

BALLPARK USE AND LICENSING AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this _____ day of _____ 2026, by and between the City of New Prague, a municipal corporation under the laws of Minnesota (the "City"), New Prague Orioles, Inc., a Minnesota non-profit corporation ("NPO"), and New Prague State Baseball, a Minnesota non-profit corporation (the "Corporation").

WHEREAS, the City owns and operates the Memorial Park Baseball Stadium, a ballpark located at 400 Lexington Avenue South, New Prague, Minnesota 56071 (the "Ballpark"); and

WHEREAS, the Ballpark is intended to serve the residents of the City and the surrounding communities, and is suitable for adult amateur baseball games; and

WHEREAS, NPO desires to sponsor and coordinate the 2026 Minnesota State Amateur Baseball Tournament (the "Tournament"), to be held during calendar year 2026; and

WHEREAS, NPO wishes to hold Tournament games at the Ballpark during the aforementioned dates; and

WHEREAS, pursuant to state law, the City has the authority to enter into agreements with corporations pertaining to public recreation events; and

WHEREAS, the City is willing to allow NPO to host the Tournament at the Ballpark, and NPO desires to do so, in strict accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the parties, in consideration of the representations, covenants and agreements set forth herein, represent, covenant and agree with one another as follows:

1. **Recitals.** The above recitals are hereby incorporated into and made a part of this Agreement as if fully set forth herein.
2. **Use License.** The City hereby grants NPO an exclusive license to use the Ballpark on the following dates during calendar year 2026:
_____ and additional dates as agreed-upon by the parties if necessary to accommodate weather cancellations.

The City will not schedule any other events at the Ballpark during the aforementioned dates.

3. Intentionally omitted.
4. Parking. Tournament participants and patrons may use the parking lots located at the Ballpark during the Tournament; provided, however, that the City retains the right to restrict parking in certain parking areas in order to accommodate other events, programming, or activities at the Ballpark or at other nearby City facilities, as the case may be. Tent stakes shall not be driven into the asphalt parking lots and any food preparation devices (i.e. grills, grease fryers) shall provide adequate protection for dripping and spillage of grease onto the asphalt parking lots. Tournament participants and patrons shall also be allowed to park on the vacant, unpaved surface north of Third Street, adjacent to the former armory building and water treatment plant, subject to weather- related conditions. City staff shall notify NPO if weather conditions make parking on said surface unreasonable, which shall be determined at the sole discretion of the City.
5. Street Closure. During the Tournament, the City intends to close the portion of Lexington Avenue that lies south of Third Street in order to allow adequate access for emergency responders and other necessary personnel. No Tournament parking will be permitted on the closed portion of Lexington Avenue.
6. Hours. Use of the Ballpark shall be subject to the City's regular park hours of 6:00 a.m. to 11:00 p.m. and Tournament games should be reasonably scheduled to avoid the need to occupy the Ballpark beyond 11:00 p.m. However, due to the possibility that Tournament games could go longer than anticipated and/or extend into extra-innings, use of the Ballpark may extend beyond 11:00 p.m. for the sole purpose of concluding an ongoing game. City staff retains the right, however, to require that any game extending beyond closing hours be suspended in the event of a public nuisance or a threat to the public health, safety, or welfare, which shall be determined at the sole discretion of the City.
7. Termination. If either party fails to perform its obligations under this Agreement, the other party may terminate this Agreement by giving written notice of the intention to terminate to the other party at least ten (10) days prior to such termination; provided,

however, that if NPO's failure to perform its obligations hereunder creates or constitutes, in the sole discretion of the City, a threat to the public health, safety, or welfare, the City may immediately terminate this Agreement at any time.

8. Field Maintenance. During its use of the Ballpark, and to the extent it desires, NPO shall be responsible for (1) all grooming of the infield surfaces, (2) all chalking of the Ballpark lines, and (3) any other temporary modifications that might be needed for adult amateur baseball games. In the event that NPO moves any equipment or makes any other temporary modifications to the Ballpark pursuant to this provision, it shall promptly replace said equipment to its original location and restore the Ballpark to its original condition immediately following the Tournament.
9. Cancellations. In the case of inclement weather or unfavorable field conditions, the City shall retain the right, in its sole discretion, to determine whether the Ballpark is playable and may cancel any Tournament games. The City shall not be in any way liable to NPO or any other entity if the Ballpark becomes unavailable for use due to weather or unfavorable field conditions.
10. Concessions; Food and Alcohol. During the Tournament, NPO may operate a food and beverage stand at the Ballpark. NPO agrees to comply with all state and local laws related to food and beverage sales, and all other applicable rules and regulations imposed at the Ballpark by the City. Any alcohol sales made during the Tournament shall be made only by NPO and strictly in accordance with NPO's City approved liquor license(s). Said liquor sales are authorized only during Tournament games and may not be made during any other event or activity.

No consumption or possession of alcohol is allowed at the Ballpark except by sale pursuant to and in accordance with the aforementioned liquor license, and no alcohol shall be sold for off-site consumption. NPO shall be solely responsible for ensuring that alcohol is not brought on or off the Ballpark premises by Tournament participants and patrons. In no event shall alcohol be consumed on the field of play or in the player dugouts and NPO shall also be responsible for ensuring that alcohol is only consumed in the areas authorized under the applicable license and this Agreement. NPO shall strictly comply with all state and local laws, rules and regulations regarding alcohol and in no way shall this Agreement be construed to authorize anything that is otherwise prohibited by state or local laws, rules or regulations. Failure to strictly comply with this section 10 shall be grounds for the City to immediately terminate this Agreement.

11. Golf Carts; Signs. The operation of golf carts and the display of temporary signs during the Tournament shall be done only in accordance with state and local law, including but not limited to, the golf cart and sign provisions contained in the New Prague City Code. Notwithstanding the foregoing, the City agrees to waive any City fees that are otherwise required for golf cart permits and temporary sign permits. Said waiver, however, does not relieve NPO from having to obtain said permits.

12. Indemnification: Release of Claims. NPO agrees to release, indemnify, and hold harmless the City from any and all claims, demands, suits, actions, or liabilities resulting from injuries or death to any person, or damage or loss of any property, arising from or alleged to arise from NPO's use of the Ballpark during the Tournament pursuant to this Agreement. Each party agrees to accept full responsibility for its own negligence and actions. Nothing contained in this Agreement shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the City under law. The City's liability is subject to the limits of Minn. Stat. Chapter 466 and other applicable law.

NPO and NPO's contractors, attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors and assigns, hereby release and forever discharge the City, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, execution and performance of this Agreement between the parties. Nothing contained in this paragraph is intended to prevent the exercise of any rights available pursuant to this Agreement.

13. Insurance. Prior to using the Ballpark and throughout the term of this Agreement, NPO, at its sole cost and expense, shall maintain in full force and effect general liability insurance in the minimum amounts of \$1,000,000 personal injury, \$1,000,000 per occurrence, \$300,000 fire damage, \$5,000 medical expense, and a general aggregate of at least \$2,000,000, and liquor liability insurance of \$1,000,000 per occurrence and \$1,000,000 general aggregate. The City shall be named as an additional insured on the insurance policies described herein. A Certificate of Insurance showing coverage as indicated above with a carrier that is acceptable to the City as well as a copy of all policies of insurance shall be submitted to the City Administrator at least ten (10) days prior to Tournament commencement. The City reserves the right to reject the carrier if it is not an A+ carrier licensed to do business in the State of Minnesota.
14. Compensation for Damages. NPO agrees to reimburse the City for any and all damages to the Ballpark resulting from NPO's use of the Ballpark during the Tournament. If it is established that any portion of the Ballpark, or the Ballpark's surrounding landscapes, facilities, or parking lots, are damaged by the act or failure to act of NPO, its members, agents, or invitees during the term of this Agreement, the City shall charge NPO, and NPO agrees to pay the City, the sum necessary to restore the premises back to its pre- damaged condition.
15. Notices. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail and addressed to:

If to the City: City of New Prague
118 Central Avenue N
New Prague, MN 56071
Attn: City Administrator

If to NPO: New Prague Orioles, Inc.
1401 Woodlands Court SE
New Prague, MN 56071
Attn: Nicholas Schoenecker

If to the Corporation: New Prague State Baseball
506 Chalupsky Avenue North
New Prague, MN 56071
Attn: Brad Schmitz

Or such other address as any party may provide to the others by notice given in accordance with this provision.

16. Governing Law. This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Minnesota.
17. Compliance with Other Laws. NPO and the Corporation agree to conform to and comply with all of the laws, rules, and regulations of the United States, the State of Minnesota, and the City.
18. Data Practices. Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. NPO and the Corporation will immediately report to the City any requests from third parties for information relating to this Agreement. NPO and the Corporation agree to promptly respond to inquiries from the City concerning data requests. NPO and the Corporation agree to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of NPO's failure to comply with the requirements of this paragraph; provided that NPO and the Corporation shall have no duty to defend or indemnify where each respective entity has acted in conformance with the City's written directions.
19. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
21. Entire Agreement. This Agreement shall constitute the entire agreement between the parties regarding the subject matter and supersedes any other written or oral agreements. This Agreement can only be modified in writing signed by each party.

22. Waivers. By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law. Any waiver by the parties of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
23. Non-Assignability. The parties may not assign any interest in this Agreement without the other parties' written consent.
24. Modification. No modifications or amendments may be made to this Agreement unless in writing and signed by the parties hereto.
25. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their behalf by their authorized representatives on or as of the date first above written.

CITY OF NEW PRAGUE:

By: _____

Charles L. Nickolay

Its: Mayor

By: _____

Joshua M. Tetzlaff

Its: City Administrator

NEW PRAGUE ORIOLES, INC:

By: _____

Nicholas J. Schoenecker

Its: President

NEW PRAGUE STATE BASEBALL:

By: _____

Brad Schmitz

Its: Trustee/Advisor