

## AGREEMENT FOR USE OF DOUGLAS COUNTY 4-H FAIRGROUNDS BASEBALL FACILITIES

This agreement executed this 1st day of December, 2008, by and between the Board of **County** Commissioners of the **County** of Douglas, State of Kansas, hereinafter called the "**County**" the City of Lawrence, Kansas, hereinafter referred to as the "**City**."

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. The **County** will provide to the **City** and/or be responsible for the following:
  - a. Three (3) baseball fields for non-exclusive use by the **City** for its recreational programs.
  - b. Grounds maintenance outside the outfield fences of each diamond as well as mowing of the ball diamond outfields meeting generally accepted standards for safety and playability.
  - c. Maintain all parking and gravel areas surrounding the diamonds.
  - d. Will provide a trash dumpster near the baseball diamonds.
  - e. Furnish bleachers and concession stand (Building #20) for use by the **City**.
  - f. Upon request from the City, furnish basic seasonal repairs to the facility to assure safety and playability standards are met. This may include such things as maintenance of the field lighting and assuring the fences are kept in good repair.
  - g. Indemnify, protect and hold harmless the City for and from any and all claims, demands and liabilities for any loss, damage, injury, or casualty to property and persons caused by County's acts or omissions relating to its use of the premises and compliance with the terms of this Agreement
2. The **City** will provide to the **County** and/or be responsible for the following:
  - a. The **City** will be responsible for scheduling of all recreational activities on the baseball diamonds. The **County** has the right to block use of the facilities for specified times and dates as is deemed necessary for proper operation of the fairgrounds.
  - b. Grounds maintenance inside the fenced area of each diamond to facilitate recreation programs.
  - c. Repair of any damage to County facilities caused by City programs.
  - d. The **City** will provide liter pick-up and emptying of trash barrels associated with the baseball diamonds. Bagged trash will be deposited in the **County** provided dumpster.
  - e. Shall be responsible for the care and maintenance of any City owned equipment stored on site.
  - f. Shall be responsible for all electric bills for the diamonds.
  - g. Cleanliness of the concession stand (Building #20).
  - h. Shall provide concessions operations at the site through a contracted concessions vendor who is managed by the **City**.
  - i. The **City** shall be responsible for the proper parking of vehicles in and around the baseball diamonds. There is to be no parking along the roadways in the 4-H Fairgrounds. There will

be no parking on grassed areas except those which may be designated by the **County** upon request by the **City**.

- j. Indemnify, protect and hold harmless the **County** for and from any and all claims, demands and liabilities for any loss, damage, injury, or casualty to property and persons caused by City's acts or omissions relating to its use of the premises and compliance with the terms of this Agreement.

3. General Provisions of Agreement

- a. Any construction, reconstruction, ditching or tunneling shall be approved by the **County** prior to said operation.
- b. Upon the completion of any approved construction, building or improvements, they will be turned over to the **County** for general public use.
- c. The County may, at its discretion, move, raise, or replace any structure on the 4-H Fairgrounds. The City must be notified of intent to move, raise or replace any part of the baseball facilities or the concession stand at least ninety (90) days prior to said operation.
- d. This contract may be terminated by either party with ninety (90) days advance written notice being sent by certified mail, return receipt requested.

City of Lawrence, Kansas

By: \_\_\_\_\_  
David Corliss, City Manager

BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, KANSAS

By: \_\_\_\_\_

Attest:

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