

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of February, 2026 between the Danville Parks and Recreation Department, a division of the Town of Danville, (the “Park”) and the Pee Wee Baseball League, (the “Youth Organization”).

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as Ellis Park/North Park, a portion of which is more fully described in exhibit 1, (the “Facilities”); and Youth Organization has inspected the Facilities and sees them as suitable for the Activities.

The Youth Organization desires to utilize the Facilities solely for the purposes set forth in (the “Activities”).

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. Term. The term of this Agreement shall be commencing on the day of execution of this Agreement and terminating at the end of December 31, 2026 or such earlier date as this Agreement is terminated in accordance with its terms.

2. Use of Property. The Park hereby agrees to permit the Youth Organization to utilize the Facilities for the sole purpose of conducting (the “Activities”) subject to the following terms and conditions.

- a. Use of the Facilities will be in accordance with all laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations determined by the Park, which now exists or may be added in the future.
- b. The Youth Organization will provide and administer adequate personnel to supervise all Activities, which take place at the Park, which are under the control of the Youth Organization.

3. A schedule of dates made available by the Park for the use of the Facilities will be coordinated and agreed upon in exhibit 2 by the Youth Organization and Park so as to avoid conflict between Park and Youth Organization use. It is expected that scheduling will be done at the beginning of each year.

4. Fees and Charges. Youth Organization will pay the Park a fee of \$500.00, per season for use of the Facility. The Youth Organization will be responsible for and will pay its own water meter and bill and indemnifies the Park against. The Park may request, and the Youth Organization will provide any requested financial documentation within (7) seven days from the request. Water account opening and closing will be the responsibility of the Youth Organization. Youth Organization will contact the Park within 48hrs of opening and closing the account. Failure to pay any fees associated with this contract will constitute a breach of contract and be considered cause for immediate termination.

5. Dates and Times agreed upon.

See exhibit 2 for details.

6. Indemnification and Insurance. The Youth Organization agrees that it will indemnify and hold harmless the Park from any and all liability, claims, damages, expenses (including attorney’s fees), proceedings and causes of action of every kind and nature, arising out of or connected with the use, occupation, management or control of the Facilities, including roads and parking. The Youth Organization agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the Park in connection with the use of said Facilities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the Park in any such action or proceeding. **The Youth Organization will provide the Park a copy of the insurance policy with**

**“Danville Parks & Recreation”, “Danville Park Board”, “Town of Danville” and “Danville Town Council”
named as additional insured.**

The Youth Organization further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the Park, policies of insurance generally known as comprehensive general liability policies by companies acceptable to the Park, and with deductibles and limits of coverage acceptable by the Parks, insuring the Youth Organization against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management or control of the Facilities (including any improvements thereon). Current Park policies are insurance shall insure the Youth Organization in the amount of not less than \$2,000,000 per occurrence to cover any and all liability claims arising out of or in connection with this AGREEMENT, and property damage liability insurance in the amount of no less than \$300,000 per occurrence or the stated value of the property utilized, and shall name the **“Danville Parks & Recreation”, “Danville Park Board”, “Town of Danville” and “Danville Town Council”** as additional insured. The Park shall be entitled to thirty (30) day notice of any changes or cancellation of insurance. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition on or about the Facilities.

All personal property housed or placed at the Park shall be at the risk of the Youth Organization and the Park shall not be liable for any loss or damage to the Youth Organization’s personal property regardless of the reason for the damage or loss. The Youth Organization agrees and understands that the Park does not and shall not carry liability, theft, or fire insurance on said property to cover the Youth Organization’s interest therein.

A certificate of such insurance policies shall be filed with the Parks and Recreation Department, 49 North Wayne St, Danville, Indiana 46122, within ten (10) days of the date of execution of this Agreement and provided annually with each contract.

7. Special Provisions.

Town to Provide:

- a. General repairs and maintenance to Park built Facilities as determined by the Park.
- b. General grass cutting and weed eating at the Facility.

Youth Organization to Provide:

- a. Put out foldable trash holders and trash bags before every field use.
- b. Remove all trash bags and dispose of in designated dumpster on the same day.
- c. Report any repairs requested to Park.
- d. If requested by the Park, supply the department with copies of all team rosters of those players using Park Facilities and league schedules, as well as any information which is distributed from Park property within 7 days of the request.
- e. Adminstrate and manage all aspects of Youth Organization (including handling any disputes within the Youth Organization).
- f. Will obtain background checks, including but not limited to providing necessary releases, obtaining signatures, maintaining confidentiality, maintaining records, and making decisions regarding suitability to participate for all volunteers and players within 7 days of request.
- g. Administer and maintain appropriate levels of control over age-appropriate safety standards and equipment.
- h. Request permission from Park before posting any signage or sponsorship banners on park property.

8. Termination Procedure. Termination of this Agreement by the Park shall be by written notice directed to the Youth Organization. The Park shall have the right to terminate this Agreement, with cause effective on the date the date of notice, with or without cause, upon 30 days written notice to the Youth Organization. The Youth Organization shall reimburse the Park for any expense incurred by the Park in conjunction with any removal or storage of property.

Upon termination by the Park, all rights, powers, privileges and authority granted to the Youth Organization under this Agreement shall immediately cease and the Youth Organization shall vacate the Facility immediately.

9. No Partnership. Nothing contained herein shall make or be deemed to make the Town and the Park and the Youth Organization a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture between any of the parties to the Agreement, or between any of the parties referred to in the Agreement.

By signing below the Youth Organization understands and agrees to all terms of this Agreement.

Youth Organization: _____ Date: _____

President

By signing below the Park accepts the terms of this Agreement

Park: _____ Date: _____

Park Director or Park Board President

Exhibit 1: Represents Facilities-Fields 1, 2, & 3



Exhibit 2: Dates & Times

- a. Fields 1, 2, 3 & 4 will Not be available on Saturday, April 4th, 2026, from 8am to 1pm, due to Park program.
- b. April – July Evenings and weekends. Field 1 and Field 2 in Ellis Park
- c. Field 3 (aka Sam Thompson Field) Usage as follows.
 - Monday: 5:30pm-8pm
 - Tuesday: 5:30pm -8pm
 - Wednesday: 5:30pm -8pm
 - Thursday: Not Available
 - Friday: Not Available
 - Saturday: 8:30am-1pm
 - Sunday: Not Available