge or attempt to charge any general public user of the Premises without authorization by the City Manager or her designee.
 - 2.8 Upon three (3) days, written notice, BYBSO agrees to provide the City with access to all of Its books and financial records, including but not limited to accounting records and banking accounts relative to the Premises.

3. TERM OF AGREEMENT

- 3.1 The term of this Agreement is five (5) successive twelve (12) month periods, beginning initially on March 1, 2025, ("Commencement Date"), and expiring on March 1, 2026, with automatic twelve-month extensions at the end of each successive period, if not earlier terminated according to the terms of this Agreement. **Renewal or extension of this Agreement is contingent upon the City's lease with the Lower Colorado River Authority, owner of this property.**

4. ACCEPTANCE AND CONDITIONS OF PREMISES

- 4.1 BYBSO has had sufficient time and opportunity to examine the Premises and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after

occupancy. BYBSO's taking possession of the Premises shall be conclusive evidence of BYBSO's acceptance of the Premises in good satisfactory order in its present condition AS IS, WHERE IS AND WITH ALL FAULTS as suitable for the purpose for which licensed. City specifically disclaims any warranty of suitability for intended purposes of BYBSO.

- 4.2 BYBSO agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair, or improve the Premises, either before or after the execution, have been made by City or its agents to BYBSO unless the same are contained herein.

5. OBLIGATIONS AND DUTIES

- 5.1 BYBSO's obligations and duties.

5.1.1 Comply with all terms, conditions and requirements of this Agreement.

5.1.2 Inclement weather. Prohibit play on or use of fields when weather conditions create a risk of personal injury or damage to the fields.

5.1.3 Game officials. Recruit, pay and schedule all referees and game officials.

5.1.4 Maintenance schedule. BYBSO shall coordinate and schedule maintenance responsibilities with the City as set out in **Exhibit "B"**.

5.1.5 Sports field usage. To the extent possible, forty-five (45) days prior to commencement of practices for each season, and no later than March 15th of each year BYBSO shall submit the schedule(s) for field use.

5.1.6 Pay all use fees. Prior to, or contemporaneous with, the beginning of any season's practices BYBSO shall remit to the City such use fees for the previous season as more fully described in **Exhibit "C"**.

5.1.7 No parking is allowed in any area other than the designated parking areas. Parking on the fields is strictly prohibited and will be seen as a violation of this License Agreement and subject to default.

5.1.8 Be responsible for maintaining the necessary marking of the baseball fields and marking the adjacent areas In the parking lots for use during baseball games scheduled by BYBSO.

5.1.9 Provide all equipment and supplies necessary for the playing of the baseball games scheduled by BYBSO (e.g., bases, baseballs, etc.)..

5.1.10 BYBSO shall promptly repair any damage to the Premises. BYBSO shall have no duty to repair any damage caused by others whom City has authorized to use the Premises. Notwithstanding any contrary provisions, should the Premises be damaged by fire, tornado or other casualty, City shall be under no obligation to rebuild or repair the Premises.

5.1.11 Remove trash generated by the baseball program (e.g., players, coaches, spectators) scheduled by the BYBSO from baseball fields and adjacent areas at the conclusion of the final game of that day. Empty all trash cans into the appropriate dumpster.

5.1.12 Timely investigation and prompt reporting to the City's Parks & Recreation Director any and all injuries or damages to persons or property at the baseball fields during the hours of the BYBSO 's use.

5.1.13 Schedule use of the baseball fields to any person, group of persons, or any other little league organization as approved by the Director of Parks & Recreation.

5.1.14 Not charge an admission fee for access to the ball fields for patrons or the general public.

5.1.15 Charges may be assessed to other sports leagues that charge a fee or restrict play based on skill level.

5.1.16 Not sell or offer for sale any goods, products, or services to the general public, excluding persons participating in the BYBSO 's baseball program.

5.1.17 BYBSO will not deny the general public access to the ballpark and at least one ball field during use of the Premises.

5.1.18 Designate and identify a contact person who will represent the BYBSO before the City's Parks & Recreation Board and the City Council regarding this Agreement.

5.1.19 The Parks and Recreation Board, the Parks & Recreation Director, and the City Manager must approve any and all improvements and/or additions to the baseball fields or any adjacent area.

5.1.20 Designate fees collected for tournaments or other recognized sports organizations to a maintenance and capital improvement fund.

5.2 City's obligations and duties:

5.2.1 General Maintenance: Each year during the term of this Agreement, City shall, at its sole expense provide manpower, supplies and materials for the purpose of providing year-round general maintenance to the Premises as described in **Exhibit "B"**.

5.2.2 Park Infrastructure. Repair and maintain park infrastructure, including water fountains, irrigation systems, lighting, bathrooms, fencing, roadways and parking areas, within a reasonable time after BYBSO makes such requests. BYBSO understands that the appropriation of funds for use to maintain the park as provided for in this section is discretionary by City Council.

6. UTILITIES

6.1 CITY shall be responsible for the cost of utilities for sports lighting during the term of this License.

7. CONCESSIONS

7.1 BYBSO shall have the non-exclusive right to operate concessions for the sale of food, non-alcoholic beverages, and similar consumable items within the Premises for games and tournaments played at the complex. No fee for the right to operate concessions shall be payable to City. BYBSO shall obtain and maintain at its sole expense, all permits or licenses required for its concession operations.

7.2 BYBSO's concessions rights shall not apply during general public use of the Premises as may occur pursuant to paragraph 2.3.

8. IMPROVEMENTS

8.1. BYBSO may, subject to having first obtained the written approval of the Director of Parks and Recreation ("Director"), install and/or construct permanent facilities and improvements or temporary structures within the Premises suitable for team activities; said facilities and improvements to include, but not necessarily be limited to fields, concession stands, utilities, fencing, and parking areas. During any period of construction or installation, BYBSO, its members, employees, agents, and BYBSO shall ensure that the performance of the construction or installation does not cause or result in damage to City property or adjoining property.

8.2. BYBSO shall present, for review and written approval, all designs, plans, and specifications to the Director and applicable City boards prior to commencing any construction or installation upon the Premises. All costs for design and construction and related activities shall be borne solely by BYBSO. City reserves the right to enter the Premises at any time to inspect construction in progress and/or to determine the condition of field and facilities so as to insure BYBSO's compliance with this Agreement.

8.3. BYBSO agrees that it shall obtain at their cost any and all plans approvals, necessary permits, and clearances relative to its improvements from appropriate local, state, and federal regulatory agencies, including FAA, if applicable. A copy of all permits or clearances shall be provided to the Director prior to the start of any construction, upon request by City. BYBSO covenants that it shall not bind, or attempt to bind, City for payment of any money in connection with any construction authorized hereunder and that

it will fully indemnify and hold harmless the City against any and all claims, liens, suits, or actions asserted on account of labor, materials, or services furnished to BYBSO during the performance of any said construction and against any claim for injury to person or property.

- 8.4. Any improvements installed by BYBSO which can be removed without damage to the Premises may be removed at the sole expense of BYBSO at the termination of this Agreement without payment being made by City. If the improvements are not removable without damage to the Premises (which includes all irrigation improvements), all such improvements will become the property of the City upon installation. Temporary structures, if present, shall be removed from the Premises at the sole expense of BYBSO at the termination of this Agreement without payment being made by City. In the event that BYBSO removes temporary structure(s) prior to the termination of this Agreement, the underlying property may, at the election of the City, become excluded from the licensed Premises.

9. DEFAULTS AND TERMINATION RIGHTS

- 9.1 Default by BYBSO: Any of the following events shall constitute default by BYBSO under this Agreement:
- 9.1.1 BYBSO shall fail to maintain its non-profit or 501(c)(3) status and operate a nationally organized sports BYBSO;
- 9.1.2 BYBSO shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by BYBSO, and such default shall continue for a period of ten (10) days after notice by City to BYBSO, or if such default cannot be cured within ten (10) days, then such additional period as shall be reasonable provided that BYBSO has commenced to cure such default;
- 9.2 Remedies of City: Upon the occurrence of an event of default by BYBSO as specified in this Agreement, City shall be entitled to terminate this Agreement without any obligation to refund any funds obtained under this agreement. After such termination, BYBSO shall have no further rights to access the Premises, shall immediately cease all activities thereon and City shall have no further obligation under the terms of this Agreement.
- 9.3 Default by City: City shall be in default under this Agreement if City fails to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by City, and such default shall continue for a period of thirty (30) days after notice thereof by BYBSO to City, or if such default cannot be cured within thirty (30) days, then such additional period shall be reasonably provided that City has commenced to cure such default.
- 9.4 Remedies of BYBSO: Upon the occurrence of an event of default by City as specified in this Agreement hereof, BYBSO shall be entitled to terminate this Agreement and shall have such other rights at law or equity to which it may be entitled.
- 9.5 *Either City or BYBSO, with or without cause, may cancel this Agreement, without further obligation to the other Party, by giving thirty days (30) written notice thereof to the other party.*

10. INDEMNIFICATION

- 10.1 **BYBSO covenant and agree to FULLY INDEMNIFY, DEFEND and HOLD**

HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to BYBSO's activities under this Agreement, including any acts or omissions of BYBSO, any agent, officer, director, representative, or employee, of BYBSO, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, it's officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BYBSO AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 10.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BYBSO shall advise the City in writing within 24 hours of any claim or demand against the City or BYBSO known to BYBSO related to or arising out of BYBSO's activities under this Agreement and shall see to the investigation and defense of such claim or demand at BYBSO's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving BYBSO of any of its obligations under this paragraph.

11. INSURANCE REQUIREMENTS

- 11.1 Prior to the commencement of any work under this Agreement, BYBSO shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Parks and Department, which shall be clearly labeled "*insert name of project/contract*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Parks and Recreation Department. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.
- 11.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this

Agreement. In no instance will City allow modification whereby City may incur increased risk.

11.3 BYBSO's financial integrity is of interest to the City; therefore, subject to BYBSO's right to maintain reasonable deductibles in such amounts as are approved by the City, BYBSO shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at BYBSO's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Sexual Abuse/Molestation g. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage g. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicle c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor's property

- 11.4 BYBSO agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of BYBSO herein, and provide a certificate of insurance and endorsement that names the BYBSO and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City Attorney, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City Attorney, which shall become a part of the contract for all purposes.
- 11.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). BYBSO shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. BYBSO shall pay any costs incurred resulting from said changes.
- 11.6 BYBSO agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of BASTROP where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 11.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, BYBSO shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend BYBSO's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 11.8 In addition to any other remedies the City may have upon BYBSO's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order BYBSO to stop work hereunder, and/or withhold any payment(s) which become due to BYBSO hereunder until BYBSO demonstrates compliance with the requirements hereof.
- 11.9 Nothing herein contained shall be construed as limiting in any way the extent to which

BYBSO may be held responsible for payments of damages to persons or property resulting from BYBSO's or its subcontractors' performance of the work covered under this Agreement.

- 11.10 It is agreed that BYBSO's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of BASTROP for liability arising out of operations under this Agreement.
- 11.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
- 11.12 BYBSO and any Subcontractors are responsible for all damage to their own equipment and/or property.

12. REPORTS

- 12.1 When requested by City, BYBSO will provide reports and/or necessary information related to its operations within seven (7) days.

13. SIGNS

- 13.1 BYBSO hereby agrees not to install or display any permanent sign(s) upon the Premises without the prior written approval to install or display said sign(s) by the City through the Director. Temporary signs used for sponsorship recognition may be installed from time to time within the Premises without sign approval by the City as long as standard design of the sign has been approved in advance. For purposes of this agreement, temporary signs shall be defined as any sign or banner that is placed on the Premises before the game begins, and removed at the conclusion of the game. Signs which advertise businesses, sponsors, products, services, logos, or non-BYBSO events must be installed facing inward toward the field(s). BYBSO agrees it will not install any signs that advertise or promote any political campaigns or religious affiliations, alcohol use, tobacco use or sexually oriented businesses or any other matter inappropriate for a youth sports organization. BYBSO further agrees to comply with such design criteria as may be established and amended from time to time by duly authorized City authority and to comply with established sign review procedures for proposed new signs. In order to ensure public safety, certain sign installations, especially signs that require a pole with concrete, may require the use of a licensed and bonded sign contractor.

14. ASSIGNMENT

- 14.1 This Agreement is personal to BYBSO. It is non-assignable, and any attempt to assign this Agreement will terminate all privileges granted to BYBSO.

15. RELATIONSHIP OF PARTIES

- 15.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between parties hereto. It is understood and agreed that

no provision contained in this Agreement nor any acts of the parties create a relationship other than the relationship of Licensor and Licensee.

16. CLOSURE

- 16.1 BYBSO acknowledges that the City reserves the right to close the baseball fields at any time and under any conditions which it deems advisable or necessary for public safety. The BYBSO hereby waives, releases, discharges, and disclaims any and all claims, causes of action, losses, liability, damages, or injuries relating to any closure of the baseball fields by the City and further agrees to indemnify and hold harmless the City and its Mayor, City Council, employees, agents, servants, and representative from any and all claims, losses, damages, causes of action, suits, and Liability of every kind or character, including all expenses of litigation court costs and attorney fees resulting from any closure of the baseball fields by the City.

17. SEVERABILITY

- 17.1 The parties agree that if any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future federal, state, or local law, including, but not limited to, the City Charter, City Code, or City ordinances of the City of BASTROP, Texas, effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

18. NOTICES

- 18.1 Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to:

City of BASTROP, Attn: City Manager, P.O. Box 427 • 1311 Chestnut Street
Bastrop, Texas 78602

with copy to: Director of Public Works City of Bastrop, P. O. Box 427 • 1209 Linden
Street, Bastrop, Texas 78602

or to such other address as may have been designated in writing by City from time to time. Notices to BYBSO shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to BYBSO at:

19. TEXAS LAW TO APPLY

- 19.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BASTROP COUNTY, TEXAS.**

20. GENDER

20.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

21. NON-DISCRIMINATION

21.1 BYBSO covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the Premises, which said discrimination BYBSO acknowledges is prohibited.

22. CAPTIONS

22.1 The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

23. HOLDING OVER

23.1 BYBSO shall have no right to hold over after the end of the term of this License Agreement.

24. ENTIRE AGREEMENT/AMENDMENT

24.1 This Agreement, together with its attached exhibits and the authorizing ordinance, in writing, constitutes the entire Agreement between the parties, any other written or parole agreement with City being expressly waived by BYBSO.

24.2 No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.

25. AUTHORITY

25.1 The signer of this License Agreement for BYBSO hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of BYBSO.

IN WITNESS WHEREOF, we have affirmed our signatures this 25th day of February 2025.

CITY:
CITY OF BASTROP: a Texas Municipal Corporation

City Manager

ATTEST:

City Secretary
APPROVED AS TO FORM:

City Attorney

**Bastrop Youth Baseball & Softball
Organization (“BYBSO”):**
a Texas Non-profit Corporation

By: _____

Title: _____

SPORTS LICENSE AGREEMENT

BASTROP YOUTH BASEBALL & SOFTBALL ORGANIZATION (“BYBSO”)

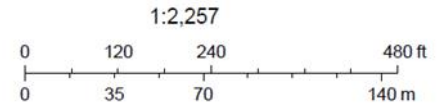
EXHIBIT “A”

MAPS

Rusty Reynolds Fields



- Parcels
- Lot Lines
- Boundry of the Rusty Reynolds Fields



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SPORTS LICENSE AGREEMENT

BASTROP YOUTH BASEBALL & SOFTBALL ORGANIZATION (“BYBSO”)

EXHIBIT “B”

BYBSO’s Responsibilities:

Provide sufficient toilet facilities for use by players, coaches, and spectators at the baseball games. Use of such additional facilities shall be subject to the City's prior review and approval.

Provide manpower and equipment to mow the grass within the fence lines of the baseball fields.

Fertilize the grass within the fence lines of the baseball fields.

Irrigate the grass on the baseball fields and maintain irrigation equipment, if applicable.

Provide dumpsters for collected trash removal. Additional dumpsters shall be provided by the BYBSO for weekend tournaments and special events.

Maintain and stock supplies for existing restrooms for use during games held at the Rusty Reynolds complex.

City Maintenance Responsibilities:

Task	Schedule
1. Mow facility	As needed
2. Over-seed ryegrass	Once in Fall
3. Inter-seed spring Bermuda	Once in Spring
4. Top-dress with seeding	Fall & Spring with seeding
5. Aerate	Quarterly (Jan, Apr, Jul & Oct)
6. Fertilize	Quarterly (Jan, Apr, Jul & Oct)
7. Maintain irrigation system and schedules	On-going
8. Provide weed control by chemical application	Once in Spring
9. Provide pest control by chemical application	Once in Spring
10. Maintain City fixtures/equipment onsite	As needed
11. Maintain adjacent streets and parking lots	As needed

SPORTS LICENSE AGREEMENT

BASTROP YOUTH BASEBALL & SOFTBALL ORGANIZATION (“BYBSO”)

EXHIBIT “C”

Fee Schedule:

Other Fees:

There will be no fees for any other uses approved by the City.