

PARK BOARD AGENDA

Wednesday, January 17, 2023 @ 5:30pm in Danville Town Hall

- I. Call Meeting to order
- II. Pledge of Allegiance
- III. Determination of Quorum
- IV. Elections
 - 1. President
 - 2. Vice President
 - 3. Secretary
- V. Consideration of Minutes
- VI. New Business
 - 1. League Contracts
 - 2. Waiver
 - 3. Winterland
 - 4. Access Control(DAC/GFAC/Facilities)
 - 5. BH and Marketing Assistant hiring.
- VII. Old Business
 - 1. Rec Update Ping Pong, Euchre, Fantasy Football, Bingo, Galantines Day
 - 2. Football Tower Finished Electrical, Field Goals, Scoreboards and AV.
 - 3.GFAC Update Confirming rates, Re Requesting Funds, Painting is on hold.
 - 4. DAC Update Prep HVAC, Conference, Entry Move, Locker Room Remodel
- VIII. Financials YTD
- IX. Motion to adjourn

Attachments – Minutes, Financials

Danville Park & Recreation Board

2024 Elections

All board meetings will be held in the Town Council room at 49 North Wayne Street, Danville, IN unless otherwise noted. Elections are held on an annual basis and voted on by Park Board Members. Park Board Members are appointed by the Town Council.

	Town Council Appointed	President
	Town Council Appointed	Vice President
	Town Council Appointed	Secretary
	Town Council Appointed	Member
	Town Council Appointed	Member
	See January 2024 minutes for voting nu Park Board Approval Signatures	
4		Date
1.		Date
2.		Date
3.		Date
4.		Date
5.		Date



Park Board Meeting Minutes Wednesday 12/6/23

Attendance

Park Board Members Present: David Glover, Tim McRoberts, Peter Trybula, Bill Sutton,

Staff Present: Will Lacey, Eric Lobosky, Madison Henderson,

Town Council Liaison:

Park Board Members & Staff Absent: Jim Pearcy

Public: None

Open Meeting

Bill Sutton called the Park Board meeting to order at 6:00pm.

Pledge of Allegiance

Determination of Quorum

A quorum is present.

Consideration of Minutes

A motion to accept the October 25, 2023, Park Board Meeting Minutes by David Glover, 2nd by Tim McRoberts. Motion passes 4-0.

New Business

- 1. Winterland- Will Lacey stated that Winterland is up and running. Will Lacey noted that they met with the Chamber and agreed to review the contract and update as needed. Will Lacey stated that the Park acquired additional light displays, formally known as "Log Run" and will be incorporating it into Winterland in the future years to come.
- 2. GFAC & DAC Rates-Will Lacey stated that after reviewing the rates for the DAC & GFAC, the consensus is to increase the daily rates so that we can reinvest that money back into our facilities. A motion to accept the daily rate increase to \$10.00 per person at the DAC by David Glover, 2nd by Peter Trybula. Motion passes 4-0. A motion to accept the daily rate suggested increase at the GFAC by Peter Trybula, 2nd by David Glover. Motion passes 4-0.
- 3. Blanton House Coordinator-Will Lacey stated that Bill Franklin will be retiring as the Blanton House Coordinator for the last 7 years. The staff would like to say thank you to Bill for his service with the Parks Department.
- 4. Bond Approved-Will Lacey noted that the bond money did get approved for a new mower and skid steer during 2024.
- 5. Train Station Update-Will Lacey stated that the Train Station will be getting a facelift with some new paint and minor repairs during the first of the year.

- 6. GFAC Remodel-Will Lacey noted that we are working on getting estimates to update the bathhouse at the pool.
- 7. Locker Rooms-Will Lacey stated that the locker room is getting a pre-design through the state and but won't be completed until the end of summer in 2024.
- 8. 2024 Park Board Meeting Dates- Will Lacey requested a change to the Park Board Meeting date and time. A motion to accept the change to the Park Board Meetings to the third Wednesday of each month at 5:30pm by Tim McRoberts, 2nd by Peter Trybula. Motion passes 4-0.

Old Business

- 1. Rec Update-Upcoming programs include Bingo, Winterland, Wreath Class. Also working on scheduling concerts for the upcoming year.
- 2. Football Tower- Grass filling in and Electric and Plumbing are being installed.
- 3. GFAC Update- Prepping the website for the first of the year.
- 4. DAC Update- Prep HVAC, Conference room and Entry move.

Reports

A. YTD Financial Report- Profit & Loss statements have been reviewed by Park Board with no questions. Will Lacey introduced Carrie Lofton as the new clerk treasurer.

Public Comment:

None

Adjournment

A motion was placed on the floor for adjournment by David Glover, 2nd by Tim McRoberts. Motion passes 4-0.

After no further business, meeting was adjourned at 6:43pm

The next board meeting will be 5:30pm on Wednesday, January 17th, 2024, located at 49 N. Wayne St., Danville, IN 46122

TITLE	NAME	SIGNATURE	DATE

THIS AGREEMENT, made this <u>15th</u> day of <u>January</u>, <u>2024</u> between the Danville Parks and Recreation Department, a division of the Town of Danville, herein referred to as "Park" and <u>Hammer Martial Arts</u>, hereinafter referred to as "Youth Organization".

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as <u>Danville Parks and Recreation Department</u>, hereinafter referred to as "Park"; and

The Youth Organization desires to utilize certain facilities hereby defined as <u>Town Hall Classroom #201</u> for the purposes hereinafter set forth.

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

- 1. <u>Term.</u> The initial term of this Agreement shall be commencing on the day of execution of this agreement and revolving until a new contract is organized.
- 2. <u>Use of Property</u>. The Town hereby agrees to permit the Youth Organization to utilize all aforementioned facilities for the purpose of providing <u>Martial Art Instructions</u> subject to the following terms and conditions.
 - a. Use of the facilities will be in accordance with all applicable laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations which now exists or may be added in the future by the Park.
 - b. The Youth Organization will provide and administer adequate personnel to supervise all activities, which take place at the Parks, which are under the control of the Youth Organization.
- 3. A schedule of dates for the use of the facilities will be coordinated and agreed upon in advance by the Youth Organization and Parks Staff so as to avoid conflict between Park and Youth Organization use. Scheduling will be done annually in December for the coming year.
- 4. <u>Fees and Charges</u>. Youth Organization will pay the Town a fee of <u>ten percent of each participant registered</u>, per session for use of the facility. 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.

Evenings for one hour on Monday, Tuesday, Wednesday, Thursday, and Saturday mornings on a set schedule throughout the year.

6. <u>Indemnification and Insurance</u>. 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. 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 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, 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 and any improvements thereon. Said policies of insurance shall insure the Youth Organization in the amount of not less than \$1,000,000 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 \$100,000 per occurrence or the stated value of the property utilized, and shall name the Town of Danville and the Danville Park and Recreation Board as additionally insured. The Park shall be entitled to thirty (30) days notice of any changes or cancellation in said policies. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition existing 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 each November.

7. Special Provisions.

Town to Provide:

- a. Repairs and maintenance of facilities.
- b. Provide restrooms during normal use.
- c. Provide overhead lighting and electrical system in good working condition.

- a. Pick up each day litter left after play.
- b. Sweep floors after use.
- c. Report any repairs deemed necessary to the Parks and Recreation Director using the facility.
- d. Supply the department with copies of all team rosters of those players using Town facilities and league schedules, as well as any information which is distributed from Town property.
- e. Administrate and manage all aspects of youth organization (including handling any disputes within the Youth Organization).
- f. Administer and maintain appropriate levels of control over league 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. Follow all guidelines set forth by the Park Board on background checks.
- 8. <u>Termination Procedure</u>. 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 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 premises immediately.

9. No Partnership. Nothing contained herein shall make or be deemed to make 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:	
	Owner of Hammer Martial Arts
By signing below the I	Park accepts the terms of this agreement.
Town of Danville:	
	Park

THIS AGREEMENT, made this <u>15th</u> day of <u>January</u>, <u>2024</u> between the Danville Parks and Recreation Department, a division of the Town of Danville, herein referred to as "Park" and the <u>Danville Junior Basketball</u> <u>League</u>, hereinafter referred to as "Youth Organization".

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as <u>Danville Parks and Recreation Department</u>, hereinafter referred to as "Park"; and

The Youth Organization desires to utilize certain facilities hereby defined as <u>Bosstick Gym</u> for the purposes hereinafter set forth.

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

- 1. <u>Term.</u> The initial term of this Agreement shall commence on the day of execution of this agreement and terminating at the end of April 1st 2025.
- 2. <u>Use of Property</u>. The Park hereby agrees to permit the Youth Organization to utilize all aforementioned facilities for the purpose of providing <u>Youth Basketball Instruction and Games</u> subject to the following terms and conditions.
 - a. Use of the facilities will be in accordance with all applicable laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations which now exists or may be added in the future by the Park.
 - b. The Youth Organization will provide and administer adequate personnel to supervise all activities, which take place at the Parks, which are under the control of the Youth Organization.
- 3. A schedule of dates for the use of the facilities will be coordinated and agreed upon in advance by the Youth Organization and Park Staff to avoid conflict between Park and Youth Organization use. Scheduling should be completed annually in the first quarter of the coming year.
- 4. <u>Fees and Charges</u>. Youth Organization will pay the Park a fee of \$750.00, per season for use of the facility. The Youth Organization will be responsible for its own water meter and bill (if applicable). The Park reserves the right to request and receive all financial documentation within (7) seven days from the request. Opening and closing of water usage will need to be coordinated through contacting the Water Department. Failure to pay any fees associated with this contract will constitute a breach of contract and considered cause for immediate termination.
 - 5. Mutually Agreed Upon Facility Use.

Date Range

November 1, 2024 – April 1, 2025

Time & Location.

<u>Bosstick Gym Half Court</u> (West) = Mondays, Wednesdays and Thursdays – 6pm and vacate prior to 9pm.

<u>Bosstick Gym Full Court</u> (East & West) = Saturdays – 8am and vacate prior to 1pm.

Please inform Park staff of any cancellations.

Holidays

Facilities will not be available (Election Day, Veterans Day, Thanksgiving Day, The Day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Martin Luther King's Day, President Day)

6. <u>Indemnification and Insurance</u>. 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. 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 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, 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 and any improvements thereon. Said policies of insurance shall insure the Youth Organization in the amount of not less than \$1,000,000 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 \$100,000 per occurrence or the stated value of the property utilized, and shall name the Town of Danville and the Danville Park and Recreation Board as additionally insured. The Park shall be entitled to thirty (30) days notice of any changes or cancellation in said policies. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition existing 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 of facilities and grounds to Town owned features as needed.
- b. Provide restrooms during normal use.
- c. General grass cutting and weed eating on fields.

- a. Pick up trash left in bleachers after every practice and/or game.
- b. Report any repairs deemed necessary to the Park Staff using the facility.
- c. If needed 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.
- d. Administrate and manage all aspects of Youth Organization (including handling any disputes within the Youth Organization).
- e. Administer and maintain appropriate levels of control over league 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. Follow all guidelines set forth by the Park Board on background checks.

- f. Administer and maintain appropriate levels of control over age-appropriate safety standards and equipment.
- g. Request permission from Park Staff before posting any signage or sponsorship banners on park property.
- 8. <u>Termination Procedure</u>. 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 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 premises immediately.

9. No Partnership. Nothing contained herein shall make or be deemed to make the Town 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.

outh Organization:
President
by signing below the Park accepts the terms of this agreement
ark:

THIS AGREEMENT, made this <u>15th</u> day of <u>January</u>, <u>2024</u> between the Danville Parks and Recreation Department, a division of the Town of Danville, herein referred to as "Park" and the <u>Danville Jr. Football League</u>, hereinafter referred to as "Youth Organization".

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as Danville Parks and Recreation Department, hereinafter referred to as "Park"; and

The Youth Organization desires to utilize certain facilities hereby defined as Ellis Park/North Park/Eakin Park for the purposes hereinafter set forth.

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

- 1. <u>Term.</u> The initial term of this Agreement shall be commencing on the day of execution of this agreement and terminating at the end of 2024.
- 2. <u>Use of Property</u>. The Park hereby agrees to permit the Youth Organization to utilize all aforementioned facilities for the purpose of providing <u>Youth Football Instruction and Games</u> subject to the following terms and conditions.
 - a. Use of the facilities will be in accordance with all applicable laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations which now exists or may be added in the future by the Park.
 - b. The Youth Organization will provide and administer adequate personnel to supervise all activities, which take place at the Parks, which are under the control of the Youth Organization.
- 3. A schedule of dates for the use of the facilities will be coordinated and agreed upon in advance by the Youth Organization and Park Staff so as to avoid conflict between Park and Youth Organization use. Scheduling will be done annually in December for the coming year.
- 4. <u>Fees and Charges</u>. 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 its own water meter and bill. The Park reserves the right to request and receive all financial documentation within (7) seven days from the request. Opening and closing of water usage will need to be coordinated through contacting the Park. 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.
 - July October Evenings during the week and Saturdays throughout the day.
- 6. <u>Indemnification and Insurance</u>. 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. 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 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, 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 and any improvements thereon. Said policies of insurance shall insure the Youth Organization in the amount of not less than \$1,000,000 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 \$100,000 per occurrence or the stated value of the property utilized, and shall name the Town of Danville and the Danville Park and Recreation Board as additionally insured. The Park shall be entitled to thirty (30) days notice of any changes or cancellation in said policies. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition existing 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 of facilities and grounds to Town owned features as needed.
- b. Provide restrooms during normal use.
- c. General grass cutting and weed eating on fields.

- a. Put out foldable trash holders and trash bags before every field use.
- b. Remove all trash bags and dispose of in Parks Trash Bins located at GFAC Pump House or Maintenance Shop after every field use.
- c. Report any repairs deemed necessary to the Park Staff using the facility.
- d. If needed 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.
- e. Administrate and manage all aspects of Youth Organization (including handling any disputes within the Youth Organization).
- f. Administer and maintain appropriate levels of control over league 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. Follow all guidelines set forth by the Park Board on background checks.
- g. Administer and maintain appropriate levels of control over age-appropriate safety standards and equipment.
- h. Request permission from Park Staff before posting any signage or sponsorship banners on park property.
- 8. <u>Termination Procedure</u>. 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 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 premises immediately.

9. No Partnership. Nothing contained herein shall make or be deemed to make the Town 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:
President
By signing below the Park accepts the terms of this agreement

Park: _____

THIS AGREEMENT, made this <u>15th</u> day of <u>January</u>, <u>2024</u> between the Danville Parks and Recreation Department, a division of the Town of Danville, herein referred to as "Park" and the <u>Danville Little League Baseball</u>, hereinafter referred to as "Youth Organization".

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as <u>Danville Parks and Recreation Department</u>, hereinafter referred to as "Park"; and

The Youth Organization desires to utilize certain facilities hereby defined as <u>Ellis Park/North Park</u> for the purposes hereinafter set forth.

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

- 1. <u>Term.</u> The initial term of this Agreement shall be commencing on the day of execution of this agreement and terminating at the end of 2024.
- 2. <u>Use of Property.</u> The Park hereby agrees to permit the Youth Organization to utilize all aforementioned facilities for the purpose of providing <u>Youth Baseball Instruction and Games</u> subject to the following terms and conditions.
 - a. Use of the facilities will be in accordance with all applicable laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations which now exists or may be added in the future by the Park.
 - b. The Youth Organization will provide and administer adequate personnel to supervise all activities, which take place at the Parks, which are under the control of the Youth Organization.
- 3. <u>Fees and Charges</u>. 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 its own water meter and bill. The Park reserves the right to request and receive all financial documentation within (7) seven days from the request. Opening and closing of water usage will need to be coordinated through contacting the Park. Failure to pay any fees associated with this contract will constitute a breach of contract and be considered cause for immediate termination.
- 4. <u>Dates and Times</u>. A schedule of dates for the use of the facilities will be coordinated and agreed upon in advance by the Youth Organization and Park Staff so as to avoid conflict between Park and Youth Organization use. Scheduling will be done annually in December for the coming year.
 - Field 3 will Not be available on Saturday, March 30th, 2024 from 8am to 1pm, due to a Park program.
 - b. March July and August October Evenings and weekends. Field 4 (aka Barnett Field), Field 3 (aka Sam Thompson Field), and Field 5 in North Park
 - c. Field 3 (aka Sam Thompson Field) Usage as follows;

Monday after 8pm

Tuesday after 8pm

Wednesday after 8pm

Thursday Open

Friday Open

Saturday after 1pm

Sunday Open

5. <u>Indemnification and Insurance</u>. 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. 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 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, 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 and any improvements thereon. Said policies of insurance shall insure the Youth Organization in the amount of not less than \$1,000,000 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 \$100,000 per occurrence or the stated value of the property utilized and shall name the Town of Danville and the Danville Park and Recreation Board as additionally insured. The Park shall be entitled to thirty (30) days notice of any changes or cancellation in said policies. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition existing 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.

6. Special Provisions.

<u>Town to Provide</u>:

- a. General repairs and maintenance of facilities and grounds to Town owned features as needed.
- b. Provide restrooms during normal use.
- c. General grass cutting and weed eating on fields.

- a. Put out foldable trash holders and trash bags before every field use.
- b. Clean out dugouts.
- c. Remove all trash bags and dispose of in Parks Trash Bins located at GFAC Pump House or Maintenance Shop after every field use.
- d. Report any repairs deemed necessary to the Park Staff using the facility.
- e. If needed 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.
- f. Administrate and manage all aspects of Youth Organization (including handling any disputes within the Youth Organization).

- g. Administer and maintain appropriate levels of control over league 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. Follow all guidelines set forth by the Park Board on background checks.
- h. Administer and maintain appropriate levels of control over age-appropriate safety standards and equipment.
- i. Request permission from Park Staff before posting any signage or sponsorship banners on park property and take down all signage or sponsorship banners at the end of the season.
- 7. <u>Termination Procedure</u>. 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 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 premises immediately.

8. <u>No Partnership</u>. Nothing contained herein shall make or be deemed to make the Town 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:		
	President	
By signing below the Pa	ark accepts the terms of this agreement	
Park:		

THIS AGREEMENT, made this <u>15th</u> day of <u>January</u>, <u>2024</u> between the Danville Parks and Recreation Department, a division of the Town of Danville, herein referred to as "Park" and the <u>Pee Wee Baseball League</u>, hereinafter referred to as "Youth Organization".

WHEREAS, the Park is the owner, of certain real property located in Danville, Indiana, commonly known as <u>Danville Parks</u> and <u>Recreation Department</u>, hereinafter referred to as "Park"; and

The Youth Organization desires to utilize certain facilities hereby defined as <u>Ellis Park/North Park</u> for the purposes hereinafter set forth.

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

- 1. <u>Term.</u> The initial term of this Agreement shall be commencing on the day of execution of this agreement and terminating at the end of 2024.
- 2. <u>Use of Property.</u> The Park hereby agrees to permit the Youth Organization to utilize all aforementioned facilities for the purpose of providing <u>Youth Baseball Instruction and Games</u> subject to the following terms and conditions.
 - a. Use of the facilities will be in accordance with all applicable laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations which now exists or may be added in the future by the Park.
 - b. The Youth Organization will provide and administer adequate personnel to supervise all activities, which take place at the Parks, which are under the control of the Youth Organization.
- 3. A schedule of dates for the use of the facilities will be coordinated and agreed upon in advance by the Youth Organization and Park Staff so as to avoid conflict between Park and Youth Organization use. Scheduling will be done annually in December for the coming year.
- 4. <u>Fees and Charges</u>. 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 its own water meter and bill. The Park reserves the right to request and receive all financial documentation within (7) seven days from the request. Opening and closing of water usage will need to be coordinated through contacting the Park. 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.
 - a. Field 1 and Field 3 will Not be available on Saturday, March 30th, 2024, 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

6. <u>Indemnification and Insurance</u>. 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. 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 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, 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 and any improvements thereon. Said policies of insurance shall insure the Youth Organization in the amount of not less than \$1,000,000 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 \$100,000 per occurrence or the stated value of the property utilized, and shall name the Town of Danville and the Danville Park and Recreation Board as additionally insured. The Park shall be entitled to thirty (30) days notice of any changes or cancellation in said policies. The Youth Organization shall notify the Park immediately in writing of any potentially hazardous condition existing 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 of facilities and grounds to Town owned features as needed.
- b. Provide restrooms during normal use.
- c. General grass cutting and weed eating on fields.

- a. Put out foldable trash holders and trash bags before every field use.
- b. Clean out dugouts.
- c. Remove all trash bags and dispose of them in Parks Trash Bins located at GFAC Pump House or Maintenance Shop after every field use.
- d. Report any repairs deemed necessary to the Park Staff using the facility.
- e. If needed 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.

- f. Administrate and manage all aspects of Youth Organization (including handling any disputes within the Youth Organization).
- g. Administer and maintain appropriate levels of control over league 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. Follow all guidelines set forth by the Park Board on background checks.
- h. Administer and maintain appropriate levels of control over age-appropriate safety standards and equipment.
- Request permission from Park Staff before posting any signage or sponsorship banners in the Park and take down all signage or sponsorship banners at the end of the season.
- 8. <u>Termination Procedure</u>. 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 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 premises immediately.

9. No Partnership. Nothing contained herein shall make or be deemed to make the Town 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.

Youth Organization: _			
	President		

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

Park:

By signing below the Park accepts the terms of this agreement

Danville Parks and Recreation Department Waiver and Release of Liability

In consideration of being allowed to participate <u>in and/or use</u>, in any <u>mannerway</u>, <u>thein</u> Danville Parks and Recreation Department's ("Department") facilities, programs, related events, and activities (the "Activities"), the undersigned acknowledges, appreciates, and agrees that:

- 1. The Activities are potentially dangerous and involve the risk of physical or psychological injury (including but not limited to pain, suffering, temporary or permanent disability, or death) or property damage, and I acknowledge that any such injuries or damage I sustain may result from the actions, omissions, or negligence of the Department. from the activities involved in programs is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
- 2. Notwithstanding the risks, I acknowledge that I am knowingly and freely participating in the Activities with the express understanding of the danger involved and hereby agree to accept and assume any and all such risks of injury and/or property damage arising from my participation in the Activities, both known and unknown, even if arising from the ordinary negligence of the Department RELEASEES or any other related person or entity, others and I assume full responsibility for my participation in the Activities.
- 3. I willingly agree to comply with <u>anythe</u> stated <u>orand</u> customary terms, <u>and</u> conditions, <u>rules</u>, <u>and</u> regulations for participation in the Activities</u>. If, however, I observe any unusual significant hazard during my <u>presence or participation in the Activities</u>, I will remove myself from participation and bring such <u>hazard</u> to the attention of the nearest <u>Department</u> official immediately.
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby expressly waive and release any and all claims, whether now known or hereafter known, against and hold harmless the Danville Parks and Recreation Department, Danville Park Board, and the Town of Danville, and their officers, officials, agents, and or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the eventActivities (collectively, "RELEASEES"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising out of my participation in the Activities, whether resulting from the ordinary negligence of the RELEASEES or otherwise, to the fullest extent permitted by law.
- 5. I agree to allow <u>any photographs or videos taken</u> of myself or my child(ren) <u>taken</u> during <u>program my participation in the Aactivities to be used for <u>Danville Parks and Recreation the</u> Department's promotional purposes.</u>

I have read this release of liability and assumption of risk agreement, <u>L</u> fully understanding its terms, <u>L</u>
understand that I have given am giving up substantial rights by signing it, and Lsign it freely and voluntarily
without any inducement.

Member Signature	Print Name	Date

Youth Participation Agreement Parent or Guardian Waiver and Release for Youth of Liability

This is to certify that I, as <a href="tel:the-parent_or-parent-or

Parent Signature	Print Name	Date
Youth Name		