

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MADEIRA BEACH YOUTH BASEBALL AND SOFTBALL**

The City of Madeira Beach, FL, a Florida municipal corporation, hereinafter referred to as “City” and Madeira Beach Youth Baseball and Softball Boosters, Inc., hereinafter referred to as “League” agree as follows:

The City does hereby agree to the use of the recreational facilities by the League as described below:

1. Non-exclusive use of baseball/softball fields 1, 2, and 3, located at the Madeira Beach Recreation Complex, 200 Rex Place, Madeira Beach FL 33708, as described below.
2. This agreement shall be in effect beginning January 1, 2024, for a period of one year.. The City or the League may cancel this Agreement at will, without cause, and in its sole discretion upon thirty (30) days written notice to the League.
3. This agreement is specifically conditioned upon the League continuing to run its program in accordance with rules and regulations of Babe Ruth League, Inc and the League Charter, in such a manner that the League’s activities are open to all eligible youth who wish to participate, regardless of ability, sex, race, or religion. In the event that the League changes this policy, this agreement shall be subject to immediate cancellation at the discretion of the City.
4. The League agrees to and will at all times agree to protect, indemnify, save, and hold harmless the City of Madeira Beach, its employees, agents, representatives, elected officials, charter officials, successors, volunteers, and assigns from all liability, and claims, demands, damages, and costs of every kind and nature, including all attorney’s fees at trial, or appellate levels resulting from or in any manner arising out of or in connection with activities of volunteers, or employees, or resulting from or in any manner arising out of or in connection with the use of the City’s recreational facilities by the League. The League shall, upon request from the City, defend and satisfy any and all claims arising from its use of the premises.
5. The City agrees to:
 - a. Mow and maintain the conditions of the baseball and softball fields.
 - b. Provide field availability & blackout schedules at least one (2) months in advance.
 - c. Assume payment of all water, wastewater, stormwater, and sanitation utilities for the complex and concession stand.
 - d. Provide dumpsters, trash cans, and recycle cans.
 - e. Respond to maintenance requests within a timely manner, upon reporting by the League. Maintenance requests will be evaluated and scheduled and only be performed if deemed necessary by the Recreation Department.
 - f. Promote League registration though social media as submitted to the Recreation Department. Proper images and registration links must be provided by the League.
 - g. Promote the League on the City Website.
 - h. Provide meeting space, as determined by the City, once a month at no charge. Scheduling is not automatic and will depend on availability. Cancelling or rescheduling must be done 24 hours prior to the reservation via emailing the Recreation Director or designated City

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contact. Staff recommends scheduling of monthly meetings be set on a particular day/date each month to ease with scheduling and consistency.

- i. Provide field lighting as necessary for player safety.
 - j. Line the fields for games which correlate to the schedule provided by the League. The City will line and prep the ball fields for games scheduled Monday – Friday. The City will provide chalk for the fields to be lined by the League during any scheduled weekend activity.
6. The League Agrees to:
- a. League shall pay the City \$2,500.00 per season – Fall and Spring – for supplies field maintenance for league activities. Including but not limited to chalk, paint, turface, clay, etc.
 - b. League shall pay the City \$10.00 per participant each season – Fall and Spring – and provide a roster of participants to the City up to a maximum of 250 participants.
 - c. League shall pay a \$1000.00 damage deposit each calendar year to be held by the City in a non-interest bearing account. Costs may be assessed against the damage deposit as described below.
 - d. Upon request, provide the City with high-resolution facility images and a logo for cross-marketing initiatives.
 - e. Notify the City of opening ceremonies and other opportunities for Board of Commissioners awareness and participation.
 - f. The League is responsible for monitoring and maintaining restrooms during League use. The League will pay \$25.00 per hour for additional cleaning required for failure to monitor and maintain restrooms during use. Reimbursement will be withdrawn from the damage deposit provided to the city.
 - g. Maintain the grounds, which include playing fields and areas outside the playing fields free of paper and debris accruing from the operation of the League concession stand or League activity. Remove debris and trash from the Site at the conclusion of each game/practice. Also, collect all litter in the immediate area (Bleachers, concession stand, dugouts, and picnic shelters) at the conclusion of each day’s League games and place collected materials into dumpers/trash cans provided by the City. The League will pay the City \$25.00 per hour for trash and debris left by League activities that require pick up by City staff. The fee will be charged after (two) written warnings have been issued during the agreement period. Reimbursement will be withdrawn from the damage deposit provided to the city.
 - h. Ensure that field lights are turned off by 10:00pm daily. Use of maintenance equipment is prohibited between 10:00pm and 7:00pm unless approved by the Recreation Director or designated appointee.
 - i. Provide a roster listing all participants names and addresses no later than the first scheduled game of each season. List shall be provided to the Recreation Department.
 - j. Perform background checks for all volunteers in accordance with the State of Florida requirements.
 - k. In the event of heavy rainfall, the Recreation Director or his designee shall determine the playability of the fields. Should either of those contacts be unavailable, the League President shall determine the playability of the fields. If damage to a playing field shall result from the use of the field following the League President’s decision to utilize the

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field, the League shall be financially responsible for the repair of the fields. The League shall not add or remove any materials to any playing field for any reason.

- l. Obtain written approval from the City Manager prior to any physical improvements or additions are made to any facility covered by this agreement. All existing and future improvements become the property of the City.
 - m. Obtain prior approval (minimum of 30 days prior to any event) from the Recreation Director or his designee, for the use of said facilities for any tournaments, clinics, or special events to be held by the League. Rental/use of facilities to others is expressly prohibited. All use of facilities will be scheduled through the Recreation Director. League will be permitted one event per season at no charge. Additional events will be billed at \$10 per hour per field. Any special event must receive approval from the City per the Special Event Permit process.
 - n. Provide a detailed Income Statement within 45 days of the end of the fiscal year to the Recreation Director or designated City contact person. Should the City determine the League is not financially sound and able to meet all its obligations, the City may terminate this agreement immediately.
 - o. The League will not provide any programs for adult teams at any time.
 - p. The League represents and warrants that it has inspected or caused to be inspected the Site, including all facilities, utilities, and improvements thereon, and that they are all acceptable "as is" and appropriate for its operation.
 - q. The League must receive prior written approval from the Recreation Director or his designee to utilize any outside vendor or subcontractor. All food vendors must pass inspection by the City of Madeira Beach and its Fire Marshall.
 - r. At the completion of each season, all of the League's equipment will be removed from all fields and adjacent areas.
 - s. The League has first right of refusal for the sales of banners to be placed on the backstop of the ball field fences, behind home plate, between the 1st base dugout and the 3rd base dugout. This area excludes City branded signed that is currently located in the area. The League will be responsible for the production of the banners and will provide the City 20% of the revenue from banner sales.
7. Concession Stand
- a. In the event that the League operates a concession facility or in any way distributes or sells food, beverages, candy , or foodstuffs of any description, the League agrees to fully indemnify and hold the City harmless from any claim or cost arising from the provision of foodstuffs.
 - b. The League shall have the non-exclusive use of the concession stand located at the Recreation Complex.
 - c. The League shall pay \$100 per month for use of the concession stand during the dates of use which are described below.
 - d. The League shall operate and maintain concession facilities in accordance with specifications established by the State Sanitary Code and Pinellas County Health Department. League must obtain and keep current all required licenses and permits and provide the Recreation Department with copies annually. No grilling, cooking, or frying is

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allowed inside the concession building with the exception of a microwave, hot dog griller, or popcorn machine. No outside frying is allowed within the park unless in an approved area designated by the Recreation Department and Fire Department. Disposal of grease or oil into the concession drains is prohibited.

- e. The League understands that private tournaments and events have the right to choose concession vendors at their discretion and that the League is not permitted to open concession services during these times unless the tournament or event organizer agrees to such services by the League in writing.
8. Field Usage
- a. The League shall have the non-exclusive use of baseball/softball 1, 2, and 3 located in the Madeira Beach Recreation Complex, in accordance with the days/dates noted below. All use of facilities will be scheduled through the Recreation Department. Field allocation will be determined by the Recreation Director or his designee, which, when approved by the City will not be modified without fourteen (14) days written notice to the League or as mutually agreed upon, unless necessary field maintenance exists in which twenty-four (24) hours written notice will be provided. In the event a field is deemed unplayable for any reason, prior notice will be provided as soon as possible and will not require a minimum amount of time.
 - b. At all other times, scheduling for the use of the fields will be based on availability through the Recreation Department to include post-season activities, tournaments, and All-Stars.
 - c. No entity other than the City shall use or remove League-owned equipment or fixtures without League approval.
 - d. The League has the right to the use of baseball/softball fields 1, 2, and 3, Monday – Friday between 5:00pm -11:00pm and 8:00am – 8:00pm on Saturdays and Sundays, during the months of February – June and September – November. Additional use may be requested in January and August outside of planned/scheduled field maintenance. Any and all field use must be scheduled ahead of time and agreed upon by city staff and the league.
 - e. Once the league schedule has been completed and approved by the City and the League, changes in scheduling for games, practices, special events or otherwise must be agreed upon by both parties.
9. The City reserves the right at all times to schedule special events and rental tournaments with 30 days' notice.
10. The League shall provide a point of contact at contract signing consisting of the name, phone number, and email address. This point of contact shall be the direct line of communication between the League and City.
11. The League is hereby authorized and instructed to make, keep and maintain reasonable rules and regulations regarding the use of the facility by members of the League, and the League agrees to keep said premises in as good condition as it is currently. Ordinary wear, tear, and damage by the elements are expected. No soft toss against field fencing is permitted.

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12. The League, at its expense, shall keep in force during the term of this agreement insurance from a company licensed in the State of Florida. The required insurance shall be evidenced by a certificate of insurance that must be submitted to and approved by the City Manager prior to the effective date of this agreement. The City of Madeira Beach shall be named as an additional insured under the policy, and the City shall be provided with a thirty (30) day notice in the event of cancellation, non-renewal, or adverse change to the policy. The League shall provide, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence combined single limit to include:

Premises – Operations

1. Independent – Contractors
2. Products-Completed
3. Broad Form Contractual
4. Personal Insurance

Failure to comply with this requirement shall subject this agreement to immediate cancellation.

13. The League is responsible for the payment of all payroll taxes, sales taxes, and worker's compensation claims. The League is also responsible for the collection and remittance of appropriate sales taxes to the State of Florida Department of Revenue.

14. This agreement may not be assigned or transferred in any manner by the League, and any such assignment or transfer is expressly prohibited.

15. This agreement shall be binding upon the parties hereto.

16. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this agreement and shall be deemed hereafter null and void and have no further force and effect whatever.

17. If either party deems it necessary to litigate in order to enforce the provisions of this agreement, the prevailing party shall be entitled to recover attorney's fees and costs.

18. The venue shall be Pinellas County, Florida.

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IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first above written.

Madeira Beach Youth Baseball and Softball
Boosters, Inc

By: _____

Name: _____

Title: _____

Date: _____

CITY
City Of Madeira Beach

By: _____

Jim Rostek, Mayor

By: _____

Robin Gomez, City Manager

APPROVED AS TO FORM:

By: _____

Thomas J. Trask, City Attorney, B.C.S.

ATTEST:

By: _____

Clara Vanblargen, City Clerk