



LICENSE AGREEMENT – CITY FACILITY UTILIZATION

This Agreement is made this 14th day of March, 2025, by and between the city of Maple Plain, a municipal corporation under the laws of Minnesota (the “City”) and Orono Baseball Association, a Minnesota non-profit corporation, herein called the “Licensee”.

WHEREAS, the Licensee desires to use the below City-owned Facility(ies),

Rainbow Park Softball Fields
Veterans Memorial Park Softball Field
Don Timpe Field

WHEREAS, the Licensee provides dates and times of events. Anything beyond the list provided beyond that will be subject to the reservation fees in the City of Maple Plain fee schedule; and

WHEREAS, the City is willing to allow the Licensee to use the Facilities(ies), subject to certain terms and conditions; and

WHEREAS, the City and the Licensee wish to have a written agreement memorializing the terms and conditions under which the City and the Licensee will accomplish the above.

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

Standard Terms and Conditions

1. The City hereby grants the Licensee permission to use the Facility(ies) during the aforementioned dates & times.
2. The Licensee may apply for additional utilization through the City Administrator or their designee. Such requests should be submitted at least ten days prior to such use.
3. The Licensee will not reserve the Facility(ies) for dates that are not used and shall notify the City of any cancellations to above schedule as soon as possible/practical.
4. Facility reservations do not include exclusive rights to any other area or facility of the park in which the Facility is located.
5. The Licensee shall maintain a commercial general liability insurance policy in the amount of \$1,000,000, single limit of liability per occurrence to protect itself and the City from claims and liability for injury or damage to persons or property for all activities performed by the Licensee and its respective employees or agents under this Agreement. The Licensee shall name the City as an additional insured under its general liability policy.
6. Prior to performing any services under this Agreement, the Licensee shall provide evidence to the City that acceptable insurance coverage is effective.

7. The City shall provide for regular mowing of the Facility(ies) and basic dragging of the infield dirt. Agreement does not obligate the City to any particular level of maintenance. Licensee may make maintenance requests to the City Administrator, who will determine whether to fulfill each request.
8. Utilities. The City shall pay all proper charges for utilities including, without limitation, charges for electricity, gas, water, sanitary sewer service, recycling, and garbage removal.
9. The Licensee shall provide all equipment necessary to conduct their activities. City shall not be liable for lost or damaged equipment that is stored on city property and Licensee hereby waives such claims for claims that arise from the willful, wanton or intentional misconduct by the City or any person acting on behalf of the City.
10. It shall be the responsibility of the Licensee to clean up Facility immediately after each use unless an exception is granted by the City Administrator or City Council. All trash and recyclables must be put in the appropriate cans before leaving the Facility. Do not overfill receptacles. If such cleanup work is not done, the City shall have the Facility cleaned and Licensee agrees to pay for the charges of this cleanup required to return the Facility to the condition in which it was prior to the use of the Licensee. Licensees are encouraged to document any damage or conditions existing upon their arrival and send them to the City.
11. Upon termination of this Agreement, the Licensee agrees to remove from the Facility(ies) all temporary structures, equipment and other items used by the Licensee, leave the Facility(ies) free from debris and return the Facility(ies) to its condition prior to its use by the Licensee, unless prior written approval is granted otherwise by the City Administrator or Council.
12. The Licensee hereby agrees to defend, indemnify, and hold harmless the City, its officers, employees and agents, from any liability, damages, claims, costs, judgments or expenses, including reasonable attorneys' fees, resulting directly or indirectly from the Licensee's use of the Facility(ies).
13. Licensee and their related users shall comply with all City Code requirements including but not limited to;

City Code Article 3 Sec. 7-49. Prohibited and restricted acts.

The following acts or conduct within or upon the public parks and/or playgrounds of the City are deemed contrary to public health, safety, and welfare, and therefore, it shall be unlawful:

- (2) To operate any motorized vehicle upon any portion of the public parks or playgrounds which is not graded, paved, and/or maintained as a public street or parking area, except that authorized police, fire, emergency, and maintenance personnel may operate the motorized vehicles upon any portion of the public parks or playgrounds as are reasonably necessary to perform their ordinary and necessary duties;
 - (4) To sell, or allow to be sold, any alcoholic beverages, as defined in Minn. Stats. § 340A.101, subd. 2, within or upon the public parks or playgrounds except by special license issued by the City Council;
 - (5) To consume alcoholic beverages, as defined in Minn. Stats. § 340A.101, subd. 2, within the public parks or playgrounds except by special license issued by the City Council;
 - (6) To use any cannabis or any cannabinoid product within or upon any public park or playground. Violation of this subsection shall be a petty misdemeanor; and/or
 - (7) To use any tobacco product within or upon any public park or playground.
14. The City may cancel, terminate, suspend, or modify the terms of this Agreement upon default by Licensee or failure of the Licensee to comply with this Agreement. No refund will be issued.
 15. Compliance with Laws, Rules, and Regulations. The Licensee shall comply with and abide by all laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any federal, state, or municipal authority, including without limiting the foregoing the appropriate

governmental liquor and alcoholic beverage authorities, the national or any local board of insurance underwriters, and the requirements of any insurance companies covering any of the risks against which the Fields are insured. The Licensee shall be responsible to obtain any permits and or licenses necessary for the sale of items from the Concession Building. This Agreement in no way confers any license, permit or approval to sell or vend food, soft drinks or alcoholic beverages from the Concession Building. Any permits or approvals needed for the sale of such items shall be obtained separately by the Licensee.

16. **Field Use Schedule.** The Licensee will be responsible for coordinating the scheduling of all activities, including tournaments outside of the agreed upon dates with city hall. In order to ensure that public use of the Fields is protected, the City shall have ultimate control over use of the Fields.
17. **Tournament and Admission Fees.** The Licensee may host tournaments on the Fields. In conjunction with such tournaments, the Licensee may charge and keep tournament fees. The Licensee may charge admission or gate fees in connection with any Licensee.
18. **Release and Indemnification.** To the greatest extent permitted by law, the Licensee hereby waives and releases the City from claims for damages or for injuries to persons resulting from any cause whatsoever in, on, or about the premises of the Concession Building and the Fields, except for claims that arise from the willful, wanton or intentional misconduct by the City or any person acting on behalf of the City. The Licensee agrees to indemnify, defend hold the City harmless from and against any and all claims and losses, including reasonable attorneys' fees, which result from acts or omissions of the Licensee.
19. **No Interest in Building or Fields.** This Agreement is not to be considered a lease of any portion of the Fields. It is expressly understood that ultimate control of the Fields shall always rest with the City, and the Licensee shall have no discretion to act in any manner contrary to the City's directions. At all times during the term of this Agreement, the City retains ownership of the Fields and shall have the right, by itself, its agents and employees, to enter and upon the Fields at any time for any legitimate purpose.

Additional Terms and Conditions

20. **Term and Withdrawal.** The term of this Agreement shall commence on January 1, 2025, or upon the date all required signatures are obtained, and end on December 31, 2025. Notwithstanding any provision to the contrary, the City, or the Licensee may withdraw from this Agreement with or without cause and for any reason by providing 30 days written notice to the other. Withdrawal by either party shall terminate this Agreement except for any payment due and the liability provisions shall survive termination of this Agreement
21. The Licensee shall pay the City \$1,200 for use of the Facility(ies) for the term of this agreement. Payment shall be submitted to the City upon execution of Agreement.
22. The Licensee shall submit a damage, maintenance, and security deposit ("Security Deposit") in the amount of \$500 to the City upon execution of this Agreement. The City shall return the deposit to the Licensee, minus expenses for any damage or maintenance to the Facility(ies) following inspection by the City within 2 weeks of written notification by the Licensee of end of use under this Agreement.
23. **City Staff Labor.** Any City staff labor required for event support, facility maintenance, or special accommodations beyond standard field use will be billed at a rate of \$75 per hour. Labor charges apply to services such as field preparation, additional maintenance, cleanup, or supervision as

determined necessary by the City. The Licensee will be invoiced for labor costs following the event, with payment due within 30 days of the invoice date.

24. Violation of City Code by Licensee or related users may result in a forfeiture of Security Deposit and/or revocation of the license agreement as determined by the City Council.
25. Licensee shall discourage related users from parking in the grass. Parking is limited to parking spaces and not on city grass. The Licensee shall be responsible for damage created to city grass during Licensee activities.
26. No games may take place at Veterans Memorial Park on Friday, June 6 – Sunday, June 8, 2025 and Monday, August 19, 2025.
27. **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year set forth above.

CITY OF MAPLE PLAIN

Julie Maas-Kusske, Mayor

Jacob Kolander, City Administrator

**THE ORONO BASEBALL ASSOCIATION
(LICENSEE)**

Matt Walker OBA Treasurer
Print Name

Signature