

**Youth Sports Association Facility Agreement
Tyrone Youth Baseball Association
and
The Town of Tyrone**

GENERAL

1. The **Tyrone Youth Baseball Association** agrees to provide a **RECREATIONAL** youth sports program as a service for the Town of Tyrone. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the Town hereby waives other, usual fees for field usage routinely charged to other non-affiliated organizations.

2. The term of this Agreement will begin **January 1, 2023** and continue through **December 31, 2023**. Should both parties agree, a new agreement, with substantially the same terms and conditions, as this Agreement may be entered into at the conclusion of the term of this Agreement. If either party desires to enter into a new agreement, said party shall provide notice to the other party at least thirty (30) days prior to the termination of this Agreement.

3. The Town agrees to authorize the **Tyrone Youth Baseball Association** to use the field(s) and facilities on a non-exclusive basis to conduct a baseball program at the following locations: Handley Park Baseball Fields & Concession Stand/Restrooms hereinafter referred to as the “Facility”.

For purposes of this agreement, **Tyrone Youth Baseball Association** baseball program is designed as a program where all children who register under existing **Tyrone Youth Baseball Association** guidelines will be able to play on a team that matches their age and ability. This agreement also covers other State of Georgia sponsored youth sports, such as traveling teams, and All Star teams. As such, these programs fall under the same policies of this agreement.

4. The **Tyrone Youth Baseball Association** must provide, prior to the beginning of its playing season, to the town of Tyrone’s Recreation Department the current versions of:

- (a) A current list of Board of Directors and Association Officers, a set of by-laws, with amendments, if applicable
- (b) A current roster of participants, to show how many youths registered, their ages and where they reside i.e. city and county.
- (c) Proof of liability insurance/certificate of insurance coverage insuring **Tyrone Youth Baseball Association** with The Town of Tyrone named as an additional insured. Coverage should include, at a minimum:
 - I. one million dollars (\$1,000,000) of Commercial General Liability on an occurrence basis with not less than \$1,000 deductible per incident or claim; and
 - II. one hundred thousand dollars (\$100,000) of coverage per participant accident.

5. The **Tyrone Youth Baseball Association** shall require all coaches, assistant coaches and managers to be certified through the National Youth Sports Coaches Associations (NYSCA), and require all coaches, assistant coaches and managers to have proof of such certification when utilizing the Town of Tyrone facilities in their official capacity. The **Tyrone Youth Baseball Association** shall also require all coaches, assistant coaches, and managers to comply with the rules and requirements of their governing organizations. The Town of Tyrone Recreation Department may request Proof of NYSCA Certification at any time.

6. The **Tyrone Youth Baseball Association** will provide the Town of Tyrone Recreation Department with notice and location of all board meetings including called or specially called meetings and copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors or general membership within 30 days of each meeting. In addition, the Association shall provide to the Town copies of any newsletters or special correspondence to membership.

7. The **Tyrone Youth Baseball Association** shall provide to the Town of Tyrone within three (3) calendar days a preliminary written record of any incidents during their activities involving any parent, coach, or official. This shall be followed by written record within three (3) calendar days of resolution of, or action taken by, the **Tyrone Youth Baseball Association** concerning such incidents.

8. The **Tyrone Youth Baseball Association** shall put forth reasonable efforts to control the behavior of participants and spectators during each **Tyrone Youth Baseball Association** event. The **Tyrone Youth Baseball Association** agrees to exercise reasonable efforts to ensure that the behavior of the coaches, parents, officials, and youth is appropriate, and, to that end, the **Tyrone Youth Baseball Association** agrees to distribute for each coach and each parent whose child participates in the baseball program a code of ethics for coaches and parents to follow. Additional copies may be posted online or at the recreational fields and facilities for reference.

9. The **Tyrone Youth Baseball Association** agrees to indemnify and hold harmless the Town of Tyrone from any injuries of any kind to any person or damages to any property which occur while attending or participating in **Tyrone Youth Baseball Association** activities on the Town's property absent of a clear showing of negligence on the part of the Town.

10. To the extent permitted by law, The Town of Tyrone agrees to indemnify and hold harmless the **Tyrone Youth Baseball Association** from and against any claim alleging damages which are based upon or attributable to a breach by the Town of any of its obligations set forth in this agreement.

11. The **Tyrone Youth Baseball Association** IS REQUIRED TO CONDUCT BACKGROUND CHECKS FOR ALL COACHES, ASSISTANT COACHES and MANAGERS INVOLVED WITH THE **Tyrone Youth Baseball Association**. These background checks must be in accordance with the adopted Background Check Policy set by the Town of Tyrone and facilitated by the Town of Tyrone Recreational Department. The appropriate background check form will be provided to the **Tyrone Youth Baseball Association** by the Town of Tyrone Recreational Department. Coaches, Assistant Coaches and Managers may return the completed background check form directly to the Town of Tyrone Recreational Department. These background checks must include background information from other states and /or countries, as applicable. Results of these background checks shall be forwarded to the Tyrone Recreation Department after acceptance from the Tyrone Police Department. No background check for any coach, assistant coach or manager shall have aged more than two years. The Town of Tyrone's staff reserves the right to monitor the background checks conducted by the Association. Audits shall be conducted with no advance notice and the Association shall be prepared to produce the requested information or documentation.

SCHEDULES

12. The **Tyrone Youth Baseball Association** agrees to provide Tyrone Recreation Department with a written general schedule of games and practice times **prior to** the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum, fields/facility, dates and times. The **Tyrone Youth Baseball Association** will also provide updates or changes to the original schedule. The **Tyrone Youth Baseball Association** shall not schedule regular practices or games on any

Wednesdays unless prior arrangements have been made between the Association and the Town. The Recreation Department must review the schedule (which must include all times needed for games, practices and field maintenance) before the **Tyrone Youth Baseball Association** can use the fields. If the **Tyrone Youth Baseball Association** opts to schedule, and be responsible for travel teams, the schedules of these teams shall also be submitted to the Recreation Department. Once the Recreation Department has approved the schedule, the **Tyrone Youth Baseball Association** shall have exclusive use of the fields for all times listed on the approved schedule. The Tyrone Recreation Department shall have a minimum of five work days to review the proposed schedule, but shall not unreasonably withhold approval of the schedule.

FACILITIES/SECURITY

13. The **Tyrone Youth Baseball Association** agrees to regularly monitor all areas of the Facility being used to ensure that trash and litter are cleaned up after use. A cleanup/damage/security deposit of \$500 will be escrowed prior to the beginning of each season. If cleanup for each event is not completed within twenty-four (24) hours, the Town of Tyrone shall complete the cleanup of the facility and shall invoice the **Tyrone Youth Baseball Association** for the cost of the cleanup. The cost of the cleanup shall be forty dollars (\$40.00) per hour required by the Town to complete the cleanup. Any unused portion of the security deposit will be credited toward the required deposit for the next season.

14. The **Tyrone Youth Baseball Association** shall notify the Director of the Tyrone Recreation Department of any damage, vandalism, needed repairs and/or safety issues at the Facility as soon as possible, but not later than the next working day. The Tyrone Recreational Department will determine the cause and cost to repair the Damages and thereby notify the **Tyrone Youth Baseball Association** of its findings. If any damage is determined to be caused as a result of **Tyrone Youth Baseball Association** members' negligence or failure to comply with the Town's operational or security measures, the **Tyrone Youth Baseball Association** shall reimburse the Town of Tyrone for all costs of repair due to this negligence or failure to comply with the Town's operational or security measures. A copy of the operational or security measures policy shall be provided by the Town.

15. The **Tyrone Youth Baseball Association** is responsible for monitoring the restrooms during its use of the Facility. The **Tyrone Youth Baseball Association** shall ensure that all restrooms are locked at the conclusion of each usage of the facility.

16. The **Tyrone Youth Baseball Association** must contact proper enforcement authorities when violations have been noted concerning the use of any tobacco products, alcoholic beverages and/or illegal drugs to be consumed on the grounds of the Facility.

17. All vehicles shall be parked in designated parking spaces, unless specifically authorized by the Recreation Department.

18. The **Tyrone Youth Baseball Association** shall be responsible for lining their fields for play.

19. The **Tyrone Youth Baseball Association** shall turn off all lights and lock the designated gates or doors at the conclusion of each night's activities. Any costs incurred as a result of this provision not being followed shall be assessed against the **Tyrone Youth Baseball Association**

20. The **Tyrone Youth Baseball Association** shall not alter, add, delete or improve the Fields/Facility without prior written consent of the Town of Tyrone and the Town shall not unreasonably withhold approval of such Facility improvements to be performed and paid for by the **Tyrone Youth Baseball Association**.

21. All tournaments and events other than regularly scheduled games shall be approved by the Recreation Department. To host such tournaments or events sponsored by organizations other than the **Tyrone Youth Baseball Association**, the **Tyrone Youth Baseball Association** shall pay to the Town of Tyrone a rental fee that shall be in accordance with a schedule of fees prepared in accordance with this contract by the Recreation Department.

22. All funds generated at tournaments will, to the extent possible, be earmarked for field maintenance, and/or capital improvements to the same. If any tournament does not involve teams from the **Tyrone Youth Baseball Association**, net proceeds will be equally divided between the Town of Tyrone and the **Tyrone Youth Baseball Association**. **Tyrone residents shall not be charged a parking fee for tournament attendance.**

23. If the **Tyrone Youth Baseball Association** desires to serve food items, the **Tyrone Youth Baseball Association** shall request the Fayette County Health Department to conduct an inspection of the concession stands at the Facility and shall explain the level of food service the **Tyrone Youth Baseball Association** will be requesting. The **Tyrone Youth Baseball Association** shall also provide the Town of Tyrone with documentation, from the Health Department, as to the permit issued.

24. The Town of Tyrone and the **Tyrone Youth Baseball Association** acknowledge that a comprehensive field maintenance program is required to preserve the life of the fields, reduce long-term capital expenditures and ensure safe playing conditions. The Town of Tyrone will provide certain services in accordance with the available budget and human resources. In turn, the **Tyrone Youth Baseball Association** will supplement this maintenance effort either with materials, funding or other available resources at their disposal.

25. Within sixty (60) days prior to the signing of the 2023 agreement, key representatives of the **Tyrone Youth Baseball Association** and the Town of Tyrone will meet to develop a joint maintenance program outlining frequencies, services and which party will perform these functions. The Town of Tyrone and the **Tyrone Youth Baseball Association** will coordinate to ensure compliance with the program.

26. The Town of Tyrone's insurance covers only the Town's buildings and fields. It is the responsibility of the **Tyrone Youth Baseball Association** to insure any contents stored in its concession stands, office and storage buildings.

FINANCIAL

27. The **Tyrone Youth Baseball Association** agrees to an annual flat fee schedule of **\$3,000.00** without revenue collection from the travel teams, or **\$4,000.00** with the revenue collection from the travel teams. 50% of the fee is to be paid prior to the commencement of each season and the remaining 50% to be paid prior to the start of the second season.

28. The following special provisions shall apply to the use of the Facility by the Association:

- (a) The Association will not schedule activities of any kind on October 6, 2023, and October 7, 2023.
- (b) During these same dates, the Town of Tyrone assumes all responsibility for use of the Facility including the use of all restroom facilities except as provided below.
- (c) The Town of Tyrone will not permit the use of, nor assume responsibility, for concession or meeting facilities located in concession buildings by others.

29. Receipts and Disbursements: **Tyrone Youth Baseball Association** shall properly maintain records, receipts and disbursements of all funds for each season completed. The appropriate invoice or documentation shall support all disbursements.

30. Following the conclusion of the season, the entire storage area shall be cleared for the next season. Should any organization choose to sell remaining concession products, this transaction shall take place prior to the beginning of the next season and must be reported with that season's receipts.

31. The **Tyrone Youth Baseball Association** shall submit back-up documentation based on participant registration numbers. The **Tyrone Youth Baseball Association** shall have all required documentation such as the Association By-Laws, player and coach registrations, field /player insurance, in and out of county player participation numbers and fees, background check forms, and coach NYSCA certification, team rosters, game and practice schedules. Failure to have all documentation submitted to the Town one week prior to opening day of the season will result in LOSS OF USE OF FACILITIES UNTIL IN COMPLIANCE WITH CONTRACT.

32. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, USA, without giving effect to its conflicts of law principles.

33. This Agreement constitutes the entire understanding between the parties with respect to **Tyrone Youth Baseball Association** use of the Facility and supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties, whether written or oral, between the parties with respect to **Tyrone Youth Baseball Association** use of the Facility. No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

Signed and agreed upon this ____ day of _____, 2023 by:

TYBA, President

Eric Dial, Mayor