

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2021, by and between **CONEWANGO TOWNSHIP**, a second class township organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as ----- **“FIRST PARTY,”**

A N D

WARREN COUNTY SCHOOL DISTRICT, a school district organized under the laws of the Commonwealth of Pennsylvania, with offices at 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as ----- **“SECOND PARTY.”**

WITNESSETH THAT:

WHEREAS, First Party is the owner of certain properties located within Conewango Township which properties are identified in the records of Warren County as Parcel Number WN-545-453 and Parcel Number WN-545-475, collectively referred to herein as the “Township Properties”; and

WHEREAS, located on the Township Properties are ballfields which are used by Second Party for practices and games for the Warren Area High School boys baseball and girls softball teams; and

WHEREAS, the ballfields, dugouts, a concession stand, equipment sheds, scoreboards, bleachers, lights, and restrooms are located on, or may later be located on, the Township Properties, are utilized by Second Party, and are referred to collectively hereinafter as the “Appurtenances”; and

WHEREAS, First Party is desirous of permitting Second Party to utilize the Township Properties and the Appurtenances; and

WHEREAS, Second Party is desirous of utilizing the Township Properties and the Appurtenances; and

WHEREAS, First Party and Second Party desire to set forth their agreement with regard to the use of the Township Properties and the Appurtenances in writing.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing recitals, and of the covenants and agreements herein contained, and intending to be legally bound hereby, agree to and with each other as follows:

1. First Party agrees to permit Second Party to utilize the Township Properties and Appurtenances for the purposes set forth herein.
2. Second Party agrees that it shall, at its sole cost and expense:
 - a. Maintain comprehensive general liability insurance on the Township Properties and the Appurtenances during the term of this Agreement, providing for bodily injury and for property damage associated with Second Party's use of the Township Properties and Appurtenances in a minimum amount of \$1,000,000.00 per occurrence. Such insurance shall be written by a company of recognized financial standing which is authorized to do insurance business in the Commonwealth of Pennsylvania and shall name First Party as additional insured.
 - b. Provide proof of the required insurance at the time of the signing of this Agreement and at any time during the term of the Agreement, if requested by First Party.
 - c. Mow, trim, and provide all other maintenance and inspections of the Appurtenances, as needed, and only during the PIAA established seasons for high school boys baseball and girls softball.
 - d. During the PIAA established seasons for high school boys baseball and girls softball, provide reasonable security measures necessary to

protect the Appurtenances including, but not limited to, providing and maintaining security lights on the Appurtenances.

- e. Ensure that no alcohol or tobacco products are used on the Township Properties or in any of the Appurtenances during Second Party's use, as provided for herein.
- f. Promptly pay all utility costs associated with the Second Party' use of the Township Properties and the Appurtenances including, but not limited to, electricity, water, and sewage costs. Second Party shall not be charged for, or responsible for, any utility costs that are not associated with Second Party's use of the Township Properties and the Appurtenances or for any utility costs associated with any other party's use of the Township Properties or the Appurtenances (i.e. use by the Township, use for legion baseball or little league, etc.). If requested by Second Party, First Party shall provide Second Party with information to justify the amount of any utility costs that First Party believes Second Party owes pursuant to this Agreement.
- g. Promptly (within 24 hours of being notified by First Party) remove from the Township Properties and Appurtenances any and all garbage, refuse, debris and the like which is generated by Second Party's use of the same, and Second Party shall not commit or suffer waste with respect to the Township Properties or the Appurtenances.
- h. Take reasonable efforts to ensure that Second Party's use of the Township Properties and Appurtenances does not interfere with or disturb the quiet use and enjoyment of any of the neighboring properties.
- i. Ensure that no buses utilize, cross or traverse the bridge which provides access, ingress and egress to the Township Properties.
- j. Obtain prior written approval from First Party that Second Party may utilize the Township Properties and/or Appurtenances outside of the dates provided for in Paragraph 4, below.
- k. Obtain, at its sole cost and expense, any and all building, zoning, and other permits (excluding bridge permits) which are required for

Second Party's use of the Township Properties, the Appurtenances, and any additional appurtenances which may be placed on the Township Properties, pursuant to the provisions set forth herein.

3. Second Party or a booster organization may add additional appurtenances as long as prior written approval for the same, which shall not be unreasonably withheld, is obtained from First Party.
4. The term of this Agreement shall commence on the first day of the 2021 high school boys baseball and girls softball seasons, as established by the PIAA, and shall continue until the final day of the 2021 high school boys baseball and girls softball seasons, established by the PIAA.
5. Second Party shall be responsible for all persons who attend functions of Second Party held on the Township Properties and shall ensure that all persons act in an orderly, responsible, safe, and lawful manner and in a manner which is consistent with the provisions of this Agreement. In addition, First Party reserves the right to expel or remove any person or persons who are deemed to be unruly, disorderly, irresponsible, unsafe, dangerous or who are acting in an illegal manner or a manner which is inconsistent with the provisions of this Agreement.
6. Either of the parties may terminate this Agreement at any time for convenience by providing 60 days advance notice of termination to the other party. In the event that any such termination would have the effect of terminating this Agreement during the PIAA established high school boys baseball and girls softball seasons, the parties agree that, unless Second Party has materially breached a term of this Agreement and failed to remedy the breach within 30 days of the receipt of written notification of the nature of the breach and the desired action to remedy the breach, this Agreement shall not terminate until the conclusion of the seasons.

At the termination of this Agreement, Second Party shall restore the Township Properties (excluding the bridge) and the Appurtenances to the same condition or better that existed at the time of the signing of this Agreement, normal wear and tear excepted. Nothing in this provision shall require Second Party to repair any damage that is not caused by Second Party's use of the Township Properties and Appurtenances or that is caused by the use of the Township Properties or Appurtenances by any other party.

In the event that Second Party has failed to maintain or restore the Township Properties (excluding the bridge) and/or the Appurtenances, the Township reserves the right, in its sole discretion, to demand that Second Party bring the Township Properties (excluding the bridge) and the Appurtenances to the same condition or better that existed at the time of the signing of this Agreement, normal wear and tear excepted. In the event that Second Party fails to comply within 30 days of the date that Second Party receives the demand, First Party reserves the right to make the required repairs or maintenance and, if it is determined that Second Party breached this Agreement by failing to make the repairs or maintenance, charge Second Party for and collect the same by any legal or equitable means, including reasonable attorney's fees and costs of collection, along with legal interest.

7. Notwithstanding any term or condition herein, the parties agree that nothing in this Agreement shall in any way obligate Second Party to assume any responsibility of any kind with respect to the bridge that provides access, ingress and egress to the Township Properties. In the event of a conflict between this provision and any other provision of this Agreement, the parties agree that this provision shall govern and control.
8. Upon the termination of this Agreement, regardless of the reason for said termination, any and all improvements, fixtures, and Appurtenances that

are located on the Township Properties at the time of said termination shall remain on the Township Properties and become the property of First Party, unless written permission to remove the same is granted by First Party. First Party agrees that it shall grant such written permission to remove any Appurtenance that was not purchased by First Party and that can be removed without causing irreparable damage to the Township Properties (i.e. concession stands, equipment sheds, scoreboards, bleachers...). In the event that any improvements, fixtures, or Appurtenances are removed, the party that performs the removal shall reclaim and restore the impacted portion(s) of the Township Properties to the same condition or better that existed immediately prior to the removal.

9. Unless terminated by either party as set forth herein, this Agreement and its terms and conditions shall automatically renew for successive terms on an annual basis.
10. Second Party agrees that it shall forever indemnify, release and hold First Party and First Party's officers, successors, assigns, agents, representatives, employees, and designees harmless from and against any and all acts, occurrences, personal injuries, death, property damage, losses, claims, suits, damages, causes of action, costs, expenses, or demands of every nature and kind, including attorney's fees, arising out of the negligent actions or omissions of Second Party or its employees. Nothing in this provision shall limit the Second Party's ability to assert any defense including, but not limited to, any defense pertaining to immunity or damage limitations.
11. 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, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by a written addendum signed by

both parties and approved by both parties at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.

12. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.
13. The parties hereto each represent and certify that this Agreement was properly approved at a public meeting held in compliance with the mandates of the Sunshine Law; that the individuals identified below who sign this Agreement are authorized agents of the First Party and Second Party; and that, following its execution by each party, this Agreement shall be legally binding upon each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, for themselves, their successors and assigns, have hereunto caused this Agreement to be executed and their respective seals attached the day and year first above written.

ATTEST: (SEAL)

**CONEWANGO TOWNSHIP,
First Party**

BY: _____

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Secretary

By: _____
President, Board of School Directors