

LEASE AGREEMENT

**LIBERTY PARK BASEBALL FIELDS
JIM WARREN PARK BASEBALL FIELDS**

This Lease Agreement, ("Agreement"), is entered into on this _____ day of _____, 2016 by and between the City of Franklin, Tennessee, ("City"), and Franklin Baseball Club ("Lessee").

WHEREAS, the City owns, operates, and maintains certain facilities for athletic contests and other public uses, which facilities are generally known as the Jim Warren Park 705 Boyd Mill Ave and Liberty Park 2080 Turning Wheel Lane within the City's corporate limits, ("baseball fields"); and

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use the Jim Warren Park Baseball Fields and Liberty Park Baseball Fields (collectively, "Baseball Fields") for baseball league programs under the direction of the Franklin Baseball Club.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** The City hereby leases to Lessee and Lessee hereby leases from the City, the Baseball Fields located in Jim Warren Park and Liberty Park for the following athletic leagues: Spring League (Sunday-Friday) and Fall League (Monday - Friday, weekdays only).
2. **Term.** The term of this Agreement shall be for seven (7) years from the date indicated above with an optional three (3) year extension, if both parties agree in writing. In no event will the term of this Agreement exceed ten (10) years.
3. **Use of Premises.** Lessee shall have the right to occupy and use the Baseball Fields for the purposes of conducting baseball programs. Lessee shall conduct baseball league as follows:

Spring League: Lessee shall have the right to occupy the Baseball Fields weekdays from Monday - Friday, and Sundays only. Saturdays shall be reserved for make-up games and end of the season tournaments only. Lessee shall notify the City in writing (may include by email if acceptable by the City) of any make-up/tournament (schedule) games played on Saturdays during the Spring Season. The City reserves the right to use the Baseball Fields on Saturdays for private or City-sponsored events during the Spring League Season.

Fall League: Lessee shall have the right to occupy the Baseball Fields weekdays from Monday - Friday only. Saturdays and Sundays shall be reserved for make-up games and end of the season tournaments only. Lessee shall notify the City in writing (may include by email if acceptable by the City) any make-up/tournament (schedule) games played on Saturdays or Sunday's during the Fall Season. The City

reserves the right to use the Baseball Fields on Saturdays and Sundays for private or City-sponsored events during the Fall Season.

The City reserves the right to use all or any part of the Baseball Fields for private or City sponsored events (including week days) by providing Lessee thirty (30) days prior notice during the term of this Agreement.

Lessee shall use and occupy the Baseball Fields in a safe and careful manner and in compliance with all applicable municipal, state, and federal laws, rules, and regulations prescribed by the City Fire and Police Departments and other Governmental authorities as may be in force and effect during the term of this Agreement. Lessee shall not do any act or suffer any act during the term of this Agreement which will in any way deface, alter, or injure any part of the Premises, except normal wear and tear.

Lessee shall only use the Baseball Fields to conduct baseball leagues and season ending baseball tournaments. Lessee shall not conduct additional tournaments or conduct outside special events on the property without permission from the City. The City shall be notified in writing for requests other than baseball league play under the direction of the Lessee. Additional fees may be applied to the Lessee for uses outside the scope of this lease agreement. Additional fees shall be at a rate as agreed upon by the parties.

During its use of the Baseball Fields, Lessee shall **not** allow anyone including Lessee personnel to park vehicles within the Baseball Fields near the existing concessions facility as to leave the area free for emergency access only.

Lessee shall dispose of all trash from fields and dugouts into proper disposal containers prior to leaving the premises post game play. The City shall dispose of all waste materials offsite and empty containers from dugouts and surrounding areas.

4. **Schedules.** The Lessee shall submit, prior to spring and fall baseball league(s) starting, a copy of each leagues play schedule with a proposed light schedule for City Parks Athletic personnel. Changes to schedules for rainouts/make-ups shall be submitted by email to the Franklin Parks Department Parks and Recreation Superintendent within 24-hours or as soon as schedules are developed by the Lessee.

5. **Equipment.** Lessee shall supply all of its own equipment. The City will not be responsible for supplying any equipment, nor for taking any other action, with respect to the construction or repair of the premises other than as provided herein.

6. **Assignment.** This Agreement may not be assigned by either party without the prior written permission of the non-assigning party.

7. **Rent.** Lessee will pay the City of Franklin Parks Department a total sum of Four Thousand Two Hundred Seventy-Seven and 28/100 Dollars (\$4,277.28) as rent for the 2016 season, and such amount shall include all utilities. Rent shall be payable in full on December 1,

2016. Rent for the 2017, 2018, 2019, 2020, 2021 and 2022 seasons shall be paid in the same manner, and shall be increased by 4%, compounded annually, due and payable on December 1, 2017, 2018, 2021, 2020 and 2022 with an optional three (3) year contract extension in 2023, 2024 and 2025. Should the parties agree to such extension, rent shall be increased by 5% compounded annually for these years, due and payable on December 1, 2023, 2024, and 2025. A statistical report pertaining to the leagues held at Jim Warren Park and Liberty Park shall be submitted by the Lessee, no later than the 30th of December each year, to the City of Franklin, of the past spring and fall leagues, in order to provide participant numbers of participants for benchmarking purposes.

8. **Concessions.** The Lessee has permission to use the concession facility located in Phase I, II & III at Jim Warren Park and the concession facility located at Liberty Park. The equipment which the Lessee owns will be the responsibility of Lessee and any repairs to this equipment is the responsibility of FBC. Any installation of equipment requires written consent by City of Franklin Parks Department in conjunction with City of Franklin Building and Neighborhood Services and/or Fire Department. The Lessee will be responsible for maintaining insurance coverage on any and all equipment located/stored in concession facilities. The FBC shall be responsible for cleanliness and overall appearance of the concession area.

It is understood that if the City of Franklin Parks Department sponsors a tournament for baseball or other special event, the Lessee reserves the first right of refusal to sell concessions for that activity, with the proceeds of those concessions awarded to Lessee; however, should Lessee decline to sell concessions, the City reserves the right to sell concessions. In the event the City sells concessions, the City shall use its own equipment and shall receive any proceeds from concession sales.

9. **Vendors.** The Lessee shall prohibit vendors from providing any goods during the Lessee's use of the baseball fields, unless Lessee obtains prior permission from the City.

10. **Repair of Damage.** The City is responsible for field preparation, which shall include proper installation of the infield bases; use of a proper clay mix for the infields which shall be kept free of ruts and other hazards, and maintain proper grading of the outfields which shall include removal of rocks and holes and the elimination of other hazards. Additionally, the City is responsible for construction and repair of the Baseball Fields. Lessee agrees to notify the City of any damages to the Baseball Fields which occur during the term of this Agreement of which the Lessee is aware.

11. **Insurance.** Lessee shall procure and maintain, throughout the term of this Agreement, a policy or policies of insurance, at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection with the use of the baseball fields by Lessee. The limits of such liability policy or policies must be in an amount not less than One Million Dollars (\$1,000,000.00) general liability coverage which shall cover the building against vandalism occurring during use by the Lessee and all equipment and contents. Insurance policy must be submitted annually and must show the City of Franklin as the certificate holder for the duration of the Lease. All insurance policies must be submitted to the Franklin City Parks Department prior to the beginning of the season and will remain on file on an annual basis.

12. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

13. **Termination.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party at the address listed below; such notice shall take effect at the completion of the current season (spring or fall) post season tournament play.

14. **Background Checks.** Lessee shall be responsible for conducting all background checks for any personnel, umpires, or coaches they deem necessary for baseball programming.

15. **Notice.**

ADDRESS:

CITY:

**City of Franklin
P.O. Box 305
Franklin, Tennessee 37065-0305**

**Attn: Lisa R. Clayton, Parks
Director: LisaC@franklintn.gov**

ADDRESS:

LESSEE:

**Franklin Baseball Club
Williamson County Youth Athletic Association
PO BOX 1044
Franklin, Tennessee 37065-1044
President: Donny Nowell
President@fcbbaseball.org**

Either party may, by written notice to the other, change the address to which subsequent notice shall be directed.

16. **Assumption of Liability.** The City shall not be liable to Lessee or Lessee's employees, agents, guests or invitees or to any other person whomsoever, for injury to persons or damage to property on or about the Jim Warren Park or Liberty Park caused by the negligence or misconduct of Lessee, its employee, subtenants, licensees and concessionaires or of any other person entering Jim Warren Park under expressed or implied invitation of Lessee arising out of the use of the Premises by Lessee in the conduct of its business herein or arising out of any breach or default by Lessee in the performance of its obligations hereunder and Lessee hereby

agrees to indemnify the City of Franklin and hold the City of Franklin Harmless from any loss, expense or claims arising out of or caused by burglary, theft, or other illegal acts performed on the premises. Lessee shall submit within a 24-hour period all accident reports to the City of Franklin Parks Department.

17. **Governing Law.** The validity, construction, and effect of this Lease and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.

18. **Venue.** Any action between the parties arising from this agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.

19. **Waiver.** No waiver of any provision of this Lease shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

20. **Severability.** Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.

21. **Accident Report Form.** Lessee agrees it shall submit an Accident Report Form as part of this Lease Agreement. Accident Report Form is to be made available to all affiliated with the Lessee's use of the baseball fields with instructions on its use and purpose, specifically, that any and all accidents are to be reported on this form and submitted to the City of Franklin Parks Department no later than 24 hours of accident.

In witness whereof, the parties agree on the date set forth above.

FRANKLIN BASEBALL CLUB
WILLIAMSON COUNTY YOUTH ATHLETIC ASSOCIATION:

Its:

CITY OF FRANKLIN:

Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

Kristen L. Corn, Assistant City Attorney

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