

**JIM YELLIG PARK SPORTS COMPLEX
TOURNAMENT LICENSE AGREEMENT**

This AGREEMENT made and entered into this ____ day of _____, 2020, by and between the TOWN OF SANTA CLAUS, ("Town") through its PARK AND RECREATION DEPARTMENT (hereinafter "Park and Rec."); and _____, (hereinafter "Organizer"); WITNESSETH:

Park and Rec. agrees to and hereby grants to Organizer a non-exclusive license to the use of _____ (hereinafter "Premises") for the purpose of using said Premises for baseball/softball or other sporting tournaments upon the following terms and conditions:

1. The following information is hereby incorporated into this License Agreement:

ORGANIZATION NAME: _____

CONTACT PERSON: _____

ADDRESS TO INVOICE: _____

FUNCTION: _____

PHONE: HOME: _____ WORK: _____ CELL: _____

DATE(S) OF FUNCTION: _____

TIME: FROM: _____ TO: _____

(hereinafter "License Period")

APPROXIMATE NUMBER OF FIELDS NEEDED: _____

EMAIL: _____

***Requested tournament dates are rented out on a first come, first serve basis.**

2. PAYMENT OPTIONS:

A. A charge of \$100 per field per day, in which case no admission fees shall be collected or charged by the Town.

B. No charges for field use shall be paid by the Tournament Organizer, and the Town shall charge an admission fee for each person other than tournament players, coaches and children under the age of 10 attending the tournament at a rate of \$10.00 per day, or \$15.00 per weekend, and the Town shall pay to the Organizer \$1,000.00 of such admission fees, if the total admission fees received by the Town for the tournament are greater than \$1,500.00. Tournament Organizer will need to submit a current (W-9) with the agreement and insurance in order to be paid the allotted amount.

The security deposit (fully non-refundable) of Three Hundred Dollars (\$300) must be made on the date this Agreement is signed and turned in. In the event all payments required by this Agreement are not made 30 days prior to the start of tournament play, this License Agreement shall have no effect and Park and Rec. has no obligation to prepare or hold the Premises for the date and time indicated above for Organizer, and Organizer shall forfeit its deposit. The deposit (\$300) will be applied to the actual amount due and/or allotted after games are completed and shall be forfeited if Organizer fails to conduct the tournament.

If Park and Recreation cancels this License prior to any games being played due to field conditions, weather or any other reason, Organizer shall receive a refund of its entire deposit.

3. Park and Rec. has the final authority on whether the fields at the Premises are suitable for play and may determine playability based upon weather conditions, field conditions, and/or any other factor that may have an impact on player or spectator safety.

4. Park and Rec. shall be responsible for the following;

- a. Lining each field, no more than 3 times per field per day;
- b. Providing bases and the use of field lights;
- c. Providing the availability of restrooms;
- d. Providing a key for the press box(es) to one (1) designated individual;
- e. Emptying trash barrels up to 3 times as needed.

5. The Organizer shall be responsible for providing and paying for all bats, balls, scorebooks, umpires, scorekeepers and any and all other cost or expenses for the Organizer's tournament. If Organizer desires fields to be re-lined and worked more than 3 times per field per day (championship game included), and desires to have the Town provide such service, Organizer shall notify Park and Rec. at the time of entering into this Agreement concerning the frequency such lining is desired. If Organizer desires Park and Rec. to provide such service, Park and Rec. shall provide such service and Organizer shall pay the Town the amount of \$10.00 per field, per re-lining.

6. Organizer shall designate an individual who shall be responsible for the key to the press box(s) at the Premises during the duration of this License Agreement. The key may not be duplicated. The press box(s) must be locked at any time that it is not in use. The key shall be returned to Park and Rec. at the Community Center no later than the next business day after the last game played.

7. The Santa Claus Town Council has adopted rules and regulations that apply to the Premises, a copy of which Rules is attached hereto and incorporated as a part of this Agreement, which may be altered, at any time and from time to time by Park and Rec. Organizer shall be responsible for ensuring that all Park rules and regulations are followed by players, coaches, and fans at the event. Violation of park rules may be grounds for termination of this Agreement. In the event of termination for this reason, no refunds of the Organizer's deposit will be given, and Organizer shall be liable for the fees required for any games played.

8. Park and Rec. and its staff shall have access to all parts of the Premises at all times during the term of this License Agreement. Organizer shall not have access to the concession stand or the maintenance building at the Premises during the term of this Agreement, unless if Organizer has approval of, and is accompanied by, an employee of Park and Rec.

9. Release. In consideration of this License, Organizer, on behalf of himself, his members, officers, shareholders, partners, and all participants, officials, coaches and

spectators in the Organizer's activities, their heirs, estates, executors and assigns, and any one claiming for, by or through Organizer, unconditionally and irrevocably waives, releases and forever acquits and discharges Town, its Council, Parks and Recreation Department, Director, Board Members, officers, agents, employees, shareholders, representatives, attorneys, executors and all others, from any and all responsibilities, liabilities, claims, suits, demands or other allegations for injury or damages, known or unknown, whether intentional, negligent or otherwise, including any caused by their persons, the Town, any joint or concurring negligence conditions of the Premises, or any other cause. In doing so, Organizer acknowledges and agrees that its use of the Premises under the License is and is for the purpose of conducting a potentially hazardous activity and that it involves the potential of property damage, injury or death, and hereby fully and unconditionally agrees to assume any and all risk associated with such activities. Organizer agrees to and shall or has obtained appropriate releases of liability from any and all participants in the Organizer's activities.

10. Cleaning and Repair. Organizer agrees that in addition to the security deposit, Organizer shall be responsible and shall pay for any and all charges incurred under the schedule for Town services and cleaning or repairs to the Premises required during or following the Organizer's use, together with any and all costs of collection, including attorneys' fees incurred by the Town in any enforcement of this Agreement and Organizer's obligations hereunder.

11. Insurance and Indemnification by Organizer. The Organizer has procured and shall maintain in full force and effect throughout the Organizer's license, general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises, in an amount of not less than One million dollars (\$1,000,000.00) per occurrence, with the insurance company of _____, with and endorsement naming the Town as an additional insured. **A copy of the insurance policy must be submitted for each tournament date and submitted within 10 days after the agreement is signed.**

The Organizer shall protect and save the Town harmless, and keep Town indemnified against and from any penalty or damage or charge imposed for any violation of any law or ordinance affecting the use and occupancy of the Premises, occasioned by the Organizer or anyone holding under the Organizer.

The Organizer further agrees to protect, indemnify and save the Town harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by the Town, arising out of any failure

of the Organizer in any respect to comply with and perform all or any of the requirements and provisions of this Agreement, and against any and all loss, damage, expense, liabilities, demands and causes of action, and reasonable expenses (including attorneys' fees) incidental to the defense thereof by the Town resulting from injury or death of persons or damage to property, including without limitation the person and property of the Organizer, and agents, employees, participants, spectators, officials and any other invitees or permittees, occurring within or about the Premises, or on the real estate upon which the Premises is situated, or on the adjoining sidewalks, streets, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Premises, or any part thereof, pursuant to the license granted in this Agreement.

Organizer shall provide Town with prompt notice of any occurrence of injury or death to any person, or damage to any property, whether of the Premises, Organizer or any third party, or any damage to the Premises, including, without limitation, any breakage in or malfunction of pipes, plumbing fixtures, electrical components or other parts of the Premises, or any leakage, breakage or obstruction of soil pipes.

13. Termination. This Agreement and the license granted herein may be terminated by Park and Rec. at any time, whether due to conditions which prevent the use of the Premises for the contemplated use, or for Organizer's or Organizer's participants or persons entering the Premises for Organizer's violations of the agreements contained herein, or for any other reason at the convenience of Park & Rec. Upon termination of this Agreement, Organizer shall comply with any and all provisions of this Agreement concerning the cleaning and restoration of the Premises. In the event of the revocation or termination of this Agreement and the license, Organizer agrees to immediately vacate the Premises, and that he shall be a trespasser upon the property in the event he fails to vacate and remove any and all of Organizer's personal property from the Premises within two (2) hours following written or oral notice of such revocation of this license. Any and all agreements contained herein concerning Organizer's release and indemnity of the Town shall survive any termination of this Agreement, regardless of cause.

14. Abandonment of Property. Any property belonging to the Organizer which remains in or upon the Premises for a period of longer than five (5) days after the termination of this Agreement (whether by lapse of time or otherwise) shall be deemed abandoned by the Organizer and shall become the property of Park & Rec.

15. Assignment. The Organizer shall not assign this Agreement to any other person or party, and any such attempted assignment of this Agreement or the license shall be void *ab initio*.

16. Miscellaneous. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions of this Agreement. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one Organizer, and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State of Indiana shall govern the validity, performance and enforcement of this Agreement, regardless of the place of execution hereof, and the Spencer (County, Indiana) Circuit Court, Rockport, Indiana, shall be the court of competent jurisdiction and appropriate forum to resolve any matter or dispute concerning this Agreement and the parties' relationship hereunder, regardless of the Organizer's residence presently or following the term of this Agreement in some other county or state. The headings of the several paragraphs contained herein are for convenience only and do not define, limit or construe the contents of any such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

PARK AND REC.

ORGANIZER

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Duly authorized representative of the Santa Claus
Park and Recreation Department.