

## Parks and Recreation Agreement for Outside Providers

### Exhibit "B"

Exhibit "B" to City of Cartersville Parks and Recreation Department Agreement for Outside Providers dated \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the City of Cartersville referred to as "City" and Cartersville Little League referred to as "Provider".

The terms contained herein are hereby agreed to by both the City and the Provider to amend the Agreement.

1.1: Ages shall be (7-16)

1.2: Exhibit "A" Shall serve as a historical reference to the relationship between the City and Provider and commitments from City to Provider and Provider to the City.

1.3: CLL Operates a Spring League each year with Signups in January, evaluations in February, Opening Day in March. Seasons end in May when tournament teams commence (June 1) and can continue until August based on the team(s) success. Hosting of District, Sectional, State Tourneys vary year to year based on rotations within the State. Camps, Fall Activities, Canes School of Baseball continues during the year when opportunities exist. Provider will notify City of any special Little League International event or special event as soon as possible, sometimes these events change locations for various reasons within the 8 week time frame request. Daily admission is not allowed for Little League International events however, parking fees are allowed to help cover the cost of the tourney. Teams participating in these tournaments DO NOT pay a tournament fee to the host. Each year provider will host a tournament team (all-star) tournament for Little League International. Between parking fees and Concession sales provider normally recovers most cost for hosting the event.

1.4: Player Fee is built each year based on the current year's budget. CLL is a Registered 501(c) 3 with the IRS and a local Non-Profit. All monies Raised through 1. Player Fee 2. Concessions 3. Sponsorship / Fundraiser(s) 4. Field Rental are reinvested into the program with a volunteer staff.

1.8: Provider agrees that all promotional material, flyers, and banner advertising will promote the highest ideals of sportsmanship and uphold the core values of Little league International Character, Courage and Loyalty. Provider is also governed by a Charter granted by Little League International to operate in a manner that promotes a program with the highest ideals in mind.

Promotional items and material will not include sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.

Promotional material, flyers, and banners advertising the program shall not be subject to Department approval prior to it's release so long as it is in compliance with conformity of 1.8 of this agreement.

1.9: City and Provider accept and acknowledge that a large portion of CLL's budget is raised from local businesses that support the program. Sponsorship(s) / Fundraiser(s) including but not limited to sign banners in the park, business names on jerseys, and various fundraiser projects within the league are permissible. As noted before all dollars raised are reinvested back into the program.

1.16: All Volunteers are subjected to a background check via Little League International's provider [www.JDP.com](http://www.JDP.com). Little League International has this built into our Charter and we are provided ~150 of these per year and pay for additional reports as needed based on quantity of volunteers.

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1.18: Cartersville Little League, Provider, represents a boundary as defined by Little League International. This area is currently defined by Exhibit "C", Little League International adjust amends this boundary from time to time. Cartersville Little League uses Cross Street baseball field and from time to time may need to use other facilities outside of city properties when field space is limited. All facilities are listed as locations on "Providers" insurance policy. Currently Cartersville Little League uses fields 1,2,3,4 at Hicks Park and Fields 1,2,3,4 at Cartersville Baseball Complex.

1.19: Cartersville Little League, Provider, sub-leases the fields at Hicks park during the year at times when it is not in conflict with City or Provider's schedule. Once a vendor request field rental City and Provider need to approve the dates and the rental terms. The Vendor will need to fill out a reservation form with the City and provide proof of insurance as required by the city. Provider will work in cooperation with vendor to make sure the day of the park is ready for the vendor. For Example: Scoreboards, Concession, PA systems are ready for use. Provider provides support for systems that are not performing correctly. Vendor directly pays provider for the field rental which goes directly back into the program and park.

2.2: Provider shall be allowed to conduct fundraiser(s) as allowed by Little League International, Provider also sells branded Gear for the program.

2.3: Provider shall have the ability to use storage space in Hick's park in cooperation with the City. Those areas are defined as 1. Storage Closets under RY and JFH Score boxes 2. Concession area and Upstairs of the Gooch Building 3. Equipment Closet beside electrical closet on split faced block building beside new restroom. 4. Caged Storage area behind split faced block building 5. Some storage space in Groomer closet in new restroom building.

Provider and City Further Agree to the Following:

1. Provider operates the concession operations at the building, Provider installed the commercial vent a hood and fire compression system per requirement by Cartersville Fire Department. Provider maintains the vent a hood and compression systems as required by Cartersville Fire Department. Provider owns the equipment in the concession stand and is responsible to maintain and replace as needed to operate the concession stand.
2. Provider has permission to begin a fundraising project to commence the building of a hitting facility located where the current batting cages are located. If this project is successful it will be located where the batting cages are currently located. This is believed to be a three-phase project with a total cost of close to \$200k. Sponsorship and fundraising will be used to help accomplish this potentially including but not limited to special events, naming rights of the facility, selling bricks as part of construction, and signage.