

**AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the  
WARREN COUNTY YOUTH BASEBALL/SOFTBALL ASSOCIATION, hereinafter referred  
to as the “W.C.Y.B.S.A”

AND

The WARREN COUNTY SCHOOL DISTRICT, hereinafter referred to as the “District.”

**WHEREAS**, there is located upon the property owned by the W.C.Y.B.S.A. a certain ball field suitable for the playing of softball known as the North Warren 60 (WN60); and

**WHEREAS**, the W.C.Y.B.S.A. wishes to offer in writing the terms under which the District may utilize said field for the purposes outlined hereinafter.

**NOW THEREFORE**, it is hereby agreed by and between the parties hereto as follows:

1. W.C.Y.B.S.A. agrees to allow the District, and specifically the Warren Girls Softball Program (WGS), to have first priority during their season (e.g. the start date established by the PIAA through completion of their season, including any playoff games) to utilize the agreed upon field currently known as North Warren 60 (WN60) and any associated restrooms, scoreboards, bleachers, lights, parking areas, concession stands, and batting cages for scheduled games, scrimmages, and practices.
2. All rights, interests and control will remain with W.C.Y.B.S.A. Specifically, any improvements shall be approved by the W.C.Y.B.S.A. prior to the start of any work or changes and pursuant to the terms of the succeeding paragraph. Once completed, the District shall have no ownership interest in said improvements. Key items to start the project include skinning the field and adding playing dirt, batting cages and dugouts; future items to be considered are electrical and water service (extending from Legion field), scoreboard and storage/concession stand. The District shall not be responsible for performing any work, maintenance, or improvements or for paying the cost associated with any work, maintenance, or improvements.
3. The W.C.Y.B.S.A. shall require applicable booster groups, within 90 days of the completion of the season, to submit a progress report to the W.C.Y.B.S.A. Board of Directors that outlines the status of all maintenance and/or improvement projects being performed by the booster group. The W.C.Y.B.S.A. shall also advise all applicable booster groups that any planned improvements or projects to be completed by a booster group must be brought to the W.C.Y.B.S.A Board of Directors and approved by the W.C.Y.B.S.A Board of Directors at least

30 days prior to the commencement of any work. Ownership of any improvements, as between the W.C.Y.B.S.A and any booster group, shall be determined as mutually agreed upon by the W.C.Y.B.S.A and the booster group.

4. The District shall provide a certificate of insurance, with a minimum of \$1 million in liability coverage, which adds the W.C.Y.B.S.A. as an additional insured and waives the rights of subrogation.

5. The W.C.Y.B.S.A. will continue to use the field during times of need which do not conflict with the WGS's right to use the field pursuant to the terms of this Agreement.

6. This Agreement shall commence with the beginning of the 2015 softball season and shall remain in effect until terminated by either party for convenience upon 6 months' prior written notice to the other party. Notwithstanding the foregoing, the W.C.Y.B.S.A. agrees that it is not permitted to terminate this Agreement such that the effective termination date (at the conclusion of the 6-month notice period) occurs during the season. Any attempt by the W.C.Y.B.S.A to terminate this Agreement such that the effective termination date occurs during the season shall not become effective until the conclusion of the season, which shall include any playoff games.

7. The W.C.Y.B.S.A. acknowledges and agrees that it shall have no rights, interests, or claims associated with any admission charges that are charged and collected for WGS games played on the field.

8. The parties agree that they conduct completely separate businesses or affairs and are separate entities and are not partners or joint venturers in any sense whatsoever.

9. There are no understandings between the parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by both parties and approved by the District's Board of School Directors.

10. If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the parties hereto.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**ATTEST: (SEAL)**

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President, Board of School Directors

WARREN COUNTY YOUTH  
BASEBALL/SOFTBALL ASSOCIATION

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