

FIELD USE CONTRACT

In consideration of the mutual promises set forth below, this Field Use Contract ("Contract") is entered into on May 4, 2021 2021 ("Effective Date"), by and between the City of Bellmead ("CITY"), with a mailing address of 3015 Bellmead Dr, and the LaVega Little League Baseball and Softball Association ("LVBSA"), with a mailing address of 4417 Harrison Street, Bellmead, Texas 76705.

DEFINITIONS

For the purposes of this Contract, the following terms shall have the meaning set forth herein:

Park Facilities — shall include the baseball/softball fields, concession stand and lighting equipment at Lions Park.

Park Facilities Use Terms shall be the list of expectations and requirements which will govern the use of the Park Facilities contemplated by this Contract.

Recreational Programs — shall be baseball/softball programs that are open to all youth of an area and which are designed to provide recreational opportunities for the young people who desire to participate.

PROVISION OF YOUTH RECREATIONAL OPPORTUNITIES

CITY and LVBSA both desires to create recreational opportunities and support sports programs for the youth in and around the Bellmead area. Whereas the LVBSA desires to increase the availability of sports programs for local young people, CITY and LVBSA enter into this agreement as a collaborative effort designed to enhance Recreational Programs for baseball/softball.

LVBSA agrees to provide baseball/softball Recreational Programs for the Spring and Fall baseball/softball seasons for school age students in and around the Bellmead area. These Recreational Programs shall be advertised and open to all students in the community.

CITY agrees to allow LVBSA to utilize the Park Facilities on a priority basis during the Spring and Fall seasons, as set forth in the schedule attached hereto and incorporated by reference herein as "Exhibit A", hereinafter referred to as Baseball/Softball Seasons.

LVBSA hereby agrees to utilize the Park Facilities in accordance with the terms set forth and specified in "Exhibit B", attached hereto and incorporated by reference herein, which shall be referred to as the Park Facilities Use Terms. Failure to act in accordance with the Park Facilities Use Terms shall be deemed a breach of this Contract.

LVBSA hereby covenants and agrees that the utilization of Park Facilities, provided for under the terms of this Contract, shall be for the benefit of school aged children and shall be strictly limited to Recreational Programs for baseball/softball, comprised of teams developed from an open sign up, where all children who sign-up have the opportunity to participate regardless of skill or ability. Nothing in this Contract shall authorize LVBSA to use the Park Facilities, fields, or related facilities for activities other than the Recreational Program.

It is understood that the CITY has a vested interest in the quality of the programs provided to the youth under this contract; thus, LVBSA agrees to provide one member of the LVBSA Board of Directors to act as a liaison between LVBSA and CITY as needed by the City Manager. In addition, LVBSA agrees to provide annual year-end balance sheets and income statements, as well as related tax returns to the CITY.

USAGE

LVBSA agrees that its usage of the CITY's property shall be conducted only during the agreed upon and approved times for the duration of this Contract. Both parties agree that LVBSA shall not utilize any of the CITY's aforementioned property in an organized manner outside of the days and hours as designated herein. While utilizing the CITY's property, LVBSA shall abide by the following operation schedule unless modified in writing with the approval of the CITY:

Monday	4:00pm — 10:00pm
Tuesday	4:00pm — 10:00pm
Wednesday	4:00pm — 10:00pm
Thursday	4:00pm — 10:00pm
Friday	4:00pm — 11:00pm
Saturday	8:00am — 5:00pm

In addition, LVBSA understands and agrees that its' organization alone shall be the sole authorized user of the Park Facilities throughout the duration of the play season. LVBSA shall not, under any circumstance, authorize other agencies and/or organizations to utilize the fields and/or Park Facilities at any time without the express written approval of the City and his//her designee.

Finally, both the CITY and LVBSA mutually agree to copy, exchange, and maintain copies of all keys for any and all locked doors and/or units, as well as any disc locks that are and/or may be located within the Park Facilities. The initial exchange shall be conducted upon signature of this Contract as well as within five (5) days of either party introducing a new lock anywhere within the fields and/or Park Facility. In addition, both entities also agree that any and all of the aforementioned keys shall not be copied and/or distributed to any person(s) outside of the LVBSA board members or key CITY personnel.

FIELD USE PRICE AND PAYMENT

As a result of this initial Contract and due to the fluctuation in the number of participants, both parties agree that there shall be no usage charges of any kind made by LVBSA, nor received by the CITY, for the duration of the first year, including both Fall and Spring seasons.

Nothing contained in this contract shall require LVBSA to pay for a season if they are unable to put together sufficient numbers of teams to support a competitive season. In the event LVBSA does not believe a season is viable, notice shall be provided to the CITY as soon as possible, to afford the CITY the opportunity to schedule other events.

MAINTENANCE AND REPAIRS

The CITY shall be responsible for all major repairs to the Park Facilities that are a result of normal wear and tear. LVBSA agrees to maintain the Park Facilities in a clean, neat and orderly condition, notifying the CITY in a timely manner of any necessary repairs as the City's work load permits. LVBSA shall, at LVBSA's own expense, perform any maintenance and/or repairs necessitated by LVBSA's use of the Park Facilities, other than those resulting from normal wear and tear. LVBSA shall provide at their cost all marking paint and chalk for City to prepare fields for LVBSA's games.

Task	Association	City	Details/Exceptions
Light bulb replacement (concession stand and bathrooms only) Forfield light bulb replacement, see "Field light maintenance " below.		x	City will determine need and schedule.
Chemical treatments		x	Buildings/fields pest control and weed prevention/control.
Clean concession stand	x		After each use.
Clean restrooms		x	Wednesday and Friday weekly.
Clean scorekeeper building For scoreboard "maintenance. see "Electrical below.	x		LVBSA will keep storage area free of debris and orderly.
Drag/stripe & paint fields	x		Graffiti will be removed by CITY as soon as practical.
Dump trash cans	x	x	LVBSA will empty all overflowing trash cans into the dumpster during league play.

Electrical		x	LVBSA is prohibited from making alterations, repairs, or changes to any electrical fixtures at the complex, except for changing field light bulbs, operating said lights, using plug-ins, and maintaining scoreboard and scoreboard controllers.
Facility renovations & construction		x	Includes all fields, buildings, fixtures, fences, and fence protectors.
Fences & repair	x		LVBSA will be responsible for all minor fencing repairs.
Field light maintenance	x	x	During in season, LVBSA will maintain and replace any and all inoperative bulbs as needed. During the off season, CITY will replace defective bulbs as needed.
Field light usage	x		LVBSA will ensure lights are turned off at end of play. Failure to do so will result in costs paid by LVBSA.
Field mowing	x	x	During the off season, CITY will mow and trim as needed. In season, LVBSA will mow and trim as needed.
Field Maintenance	x		It will be Association's responsibility to bring in dirt to smooth out holes in field.
General building maintenance/repair		x	Due to normal wear.
General cleaning of complex	x	x	LVBSA will be responsible for areas while using facility, including but not limited to dugouts, bleachers, and parking lots. Otherwise, City.
General painting of facilities		x	To be done as needed and during off season.
Irrigation construction & maintenance		x	

Maintenance Building		x	Maintain building for the purpose of security, including but not limited to, ensuring a properly working door and repairs as a result of vandalism, burglary, and/or theft.
Parking		x	Designated parking areas shall be established only by the City, including handicapped parking areas.
Tournament Hosting, Camps/ Clinics, Tryouts			Not authorized under this Contract.

OWNERSHIP

Lions Park, including all associated buildings and structures, are the property of the City of Bellmead, Texas. LVBSA does not have the authority to contract with, allow, or direct any individual or group to perform work in or on City property without the explicit, written consent of the City of Bellmead, Texas.

This Contract shall not create any ownership or other legal interest in LVBSA with regard to the CITY's property, facilities, or accommodations. Conversely, this Contract shall not create any ownership or other legal interest in the CITY with regard to the youth sports programs as offered by the LVBSA or any advertisements, programming, equipment, or clientele of such.

UTILITIES

During the term of this Contract, CITY shall pay for the utilities at the Park Facilities, excluding telephone service.

TERM

This Field Utilization Contract shall commence on the effective date of this agreement and shall continue for one (1) year thereafter. This Contract may be renewed by subsequent agreement in writing of both governing bodies.

LVBSA additionally agrees to abide by any and all schedules or timing representations set forth in "Exhibit A", attached hereto and incorporated by reference herein.

ACCESS AND CONTROL OF PARK FACILITIES

CITY reserves the right to freely access and control the Park Facilities as CITY may deem necessary during the term of this Contract. The CITY hereby agrees that it shall provide the LVBSA with public access to and use of its restroom

facilities nearest to the aforementioned playing fields as designated by CITY. The LVBSA does not have exclusive rights to the park, its facilities, or its parking areas except for the use of the fields at the aforementioned designated times.

Prior to LVBSA undertaking any modifications to or work on the Park Facilities other than what is specified within the above maintenance chart, CITY must authorize in writing the nature and scope of the work, modifications, or improvements.

LVBSA AND CITY COORDINATION

LVBSA and the CITY shall be available for conferences and coordination with each other so that the Recreational Programs and use of the Park Facilities shall occur in a collaborative manner that benefits the citizens of the City of Bellmead.

TERMINATION

The term of this Contract is for one (1) year, beginning on the effective date. However, the CITY may terminate this Contract upon thirty (30) days written notice to LVBSA and opportunity to cure for LVBSA's failure to abide by any provisions outlined and required within this Contract. LVBSA may terminate this agreement upon thirty (30) days written notice to the CITY and opportunity to cure for CITY's material failure to provide access and use of the aforementioned property as provided for within this Contract. Either party may terminate this for any reason by giving at least thirty (30) days written notice to the other party.

INSURANCE

LVBSA shall, at LVBSA'S sole expense, maintain insurance coverage as set forth below:

General Liability Insurance:	
Bodily Injury	\$ 500,000 per person
Bodily Injury	\$ 1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence
Aggregate	\$1,000,000

LVBSA shall not commence activities under the Contract or use the Park Facilities until LVBSA has obtained all the insurance required under this Contract and such insurance has been approved by CITY. As proof of the insurance coverage, LVBSA shall furnish to CITY valid certificates of insurance of the types and limits required herein, prior to commencing activities contemplated by this Contract. The insurance requirements shall remain in effect throughout the term of the Contract.

Concerning insurance to be furnished by LVBSA, it is a condition precedent to acceptability thereof that:

- i. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by LVBSA; and
- ii. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas.
- iii. LVBSA agrees that CITY shall be named as an "additional insured" entity when LVBSA is organizing, holding, and/or conducting events on CITY'S property.

LVBSA agrees to the following:

- iv. LVBSA hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall not have the right to recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- v. Companies issuing the insurance policies and LVBSA shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of LVBSA.

NO THIRD-PARTY BENEFICIARY

No claim as a third-party beneficiary under this Contract by any person, firm, or corporation shall be made or be valid against the CITY, and the CITY shall not be liable for or be held to pay any money to any such person.

SUCCESSORS AND ASSIGNS

LVBSA shall not assign this Contract in whole or part or assign any of its rights or obligations under this Contract without the prior express written consent of the CITY.

Any attempted or purported assignment by LVBSA, without the express written consent of CITY, shall be void and of no force and effect and shall constitute a default under this Contract.

LIABILITY

LVBSA shall be solely and completely responsible for the activities performed as a part of their Recreational Programs conducted at the Park Facilities.

INDEMNIFICATION

LVBSA SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO.

IN ADDITION, LVBSA AGREES TO KEEP, SAVE AND HOLD CITY HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST THE CITY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS CONTRACT FOR ANY NEGLIGENT ACT OR OMISSION OF LVBSA IN THE PERFORMANCE OF THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT, OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF LVBSA OR ITS AGENTS, ASSIGNS OR EMPLOYEES.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY LVBSA THAT SUCH INDEMNITY IS INDEMNITY BY LVBSA TO INDEMNIFY AND PROTECT CITY FROM LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES OR CAUSES OF ACTION CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, OR OMISSION COMMITTED BY LVBSA. CITY AGREES TO GIVE LVBSA PROMPT NOTICE OF ANY CLAIM, CONTROL OF THE DEFENSE OR SETTLEMENT OF THAT CLAIM AND REASONABLE ASSISTANCE AND INFORMATION RELATED TO THE CLAIM.

SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

INDEPENDENT CONTRACTOR

LVBSA covenants and agrees that LVBSA is an independent Contractor and not an officer, agent, servant, or employee of CITY. LVBSA hereby acknowledges that it shall have exclusive control of and shall be liable for the acts and omissions of its officers, agents, and/or employees.

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the CITY and the LVBSA with respect to the use of the Lions Park grounds and facilities.

AMENDMENTS

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed by the CITY and LVBSA.

NOTICES

All notices, communications, invoices, bills and reports required under the Contract shall be personally delivered or mailed to the respective parties by certified mail, return receipt requested, to the addresses shown below, unless and until either party is otherwise notified in writing by the other party of a change in address. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for CITY, to:

Yost Zakhary, City Manager
City of Bellmead
3015 Bellmead Drive
Bellmead, Texas 76705

If intended for the LVBSA, to:

LaVega Little League Baseball and
Softball Association
4417 Harrison Street
Bellmead, Texas 76705

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, intending to be bound thereby.

CITY OF BELLMEAD

LAVEGA LITTLE LEAGUE BASEBALL
AND SOFTBALL ASSOCIATION

By: *Yost Zakhary*
Yost Zakhary, City Manager

By: *Samuel Romero*
Printed Name

Date: *5/4/21*

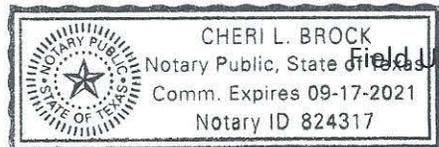
Date: *5-12-21*

THE STATE OF TEXAS
COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day Personally appeared Yost Zakhary, City Manager, known me to be the person and officer whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS *4th* DAY OF *May*, 2021.

Cheri L Brock
Notary Public in and for the State of Texas



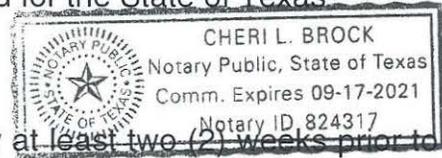
THE STATE OF TEXAS
COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day Personally appeared Samuel Romero known me to be the person and officer of LaVega Little League Baseball and Softball Association whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF May, 2021.

Cheri L Brock
Notary Public in and for the State of Texas

Exhibit "A"



LVBSA will provide a full game schedule to the City ~~at least two (2) weeks prior to the~~ start of their season.

Exhibit "B"

LVBSA will keep entire concession stand clean and free of trash at all times.

LVBSA will keep entire concession stand free of clutter and provide a clear walking and working path for both its volunteers and City workers.

LVBSA will perform trash pick-up around the concession stand area, general baseball field areas (to include bleachers), and dugouts, and dispose of such within the CITY's designated onsite dumpsters. However, the CITY may also request in writing that LVBSA remove all solid waste to an offsite disposal location at any time throughout the duration of this Contract.

LVBSA will promptly return all scoreboard controllers to the back inside portion of the concession stand after each day's use.

LVBSA will bear the sole responsibility for the preservation and maintenance of the scoreboard and scoreboard controllers.

LVBSA will notify the City in a timely manner of any maintenance issues concerning baseball fields, bleachers, concession stand, and lights.

LVBSA will provide any chalk (marking dust) and paint at their cost for labor of the marking of ball fields.

Any LVBSA rain-out games must be rescheduled within the designated times and seasons appointed within this Contract.

LVBSA will educate their coaches, parents, and visitors to only park in designated parking areas within Lions Park.

The CITY will not replace any missing scoreboard controllers, base plugs, pitching rubbers, or bases. LVBSA will be responsible for replacing any and all of these items at their own cost.

Exhibit "C"

The City of Bellmead will allow any other party wishing to reserve ball fields and concession stand to use said fields and concession stand upon completed reservation forms being paid for on any open dates which LVBSA has no games scheduled. Upon reservation, those renting parties must be advised that the rental of the ball fields and concession stand does not allow for the use of any equipment housed within the concession stand as all property within the concession stand is the exclusive property of LVBSA. As such, LVBSA is responsible for all maintenance and repair of their concession equipment, and shall provide the CITY with a detailed inventory list as listed below in Exhibit D of this Contract. However, if there is a CITY-hosted event taking place at Lions Park, the CITY may use LVBSA's concession equipment and shall be responsible for any damage that may occur.

Any ball field and concession stand reservation and deposit money will be returned only due to inclement weather which prevents the fields from being used and upon the discretion of City Staff.

Any ball field and concession stand reservations that are scheduled, paid for through reservation, and then cancelled due to any other reason will be refunded their reservation fee money; however, all deposit money will be forfeited to the CITY.

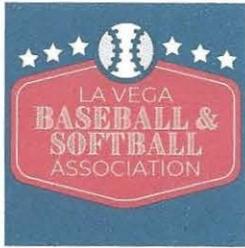
Exhibit "D"

Inventory list of LVBSA items currently stored inside the Concession Stand:

Quantity	Item	Make
1	Food Warmer	Hatco
1	Microwave	
	Refrigerator	Frigidaire
1	Deep Freezer	Frigidaire
2	Coffee Makers	Sunbeam
1	Deep Fryer	Cecilware
4	Crockpots	

1	Wire Storage Shelf	
2	Candy Rack	
1	Ice Cream Freezer	
3	Scoreboard Boxes	
1	Mop Bucket and Mop	
2	Heavy Duty Brooms	
3	Small Brooms	
2	Dolly	
1	Hot Dog Warmer	
1	Heating Lamps	
1	4 Count Food Warmer	
	Popcorn Machine	
	Heater	
2	Box of Field Light Bulbs	
1	Cork Board	
	Box of Fluorescent Lights	
	Gas Grill	Pro-series By Brinkmann
2	5-Gallon Paint	
2	2 Gallon Paint	
1	Speaker	ION
2	Cash Boxes	
1	I-Pad	
1	Square	
	Cash Register Drawer	
1	Lawnmower	

	Field Tractor	
	Weed Eater	
3	Chalkers	
	4-Wheeler	
	Wheel Barrow	
	Lawn Roller	Ohio Steel
	Seeder	Brinly
1	King Cutter	
2	Trays	
4	Deep Fryer Baskets	
	Various Cooking Utensils	
	Condiment Bottles	
1	Hub	Verizon
1	Pencil Sharpener	Royal
	Various Pieces of Baseball Equipment	



La Vega Baseball & Softball Association
(LVBSA)
PO Box 155281
Bellmead, TX 76705

April 5, 2021

Re: Tree Replacement at Lion's Park

Dear Mr. Zakhary,

Per our spoken agreement, in order to replace the trees that were cut down at Lion's Park - the La Vega Baseball and Softball Association (LVBSA) agrees to plant 2 Oak Trees prior to December 2021. In addition to the 2 Oak Trees - the LVBSA will plant 7 Crepe Myrtle trees prior to December 2022. Please feel free to contact me if you have any questions regarding this agreement.

Thanks,

Samuel Romero
LVBSA President

A handwritten signature in black ink, appearing to read "S. Romero". The signature is stylized with large, sweeping loops and a prominent "S" at the beginning.