

CITY OF WOLFFORTH BALLFIELD LEASE AGREEMENT

FRENSHIP YOUTH BASEBALL

WHEREAS, the City of Wolfforth, Texas, (hereinafter "City") desires to enter into a Ballfield Lease Agreement (the "Lease" or the "Agreement") for the baseball facilities situated at Patterson Park, Wolfforth, Texas, (hereinafter "Facility") with Frenship Youth Baseball, a non-profit Corporation (hereinafter "League") as follows, to-wit:

I. RENTAL PAYMENT:

1.1 LEAGUE agrees to pay to the CITY the sum of \$ 12,000 for the use of the Facility, including Fields 1, 2, 3, 4, and 5 (the "Fields"). The \$12,000 shall be paid in two installments, with one-half payable on or before April 15 of each year during the term of this Agreement and the remaining one-half payable on or before July 15 of each year during the term of this Agreement. The CITY shall be responsible for paying the cost of electricity for the facility. In the event the electricity cost during any calendar year during the term of this Agreement exceeds the usage fee, the LEAGUE shall pay any additional electricity charges within thirty (30) days after the CITY invoices the LEAGUE. In the event electricity cost during any calendar year during the Term of this Agreement is less than the usage fee, the CITY shall retain the balance. The CITY will provide the LEAGUE with the amounts of the electricity bills upon written request by the LEAGUE.

1.2 The LEAGUE, through its President, agrees to provide detailed financial information about the League to the City upon written request by the CITY.

II. SCHEDULING

2.1 Except for the events set forth in 2.5, the LEAGUE shall have first right of access to the Facility from February 1 through October 31 during each year during the Term of this Agreement.

2.2 CITY reserves the right to schedule events at the Facility but shall attempt to schedule such events so as not to conflict with the schedule of the League. CITY will contact the LEAGUE by electronic mail prior to scheduling any event at the Facility from February 1 to October 31 during the Term of this Agreement. If the LEAGUE does not respond within three business days of the date the CITY sends the email regarding the scheduling of an event, the CITY may schedule that event. The LEAGUE will not be able to use the Facility or reserve fields once an event is scheduled by the CITY in accordance with this paragraph.

2.3 The LEAGUE shall not schedule any games, tournaments, or other events from November 1

to January 30 under this Agreement. If the LEAGUE desires to use the Facility for any purpose from November 1 to January 30, it must contact the City and obtain approval from the City Manager for that use. In accordance with 1.1 above, based on the annual fee compared to the actual cost of electricity, the LEAGUE may be responsible for additional charges for any events approved under this section.

2.4 If the LEAGUE uses the Facility, facilitates the use of the Facility or allows the use of the Facility outside of the scheduling procedure set forth in paragraphs 2.1 and 2.3 above, the LEAGUE agrees to pay the CITY an additional \$1,000 for each day the LEAGUE uses any part of the Facility, facilitates the use of the Facility, or allows the use of the Facility outside of the scheduling procedure set forth above with the exception of maintenance. The LEAGUE will make such payment to the City within thirty (30) days of receipt of an invoice from the CITY.

2.5 The parties agree that the CITY shall have the prior right to use the facilities in connection with the annual 4th on the 5th Fourth of July celebration. LEAGUE may not schedule any activities during or this event.

III. OPERATION OF THE CONCESSION STAND:

3.1 LEAGUE agrees to operate the concession stand in a prudent, safe, clean and workmanlike manner. LEAGUE and CITY acknowledge that LEAGUE shall be solely responsible for providing all equipment and/or appliances necessary to operate the concession stand. LEAGUE shall be responsible for any required Permitting for operation of the concession stand. Upon execution of this Agreement, the LEAGUE shall deposit with the CITY, an amount of ONE THOUSAND DOLLARS (\$1,000.00) (hereinafter, "the deposit"). The Deposit is to ensure that the Facility is returned in good operating condition and thoroughly cleaned. LEAGUE shall be entitled to a return of some or all of the deposit if:

3.2 Based on an inspection conducted by the City Manager within ten (10) days after the conclusion of the last regularly scheduled baseball game, he/she determines that no cleaning, repairs, or replacements are necessitated.

IV. TERM

4.1 The Initial Term of this Agreement shall commence on the 1st day of January 2024 and expire on the 31st day of December 2024. (the "Initial Term"). The Agreement shall renew at

the end of the Initial Term for up to five (5) additional one-year terms (“Subsequent Terms”) unless either party provides written notice of termination at least sixty (60) days before the end of the then current term. The Initial Term and any Subsequent Terms are collectively referred to as the “Term”.

V. USAGE:

- 5.1. LEAGUE shall be permitted to utilize the Facility only for the purpose of Frenship Youth Baseball and activities directly related thereto.
- 5.2. Usage of the fields shall be limited to the hours of 7 am to 11:30 pm. (New)

VI. SUBJECT

6.1 This Agreement is subject to all existing and future applicable State and Federal acts and regulations.

VII. UTILITIES

7.1 LEAGUE is forbidden to alter existing electrical wiring systems, water lines, or any other utilities without prior approval from the City. This does not include necessary repairs. LEAGUE is forbidden to modify, repair, install, or otherwise work on Field lighting without express written consent from the City Manager. (New)

VIII. MAINTENANCE.

8.1 LEAGUE shall clean up any debris and trash each day any of the Fields are utilized by the LEAGUE for any reason and shall prevent garbage, refuse, junk, and discarded or unused material from accumulating at the Facility. All bathrooms shall be kept clean and shall be properly furnished with paper goods at all times. The concession stand and press box shall be maintained in a clean and orderly manner. In the event the City Manager determines that the facilities are not maintained as required, he/she shall notify the League that corrective measures are required within 72 hours. Failure by the League to correct the noted deficiencies within the allotted 72 hours may result in termination of this Lease.

8.2 All motor-driven equipment shall be kept secured within an enclosure except when in actual use. Any person operating motor-driven equipment in the Facility or on other City owned property shall possess a valid driver’s license. At no time will people under the age of sixteen (16)

be allowed to operate any motor-driven equipment in the park area.

8.3 LEAGUE shall maintain all playing Fields during the Term of this Agreement, including mowing of playing fields and irrigation heads, and the CITY shall maintain and mow all non-playing grass areas both inside and outside the complex. City shall also be responsible for the repair of field lighting and any irrigation component that is more than 12 inches deep. (New).

Generally, the fields may be irrigated on Sunday and Wednesday nights between the hours of 10 pm and 10 am the following morning. Unless conditions prevent, the City agrees to allow additional watering cycles in accordance with the then-current Drought Contingency Plan, if LEAGUE overseeds the fields in the Fall. LEAGUE shall abide by all applicable irrigation restrictions. CITY shall retain the right to approve and control field maintenance as it alone shall deem proper.

RC note: The league has requested consideration for a change to this section.

- 1. League requests permission and method to be able to hand water infields at times outside of the above-designated watering hours. RC – No objections but City makes no commitment to add any irrigation improvements to facilitate this.*

8.4 Playing fields shall be maintained in safe condition, smooth and free of holes. LEAGUE shall be solely responsible for compliance with this requirement. (New)

IX. AUTOMOBILE PARKING AND ACCESS

9.1 Parking shall be in designated areas. “No parking” areas shall be enforced in accordance with appropriate City Ordinance(s). No signs or appurtenances shall be placed upon structures at the Facility without prior approval of the CITY. Locks at the Facility or any other property owned by the CITY may not be changed unless the LEAGUE has obtained the written consent of the City Manager. LEAGUE shall ensure CITY has current copies of all keys to the Facility. City is responsible for maintaining the parking lot and roads into the facility and agrees to groom parking lots and roadways prior to the beginning of each season. League agrees to notify City at least 60 days prior to the start of each season to allow adequate time for City to complete this task. (New)

9.2 Automobile parking inside the baseball complex shall only be allowed for deliveries. Parking shall be limited to a reasonable period to permit loading and unloading.

X. SIGNS

10.1 All advertising signs shall be removed two (2) weeks after the last regularly scheduled LEAGUE activity, but no later than the 15th day of November during each year during the Term of this Agreement.

XI. IMPROVEMENTS

11.1 During the term of the agreement, LEAGUE may make improvements to the facility as deemed appropriate and as approved by the CITY. These improvements may include but not be limited to improvements to the infield, turf, dugouts, fences/backstops, concession stand, lighting, bleachers, and scoreboards. Improvements will also include additions to the facility such as a scoreboard or additional lighting. All improvements or additions must be approved by the City Manager, and will be considered permanent and the property of the CITY.

XII. GARBAGE

12.1 The CITY shall provide a minimum basic dumpster and service thereof during the term hereof. The CITY will maintain dumpsters outside the complex adequate to meet the needs of the LEAGUE.

XIII. SUBLEASING PROHIBITED

13.1 LEAGUE shall not sublease the Facility without prior written consent of the CITY.

XIV. ASSIGNMENT

14.1 LEAGUE shall not assign, transfer, or convey any of its rights, responsibilities, or duties under this Agreement to any person, firm, or corporation without the written consent of the CITY.

XV. REPORTING

15.1 LEAGUE agrees to provide an Annual Report to the Wolfforth City Council on or before September 30 of each year. The report shall provide, at a minimum:

- a. Demonstration of performance and compliance with this agreement.
- b. Documentation of observations, changes, repairs, investments, improvements and/or needs for or to the facility as seen by the LEAGUE.

c. Requests for improvements

15.2 The Annual Report shall provide the LEAGUE and the CITY the opportunity to exchange information, expectations, observations, and any other information the CITY requests, to determine satisfactory performance under this agreement by LEAGUE.

XVI. INSURANCE COVERAGE

16.1 During the Term of the Lease, LEAGUE shall maintain in full force and effect insurance not less than the amounts hereinafter specified, insuring the CITY against public liability, products liability, property damage, and general liability. LEAGUE shall, before January 31 of each year, furnish CITY a Certificate of Insurance covering the foregoing in an amount not less than FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000) for property damage, and not less than ONE MILLION DOLLARS AND NO/100 (\$1,000,000) for personal injuries, death, or general liability arising out of any one accident or other cause.

XVII. INDEMNITY

17.1 LEAGUE shall indemnify, defend and hold harmless the CITY, its officers, agents, and employees from any and all liabilities, claims, demands, actions, losses, damages and costs, including all cost of defense thereof causing by or arising out of, or in any way relating to LEAGUE'S use of the Facility or occurring on the Facility during the Term of this Lease, including claims, liabilities, and actions based upon nuisance. Upon demand, LEAGUE shall, at its own expense, defend the CITY, its officers, agents, and employees against any and all such liabilities, claims, demands, actions, losses, damages, and costs.

XVIII. AS IS

18.1 The Facility is leased in an "as is" condition without warrant of its fitness for the use set forth in this Agreement. Prior to the execution of this Agreement, the Facility shall be inspected jointly by the parties hereto and execution hereof conclusively evidences inspection and acceptance of the Facility by LEAGUE.

XIX. TERMINATION PRIOR TO EXPIRATION

19.1 In addition to the right to terminate for lack of maintenance, the CITY shall have a right to terminate this Lease in whole or in part upon the breach of this Agreement by the LEAGUE for failure to perform and/or keep or observe any of the terms, covenants and conditions which it is obligated to perform, keep, or observe under this Lease, after the expiration of a fifteen (15) day period following a request for compliance given in writing by the City Manager to the LEAGUE; addressed to, or hand delivered to the League President. In the event the LEAGUE holds or allows an event to take place at the Facility in violation of Section II of this Agreement, allows another entity to use any part of the Facility or subleases any part of the Facility, the CITY may immediately terminate this Agreement by providing written notice to the LEAGUE that this Agreement is terminated.

XX. RIGHTS AFTER TERMINATION

20.1 If termination occurs prior to the expiration of the then current term, the CITY shall have the right (unless otherwise specified by the CITY in the Termination Notice), at once and without further notice to the LEAGUE, to enter and to take possession of the Facility and expel, oust, or remove any and all parties who occupy any portion of the Facility covered by this Lease; the CITY may take into its possession any and all goods and property belonging to the LEAGUE which may be in or upon same without liability for prosecution or any claim for damages. Upon termination by the CITY, all rights, powers and privileges of the LEAGUE shall cease, and the LEAGUE shall immediately vacate all space occupied by it under this Lease. LEAGUE shall be permitted to reclaim merchandise and other personal property which it placed upon the Facility and which is not affixed thereto, all in a manner and at a time mutually agreed upon by the parties hereto.

XXI. BREACH

21.1 Without waiving the foregoing, any breach of this Lease by LEAGUE shall entitle the City to all rights, remedies, and privileges allowed by law.

XXII. SURRENDER

22.1 At the expiration or termination by notice of non-renewal of this Lease, LEAGUE shall peaceably deliver possession of the Facility to CITY in as good condition as at the

commencement of the Lease, normal wear and tear excepted.

XXIII. CO-PARTNERSHIP DISCLAIMER

23.1 Nothing in the Agreement is intended or shall be construed to create or establish the relationship of a joint-venture, partnership or co-partners between the parties hereto, or as constituting the LEAGUE as an agent or representative of the CITY for any purpose or in any manner whatsoever.

XXIV. NOTICES

24.1 Any notice to the CITY shall be sufficient if sent by certified mail, postage prepaid, addressed to the City Manager, City of Wolfforth, P.O. Box 36, Wolfforth, TX 79382, or hand delivered and receipted by the City Manager. Any notices to the LEAGUE shall be sufficient if sent by certified mail, postage prepaid, addressed to recipient below, or if emailed to the address provided by the League:

Name

Address

City, State, Zip

XXV. TIME OF ESSENCE

25.1 Time is of the essence and all of the terms and provisions of this agreement shall extend to, be binding upon, and inure to the benefit of the respective parties hereto.

XXVI. NON-DISCRIMINATION

26.1 No person, on the grounds of race, color, sex, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities. However, it is understood by CITY and LEAGUE that the park was developed for residents of the City of Wolfforth. In no event may the LEAGUE implement any program or policy which would or might favor the participation of participants from outside of the City

of Wolfforth or limit the ability of residents of the City of Wolfforth to participate.

XXVII. MISCELLANEOUS

27.1 This Lease and the covenants herein shall be binding upon both parties hereto.

XXVIII. NUISANCE

28.1 No utilization will be made of the Facility that shall create a nuisance.

XXIX. ALCOHOLIC BEVERAGES

29.1 No alcoholic beverages shall be allowed in Patterson Park, of which the Facility is a part. Wolfforth City Ordinance No. 190 will be strictly enforced.

EXECUTED this _____ day of _____, 2024

CITY OF WOLFFORTH

FRENSHIP YOUTH BASEBALL

Charles Addington, II, Mayor

President