

LICENSE AGREEMENT

This agreement is made by and between the CITY OF CASTROVILLE (hereinafter called "CITY") and the Castroville Medina Valley Youth Baseball Association a 501(c)(3) organization (hereinafter called "MVYBA").

WITNESSETH:

WHEREAS, League provides athletic opportunities for the youth of the City of Castroville and surrounding area through the promotion and operation of youth baseball and softball programs; and

WHEREAS, the City finds the services provided by League promotes the health, safety, morals and or general welfare of the residents of the City; and

WHEREAS, the City has allowed the development of a baseball/softball facility upon airport property (the "Facility") to promote the health, safety, morals and or general welfare of the residents of the City; and

WHEREAS, League has requested the use of the "Facility", for its youth baseball and softball programs; and

WHEREAS, after consideration at a meeting posted and held in compliance with the Texas Open Meetings Act, the City Council finds that a public purpose is served through the programs herein anticipated and the City's costs shall be recovered only to such extent necessary to insure the continuation of said programs.

NOW THEREFORE:

For and in consideration of the following mutual promises and obligations, and for the benefit of the City of Castroville and health, safety, morals, and/or general welfare of its residents, the parties agree as follows:

ARTICLE 1. **GRANT OF LICENSE/CONSIDERATION**

- 1.1 The CITY, for and in consideration of the mutual benefits to the CITY and the MVYBA and the observance of the terms and conditions set forth below, hereby grants permission to the MVYBA to enter upon and use all ball fields and related facilities at Castroville City Softball/Baseball "Facility" as identified in Attachment "A" Facility Map.

ARTICLE 2. **USE**

- 2.1 The premises shall be occupied and used by the MVYBA only for recreational purposes. MVYBA agrees and specifically understands that this license is confined to the privilege to use the premises set forth herein on an exclusive basis and that the premises herein given does not grant the MVYBA 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 the CITY retains dominion, possession and control of the premises, including access thereto at all times.
- 2.2 MVYBA agrees to provide CITY a schedule of its activities.
- 2.3 MVYBA 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 thereof. If the attention of MVYBA is called to any such violation, MVYBA or those under its control will immediately desist from and promptly correct such violation.
- 2.4 The CITY reserves the right to impose and enforce all necessary and proper reasonable rules for the management and operation of the premises and, in this connection, shall provide the MVYBA with written notice of such rules.
- 2.5 The City hereby grants the MVYBA an exclusive license to use the baseball/softball/T-ball fields to hold and conduct baseball and softball games for youth league play, including league games, practices, playoffs, and tournaments, during the term of the agreement. Approved scheduled use of the baseball/softball/T-ball fields is subject to closure and interruption by the City for maintenance, inclement weather, or to preserve and maintain the public health, safety and welfare.

ARTICLE 3. TERM

- 3.1 The term of this agreement is from October 1, 2024 -- September 30, 2027, unless earlier terminated in accordance with this agreement.

ARTICLE 4. ACCEPTANCE AND CONDITION OF PREMISES

- 4.1 The MVYBA has examined 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. MVYBA's taking possession of the premises shall be conclusive evidence of MVYBA's acceptance thereof in good order and satisfactory condition, and MVYBA hereby accepts the premises in their present condition as suitable for the purpose for which the license was granted.
- 4.2 MVYBA agrees that no representations respecting the condition of the premises and no promises to alter, repair or improve the premises, either before or after the execution hereof,

have been made by CITY or its agents to MVYBA unless the same are in writing and are contained herein or made a part hereof by specific references herein.

ARTICLE 5.

LIENS PROHIBITED

- 5.1 MVYBA covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with any improvement, repair, alteration in, on or about the premises, whether authorized or unauthorized hereunder.
- 5.2 MVYBA hereby agrees to promptly pay all persons applying labor, services and materials in the performance of any and all repairs, alterations, additions or improvements that may hereafter be made, and MVYBA shall and will fully indemnify and hold harmless the CITY against any and all claims, liens, suits or actions asserted by a person, persons, firm or corporation on account of labor, materials or services furnished to MVYBA during the performance of any said repair, alteration, addition or improvement and against any claim for injury to persons or property.

ARTICLE 6.

MAINTENANCE

- 6.1 The MVYBA at its sole expense shall maintain or cause to be maintained, through the term of this agreement, the grounds of the premises and all improvements in their present condition.
- 6.2 The MVYBA shall, within its reasonable control, keep the premises free of litter, trash paper and other waste generated during its use of the premises and shall dispose of same in accordance with CITY policy. The City Administrator shall have the right to inspect the premises for cleanliness and sanitary conditions at any and all times, and the MVYBA hereby agrees to promptly correct any deficiencies in maintenance of which it is notified in writing by the City Administrator.
- 6.3 Notwithstanding any contrary provisions herein contained, should the premises be damaged by fire, tornado or other act of God, the CITY shall be under no obligation to rebuild or repair the premises.
- 6.4 MVYBA will, at the termination of this agreement, return the premises to CITY in a condition satisfactory to the CITY, usual wear, acts of God, or unavoidable accident only accepted.
 - 6.4.1 If MVYBA leaves any property, personal or otherwise, on the premises after the termination or revocation of this agreement, and fails, refuses or neglects, after notice from CITY, to remove same within thirty (30) days after such termination or revocation, CITY, at its option, may treat such property as abandoned, and shall have absolute right of disposal over such property. The cost for removal, if any, may be withheld from any deposit remaining in the account of MVYBA. MVYBA hereby waives any and all damages for any loss resulting from disposal of such property.

- 6.5 The MVYBA will perform an initial cleaning and stocking of all restroom facilities, perform a full dragging and tilling of fields, and make any necessary repairs prior to Opening Day.
- 6.6 The MVYBA will maintain the facilities in good condition through term agreement, including mowing, weeding, irrigation, and not permit the existence of any public nuisances thereon, or such other threats to the public health, safety, welfare, and disruption of regular play.
- 6.7 MVYBA may not make alterations, improvements, or additions to the Premises without the prior written consent of the City Administrator or his designee. All such alterations, improvements, and additions shall become property of the CITY upon termination of the license.

ARTICLE 7.

CONCESSION

- 7.1 The MVYBA shall have the right to operate a concession for the sale of food, beverages and similar consumable items. No fee for the right to operate said concession stand may be payable to CITY; provided, however, that all profits generated thereby shall be applied to the operation of the MVYBA as a registered 501(c)(3) for those uses permissible under the law. MVYBA shall maintain any improvements to the premises. MVYBA shall obtain and maintain, at its sole cost and expense, all permits or licenses required for its concession operations hereunder to include the Health Inspection for concessions. MVYBA shall notify the CITY in writing of any changes to its non-profit status within thirty(30) days of receiving notice of the change from the State or federal agency.
- 7.2 The CITY reserves the right to prohibit the sale, possession and/or consumption of alcoholic beverages and tobacco products on the premises if such prohibition is deemed by the City Council at any time in the future to be in the public's interest. This prohibition applies to the fields, bleachers, concession areas, restrooms and parking areas.

ARTICLE 8.

Subordination and Recapture.

- 8.1 This License shall be subordinate to the provisions of any existing or future agreements between CITY and the United States Government or any federal or state agency relative to the operations or maintenance of the airport. The License is further subject to the Minimum Standards for Fixed Base Operators and Airport Lessees at the Castroville Municipal Airport ("Standards") now in effect and any modifications adopted by the City Council. In the event of a conflict between the terms and provisions of the Standards and these provisions, the Standards shall govern. Notwithstanding any other provisions or statements herein, the Lessor reserves the right to recapture all or a portion of the Land at any time during the term hereof subject to the terms of Article 12, Termination.

ARTICLE 9.

Compliance with Applicable Laws.

- 9.1 MVYBA shall comply with all applicable statutes, ordinances, and local regulations concerning the use, condition, and occupancy of the fields and related property, and ensure that players, coaches, and spectators comply with such laws. CITY may require MVYBA to hire, at MVYBA'S sole expense, an off-duty Castroville Police Officer to ensure compliance.

ARTICLE 10.
INDEMNITY AND INSURANCE

- 10.1 The MVYBA covenants and agrees to fully indemnify and hold harmless the City of Castroville, its members, agents, officers and employees, their successors and assigns, individually or collectively, from and against all costs and expenses for any fines, claims, suits, losses, damages demands, actions or causes of action, or liability of any kind and nature, including but not limited to personal injury or death and property damage, in any way arising out of the execution of this license or in connection with or resulting from any activity or operation of the MVYBA, in, on or about the premises or in connection with its use of the premises or arising out of any condition of the premises caused by the MVYBA, or by reason of such MVYBA's misconduct or any breach, violation or non-performance of any covenant hereof or in any permit; and the MVYBA further agrees to pay all expenses in defending against any such claims made against the CITY, including but not limited to investigation costs, attorney's fees and court costs, except to the extent that the injury, death or damage is caused by the sole active negligence of CITY, its members, agents, officers and employees. It is the express intention of the parties that the attribution of responsibility provided for in this Article is a protection to CITY by MVYBA for events, injuries and damages which are, or which are said to be, the consequences of CITY's negligence or alleged negligence, including where same is the concurring cause of the injury, death or damage; excluding only those injuries, death or damage caused by the sole active negligence of CITY or solely resulting from CITY activities on the premise, as the case may be. The indemnity contained herein shall survive the termination hereof. The indemnity herein shall include appropriate protections against the claims and causes of action referred to in the paragraph below. CITY shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond the reasonable control of CITY, or for any damage or inconvenience which may arise through repair or alteration of any part of the premises, or failure to make repairs from any cause whatever except as results from CITY's sole active negligence. The MVYBA and the CITY shall give prompt and timely notice of any claim made or suit**

instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect either MVYBA.

10.2 Excluding any liability for pre-existing adverse environmental conditions relating strictly to the release or threat of release of hazardous substances as that term is defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as that Act and those circumstances existed on the effective date hereof, the MVYBA hereby assumes full responsibility for all claims and causes of action asserted by any person coming upon or using the licensed premises herein, either with or without the consent of MVYBA, including all of the MVYBA's employees or invitees, arising as a result of the use of the premises, including any of said facilities and improvements of MVYBA as well as the presence or condition of all said facilities, improvements and personal property located or to be located on said premises.

10.3 MVYBA agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement:

TYPE: Commercial (Public) Liability - including, but not limited to, (a) Premises/Operations, and (b) Contractual Liability (insuring indemnity provisions).

AMOUNT: Combined Single Limit for Bodily Injury and Property Damage:
\$1,000,000.00 per occurrence or per claim.

MVYBA further agrees that as respects the above-required insurance, CITY shall:

- 1) Be named as an additional insured.
- 2) Be provided with 30 days advance written notice of cancellation or material change.
- 3) Be provided notice of any insurance claim filed against the policy naming the City as an additional insured.

MVYBA further agrees that with respect of the above-required insurance, it shall provide evidence of insurance to CITY to satisfy the insurance requirements of this License.

ARTICLE 11.

SIGNS

11.1 MVYBA hereby agrees not to install or display any sign(s) upon the premises without prior written approval of said sign(s) by the CITY through the City Administrator. MVYBA 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.

11.2 MVYBA may erect advertising signs on and around the fields in accordance with these provisions:

- a) No advertising signs shall be permitted on the premises with the exception of advertising signage located on the press box, concession building, official scoreboard and outfield fences secured by MVYBA. CITY is not responsible for damage, destruction, or vandalism to the advertising signs, except that which is caused by an agent or employee of the CITY.
- b) All advertising signage must be removed and stored by the MVYBA at the end of each season.
- c) Maximum size of signage is limited to two feet (2') by three feet (3') for structures and is limited to four feet by eight feet (4' x 8') for the fence area along the back perimeter of the field.
- d) Signs must be constructed professionally and coated with a material to be resistant to normal weather conditions and to resist vandalism efforts.
- e) Signs must be mounted in a manner to withstand high winds and severe weather.

ARTICLE 12.

TERMINATION/REMEDIES

12.1 Either CITY or MVYBA, with or without cause, may cancel this agreement by giving thirty (30) days prior written notice thereof to the other. Additionally, any breach or violation by MVYBA of the provisions contained in this agreement which is not cured following ten (10) days written notice thereof to MVYBA shall, at the option of the CITY, be cause for termination of this agreement and/or entitle CITY to seek any remedy which now is or may hereafter be provided at law or in equity, whether or not stated herein. No waiver by CITY of a breach or violation on the part of the MVYBA shall be construed or held to be a waiver of any succeeding or preceding breach or violation of the same or any other provision herein contained.

ARTICLE 13.

REPORTS (SCHOOL, BASEBALL AND SOFTBALL LEAGUES)

13.1 The MVYBA shall inform the City Administrator in writing of the current officers of the MVYBA and promptly advise said City Administrator in writing of any changes therein. On each and every anniversary of this agreement and thirty (30) days following termination of this agreement, MVYBA will furnish to the City Administrator a report and financial statement including the following information:

- a) Value of the physical improvements placed on the property during the term hereof.
- b) Gross receipts from concessions operation, advertising and cash donations with a list of any future disbursements or physical improvements.

- c) Number of volunteers, participants in leagues, teams, and ages, a roster of all teams participating in the MVYBA, to include the name, address, and telephone number of all coaches and players;
- d) Certificate of Insurance (*for the season*).
- e) Names, addresses, phone numbers and zip codes of all officers and board or committee members, designating a point of contact and two alternate points of contact.
- f) Starting and ending dates and months of each regular season.
- g) Number of tournaments and special events held (briefly describe).
- h) MVYBA shall submit to the City Administrator on or before the seventh (7th) day before the season begins the following information:
 - i) A list of all MVYBA's scheduled events at the fields, including but not limited to games, practice games, tournaments, playoffs, with dates and times for such events. Events scheduled after the start of the season or changes to the approved MVYBA schedule must be submitted to the City Administrator or his designee no later than seven (7) days prior to the event.
 - j) The MVYBA's current by-laws and a current certificate of non-profit status;
 - k) Proof of insurance in the amounts and type required in this agreement.
 - l) MVYBA's standard operating procedures policy (S.O.P.)

ARTICLE 14. **ASSIGNMENT**

- 14.1 This license is personal to MVYBA, as Licensee, it is non-assignable, and any attempt to assign this license will terminate all privileges granted to MVYBA hereunder.

ARTICLE 15. **CONDEMNATION**

- 15.1 It is agreed and understood that in the event that the premises are taken, in whole or in part, by any governmental authority other than CITY, this license and all rights or permission to use hereunder shall, at the option of the CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. MVYBA hereby waives all rights to any proceeds of such condemnation.

ARTICLE 16. **ATTORNEY'S FEES**

- 16.1 In the event CITY brings any action under this license alleging that MVYBA hereto has defaulted hereunder, and the CITY prevails, the CITY shall be entitled to recover from the MVYBA hereto its reasonable attorney's fees. The MVYBA hereto which becomes so liable agrees to make prompt payment thereof to the CITY.

ARTICLE 17.
SEVERABILITY

- 17.1 The parties hereto agree that if any clause or provision of this license 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 Code, or City Ordinances of the City of Castroville, Texas effective during the term of this license, then and in that event it is the intention of the parties hereto that the remainder of this license shall not be affected thereby, and it is also the intention of the parties to this license that in lieu of each clause or provision of this license that is illegal, invalid or unenforceable, there be added as a part of this license 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.

ARTICLE 18.
AMENDMENT

- 18.1 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 and agreed to by the parties hereto.

ARTICLE 19.
NONDISCRIMINATION

- 19.1 MVYBA 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 MVYBA acknowledges is prohibited.

[Signature Page Follows]

EXECUTED THIS _____ DAY OF _____, 2025.

MVYBA:

CITY:

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

Debra Howe, CITY SECRETARY

APPROVED AS TO FORM:

DNRBS&Z P.C., City Attorney