

FIELD RENTAL AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 7th day of July, 2015 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Redlands Baseball for Youth, a non-profit charitable organization ("RBY"). City and RBY are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

ARTICLE 1. PREMISES

Section 1.01 City agrees to permit RBY to use the following: Fields 1 through 7, storage areas, and the snack bar facilities located with the City's Community Park and the two softball fields at Orangewood High School (collectively, the "Premises") on the terms and conditions hereinafter set forth.

ARTICLE 2. TERM

Section 2.01. This Agreement shall be for a term of three (3) years, unless terminated earlier, as provided for herein.

ARTICLE 3. RENT

Section 3.01. RBY shall perform field maintenance services in lieu of the payment of rent for the Premises. The improvements and maintenance expenses shall exceed a total Twenty Four Thousand Dollars (\$24,000.00) per year between Community Park and the softball fields at Orangewood High school during the term of this Agreement. Copies of receipts, and other documents that validate RBY maintenance efforts, shall be submitted to the City at the conclusion of each season of this Agreement at 111 W. Lugonia Avenue, Redlands, California.

ARTICLE 4. USE OF PREMISES

Section 4.01. During the term of this Agreement, the Premises shall be used by RBY for the exclusive purpose of conducting youth baseball programs. RBY shall have use of the Premises during the following times:

Community Park

RBY shall have primary use of the Community Park from January 1st through July 30th and secondary use of the premises from September 1st through December 31st of each year during the term of this Agreement. RBY shall not use or permit Community Park to be used for any other purpose without the prior written consent of City.

Orangewood Softball Fields

RBY shall use of the premises Monday through Friday between the hours of 4:00 – 10:00 p.m. and Saturdays from 8:00am-4:00 p.m. February 23rd through July 30th. During this period, the usage of both fields shall not exceed a total of 24 hours per week. RBY shall also have use of the premises Monday through Friday between the hours of 4:00 – 10:00 p.m. and Saturdays from

8:00am-4:00 p.m. between October 1st through December 31st of each year during the term of this Agreement. During this period, usage of both fields shall not exceed a total of 16 hours per week. RBY shall make a minimum forty-five (45) day advance schedule request to City indicating the proposed times of usage. City shall respond to such requests within two (2) weeks of receipt. City may charge RBY rent in the amount of Ten Dollars (\$10.00) per field, per hour, for any scheduling changes made by RBY without the aforementioned forty-five (45) day notice. RBY shall assume full responsibility for its personal property used at the Premises, and shall hold City harmless for any theft or damage relating to RBY's personal property.

Operation of Business

Section 4.02. During the term of this Agreement, RBY shall, unless prevented by conditions beyond its control, conduct business on the Premises of the type and nature specified in Section 4.01 of this Agreement in a safe and business like manner. The Premises shall be used at the discretion of RBY for practices and games, provided the dates requested for use have been approved and calendared by the City. Baseball programs at Community Park may be scheduled any time between 4:00 -10:00 p.m. on week days and 8:00 a.m.-10:00 p.m. on weekends. Community Park shall be available to the public when not in active use by RBY. Requests for additional use of Community Park shall be made forty-five (45) days in advance. City shall respond to such requests within two (2) weeks of receipt.

User Responsibility

Section 4.03. During the term of this Agreement, RBY shall be solely responsible for the following:

Community Park

RBY shall provide routine maintenance and preparation of the fields, defined for the purpose of this Agreement as: watering, mowing, infield grooming and field lighting maintenance schedule, and in accordance with the official game schedule as submitted by RBY. RBY is subject to adhere to any and all water restrictions set by the State of California or the City.

RBY shall provide specialized maintenance of field, including but not limited to: fertilization, sodding, and/or seeding, repair of sprinkler systems, fencing and application of brick dust. Additional maintenance and preparation work may be performed on site upon mutual approval of the Parties to this Agreement.

Orangewood Softball Fields

RBY shall be solely responsible for any set up, field lighting maintenance to include replacing the bulbs and/or ballast and cleaning associated with its use of the Orangewood Softball Fields, and shall maintain the fields in a clean and litter free manner.

Snack Bar Facility and Operations

City owns the snack bar facility at Community Park, and RBY owns all appliances at the facility. RBY will be responsible for the maintenance of the facility, appliances, and will be required to maintain the health permit from the County of San Bernardino.

Section 4.04. RBY shall not commit, or permit the commission, of any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. RBY shall, at its own cost and expense, maintain insurance for all personal property and improvements on the Premises.

Waste or Nuisance

Section 4.05. RBY shall not commit, or permit the commission by others, of any waste on the Premises. RBY shall not maintain, commit or permit the maintenance or commission of any nuisance on the Premises, and RBY shall not use or permit the use of the Premises for any unlawful purpose.

Compliance with Laws

Section 4.06. RBY shall, at RBY's sole cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, federal, state and county or municipal, relating to RBY's use and occupancy of the Premises for RBY's operation of business whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by RBY in a proceeding brought against RBY by any government entity that RBY has violated any such statute, ordinance, regulation or requirement shall be conclusive as between City and RBY and shall constitute grounds for termination of this Agreement by City.

ARTICLE 5. INDEMNITY AND INSURANCE

Section 5.01. RBY shall secure and maintain throughout the term of this Agreement the following types of insurance:

A. Comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. A certificate of insurance with endorsements evidencing such coverage shall be provided to City prior to RBY's occupancy of the Premises.

B. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements, in accordance with the laws of the State of California, with an insurance carrier acceptable to City. RBY shall provide City with Exhibit "A," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.

C. RBY shall defend, indemnify and hold harmless City, and its elected officials, officers, employees, agents and volunteers, from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission, or willful misconduct, of RBY, or its officers, employees, agents or volunteers, in connection with operation of its business at the Premises.

D. City shall defend, indemnify and hold harmless RBY, and its officers, employees, agents and volunteers, from any and all liabilities for injury to persons and damages to property arising out of any negligent act or omission, or willful misconduct, of City, or its elected officials, officers, employees, agents or volunteers, in connection with City's operation of the softball fields at Orangewood High School and Community Park.

ARTICLE 6. TAXES AND UTILITIES

Utilities

Section 6.01. RBY shall pay, and hold the City free and harmless from, all charges for the furnishing of electricity for storage areas, snack facilities and field lighting to premises during the term of this Agreement. The City will invoice RBY once a month for electrical charges used at the Premises.

ARTICLE 7. MISCELLANEOUS

Section 7.01. RBY shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises. Any encumbrance, assignment, transfer, or subletting by RBY without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of City, result in the immediate termination of this Agreement.

Section 7.02. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to the Party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage pre-paid, addressed to Redlands Baseball for Youth at E San Bernardino Ave, Redlands, CA 92373 or to City at 111 W. Lugonia Avenue, P.O. Box 3005, Redlands, CA 92373. RBY and City may change their respective addresses for the purpose of this section by giving written notice of that change to the other Party in the manner provided in this section.

Section 7.03. This Agreement constitutes the entire agreement between City and RBY respecting RBY's use of the Premises, and correctly sets forth the obligations of City and RBY to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not expressly set forth in this Agreement are null and void.

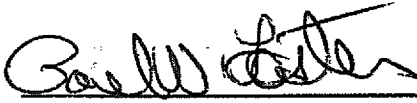
Section 7.04. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 7.05. This Agreement may be terminated by either Party by giving ninety (90) days prior written notice to the other Party.

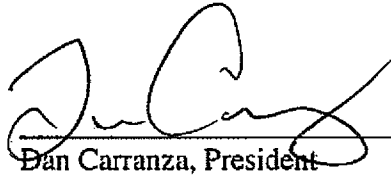
Executed at Redlands, California.

CITY OF REDLANDS

REDLANDS BASEBALL FOR YOUTH



Paul W. Foster, Mayor



Dan Carranza, President

ATTEST:



Sam Irwin, City Clerk

EXHIBIT "A"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Redlands Baseball for Youth

Date: 7/11/15

By: _____

Dan Carranza, President