

RESOLUTION NO. R23-23

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LEASE AGREEMENTS WITH LAUREL LITTLE LEAGUE AND AMERICAN LEGION BASEBALL POST #123 FOR BASEBALL FACILITIES AND POOL BUILDING AS DESCRIBED IN THE LEASE AGREEMENTS.

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Lease Agreements between the City of Laurel and the American Legion and City of Laurel and Laurel Little League are accepted and approved. A copy of each Lease Agreement is attached hereto for convenience. The previous Lease Agreements, entered into on the 10th day of December 2019, pursuant to Resolution No. R19-87, are hereby rescinded and replaced by the attached Lease Agreements.

Section 2: Execution. The Mayor of the City of Laurel is hereby given authority to accept and execute the Lease Agreements on behalf of the City.

Section 3: Effective Date. The effective date for the attached Lease Agreements is the date hereby approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby authorizes the Mayor to execute the Lease Agreements, attached hereto and incorporated herein.

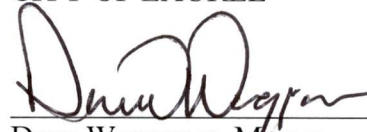
Introduced at a regular meeting of the City Council on the 25th day of April, 2023, by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of April, 2023.

APPROVED by the Mayor the 25th day of April, 2023.



CITY OF LAUREL



Dave Waggoner, Mayor

ATTEST:


Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:


Michele L. Braukmann, Civil City Attorney

LEASE AGREEMENT

This Lease Agreement is entered into this 25 day of April, 2023, by and between the City of Laurel, Montana, a municipal corporation organized and existing under the laws of the State of Montana, whose business address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” (Lessor) and Laurel Little League, hereinafter referred to as “Lessee.” This Lease Agreement rescinds and hereby supersedes the previous Lease Agreement entered into by and between Lessor and Lessee as of December 10, 2019, pursuant to Resolution No. R19-97.

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree and covenant as follows:

ARTICLE I

Purpose of Lease

The purpose of this Agreement is to lease Lessee certain and specific City facilities or property in order that Lessee may conduct its baseball activities, including but not limited to, practice, games, and other baseball related events, so long as such activity is not prohibited by City ordinance, resolution or regulation.

ARTICLE II

Property Leased

The City hereby leases and permits the use to Lessee and Lessee hereby leases from the City the following-described property and improvements located in the City of Laurel including the Little League Fields located at Thomson Park and Nutting Park hereinafter referred to as “the premises” as specifically shown on the Exhibit that is attached hereto and part of this Lease Agreement. In addition, the city hereby leases and permits the use to Lessee and Lessee hereby leases from the City the Pool Building presently attached to the Pool (eventually Splash Park). Lessee shall have full access and control over the premises and shall maintain and utilize the premises in a clean and safe condition.

Lessee agrees to paint and maintain the Pool Building, with the intentions of using it as a

Little League Club House. Lessor retains access to all pool/splash park piping, drains, and electrical controls and components. Lessor will be responsible for payment of all utility bills from the Pool Building.

ARTICLE III

Parties

City: Office of the Mayor (City Clerk)
PO Box 10
Laurel, Montana 59044
Phone: (406) 628-7431
Fax: (406) 628-2289

Lessees: Laurel Little League
PO Box 231
Laurel, MT 59044
(406) 697-3992

ARTICLE IV

Term of lease

The term of this lease shall commence on approval by the City Council and execution by the Parties and run for a period of five (5) years, with the option to revisit and renew for an additional 5-year term thereafter. If this lease is terminated during either 5-year term, the City agrees that Lessees may remove from the premises all equipment, materials and products owned and utilized by Lessees including, but not limited to, all baseball equipment and materials, etc.

ARTICLE V

Lessees Obligations and Covenants

Lessee hereby covenants and agrees with the City that Lessee shall:

1. Use and occupy the premises in a careful and proper manner and not commit any waste therein;
2. Not use or occupy the premises for any unlawful purpose, and will conform to and

obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;

3. Lessee may obtain a permit to serve beer and wine on the premises upon completing and securing the necessary licenses/permits and additional liquor liability insurance or endorsement;

4. Not assign the lease, nor sublet the premises, nor any part thereof, without prior written consent of the City. The City shall require no more than thirty (30) days for such approval upon written request by the Lessees and shall not unreasonably withhold such approval;

5. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;

6. Lessees shall make no alterations, changes or revamping, remodeling or capital improvement in or to the premises, without prior written permission approved by the Public Works Director and in addition thereto, Lessee shall obtain all approvals and permits required for such work under City ordinance. Approvals for any improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by Lessee or the work may proceed the same as if such approval was received. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

7. Provide the City copies of receipts for improvements and/or maintenance completed by the Lessee by December 31st to the Office of the Mayor, Attention Clerk/Treasurer, P.O. Box 10, Laurel, MT 59044;

8. Lessee and the City's Public Works Superintendent shall perform an entrance inspection prior to the finalization of the lease, an annual inspection on or before the lease anniversary date and an exit inspection at the end of the lease; Lessee must contact the City to arrange for the inspections; Lessee must also Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;

9. Indemnify and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of Lessee, its members, agents or employees. For such purpose, Lessee shall procure and maintain in full force and effect during the term of this agreement, commercial general liability, including product liability, in a reliable company or companies with minimum policy limit \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate single limit per occurrence; and \$1,000,000 Liquor Liability. The City shall be named as an additional insured part on the policy to be evidenced by a certificate of insurance presented to the City Clerk/Treasurer on or before April 1 of each year. The City and Lessee hereby grant to each other, on behalf of any insurance company providing insurance under this agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy;

10. Pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, and telephone;

11. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Maintain field in a playable condition, inspect field and facilities on a regular basis to

determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist;

12. Provide for necessary janitorial and maintenance services to insure the grandstand, bleachers, and other areas of the leased premises are in a sanitary and orderly condition;

13. Keep parking space adjacent to the premises in a clean and safe condition;

14. All grounds keeping and cleanup to be provided by Lessee. Lessee further agrees to assist with grounds keeping after practice and games;

15. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this lease;

16. All signs and banners must comply with the LMC 17.42;

17. Lessee's significant items of personal property necessary for the conduct of business on all City property shall be listed and provided to the City Clerk Treasurers Office at the beginning of each season;

18. Lessee's shall allow participation in their respective baseball programs for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without the discrimination of any kind or nature;

19. Leave premises, at the expiration or prior to termination of this lease and any extension thereof, in as good condition as received, reasonable wear and tear alone accepted;

20. Lessee must provide contact information to the City of next year's board prior to the end of the season.

ARTICLE VI

Rent

1. Lessee shall pay the City rent in the following amounts as consideration for use of

the premises: \$750 per year facility rent, except that the Pool Building will be charged at a rental rate of an additional \$50 per year. Lessees shall pay annually on or before the anniversary date of their respective signatures on the lease.

2. Rent includes the following: Use and lawful possession of the premises.

ARTICLE VII

Repairs and Maintenance

City's obligation under this lease is limited to mowing the outfield of the Legion/Senior League field, mowing the Little League fields, cleaning restrooms when open to the public, providing restroom supplies, garbage, fuel for equipment, water, weed eaters, and major repairs. Major repairs are defined as non-recurring structural, electrical, plumbing and mechanical repair. Lessee is responsible for all other maintenance and upkeep of all premises. The City's obligation to undertake major repairs does not include major repairs necessitated by any acts of Lessee, their agents, employees, officers, invitees, or on the area commonly known as the "crow's nest," dugouts or the field maintenance buildings and sheds.

ARTICLE VIII

Condition

Neither the City nor any of its employees or agents made any representations with respect to the above-described property except as expressly set forth herein, and no rights, easements or licenses are acquired by Lessee by implication or otherwise, except as expressly set forth herein. Acceptance of possession of the above-described property by Lessee shall be conclusive evidence that Lessees accept the same "as is" and that the property was and is in good condition at the time possession was accepted.

ARTICLE IX

Right to Inspect Premises

The City has a right, at all times during the term of this lease, through its agents and employees, to enter upon the leased premises for the purpose of examining and inspecting the same to determine whether Lessee has complied with its obligations hereunder with respect to the care

and maintenance of the premises, and the repair or rebuilding of the improvements therein when necessary. This right of inspection may only be exercised after 24 hours' notice to Lessee of City's desire to inspect the premises. This 24-hour notice is necessary to insure that a representative of Lessee will be available to accompany City's representative at the time of inspection.

ARTICLE X

Assignment/Cancellation/Termination/Negotiation

1. Assignment. Neither City nor Lessee may assign, transfer or sublet the rights under this lease to any party without prior written consent of the other party.
2. Cancellation. In the event the premises leased hereunder or any portion thereof is not available for occupancy or use upon commencement of or during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or some other cause beyond the control of the City, this lease and the obligations of the Parties hereunder shall terminate and the Lessee hereby waives any claim against the City, its employees or agents for damages by reason of such cancellation. Any notice of cancellation must be in writing and sent by certified mail, as noted.
3. Termination. City may terminate this lease if the Lessee fails to make the rental payment, obtain and maintain liability insurance, or perform any other condition or obligation required herein. Notice of termination must be in writing and sent by certified mail, as noted.
4. Lessee may rent or sublet the premises for periods not to exceed 72 consecutive hours. However, lessee and/or the renter/subletor must obtain and provide liability insurance that names the City as an additional insured on the policy during the event. If alcohol is available or sold, the policy must include an alcohol endorsement with limits provided in Article XII.

ARTICLE XI

Compliance With Ordinances and Regulations

Lessee, at its respective expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to

law, which imposes any duty upon Lessee or the City with respect to the leased premises. Lessee, at its respective sole expenses, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this agreement, or for making repairs, alterations, improvements, or additions. The City, when necessary, will join with Lessee in applying for all such permits or licenses.

ARTICLE XII

Liability Insurance

Lessee shall obtain and maintain at all times during the term hereof, with a responsible insurer, for the benefit of the City and the Lessee as its respective interest may appear, comprehensive general liability insurance in the amount of One Million dollars (\$1,000,000.00) per occurrence with an aggregate value of Two Million dollars (\$2,000,000.00), to protect against any loss, claims, lawsuits or liability for damages, property damage, personal injury or death, and any expenses of the parties against any claim for such damages which might result from use or occupation or condition of the premises. Simultaneously with and as a prerequisite of executing of this lease, Lessee shall furnish a copy of such insurance policy(ies) to the City Clerk/Treasurer and such policy(ies) shall contain an endorsement that it shall not be canceled or altered without at least thirty (30) days prior written notice to the City from the insurer. The City and Lessee shall be specifically named as insured under said policy.

ARTICLE XIII

Indemnification

Lessee hereby agrees to indemnify and to hold the City free and harmless from and against any and all actions, claims and demands arising out of the use or occupancy of the premises by Lessee or the failure of the Lessee to maintain the premises as herein provided, including, but without limitation, any carelessness, negligence, improper conduct, wrongful or intentional act or breach of this lease by the Lessee or its agents, employees, patrons, invitees, suppliers or licensees, and any and all costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. The City hereby indemnifies and agrees to hold the Lessee free and harmless from any and all actions caused by the sole negligence of the City.

ARTICLE XIV

Use/Right of Entry and Inspection/Damage/Repairs

1. Use. Lessee shall not use or permit the use of the leased premises for any purpose prohibited by law, shall comply with all requirements and demands of all governmental agencies or officials with respect to the condition, use and occupancy of the premises as such may appear from time to time during the term of this lease and shall not commit nor suffer to be committed any nuisance on or waste of the premises.
2. Right of Entry and Inspection. Lessee shall permit the City or the City's duly authorized agents, employees or representatives to enter upon the leased premises at all reasonable times for the purpose of inspection.
3. Damage. It is specifically understood that any damage caused by Lessee or its guests to the premises during the term of this Lease shall be promptly corrected or replaced at the Lessee's expense.
4. Repairs. All repairs to the premises during the terms of this lease shall be the sole responsibility of the Lessee.

ARTICLE XV

Time of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this lease.

ARTICLE XVI

Mortgages and Subleases

Lessee may not assign its rights under this lease or assign or encumber the premises without the prior written consent of the City.

ARTICLE XVII

Surrender Upon Termination

Upon the termination or cancellation of this lease Lessee, at its expense, shall remove from the premises all merchandise, furniture, furnishings, equipment or any other personal property belonging to it, and shall quietly and peaceably surrender possession of the leased premises in a

similar or an improved condition as when received. There shall not be any holding-over by Lessee beyond the termination or cancellation of this lease. Any such holding-over by Lessee shall incur to the City a penalty fee of \$100.00 per day.

ARTICLE XVIII

Entire Agreement

This Lease and the attached Exhibit shall be deemed to include the entire agreement between the parties hereto and no waiver of any right, agreement or condition herein and no modification of any term or condition herein shall be binding upon either party unless in writing and signed by the parties.

ARTICLE XIX

Partial Invalidity

In the event any provision of this Lease or part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE XX

Notices/Demands

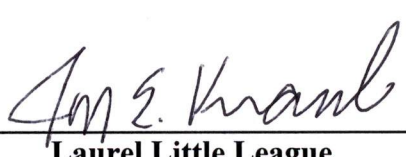
Notices or demands required hereunder shall be in writing and shall be sent by certified mail (return receipt requested) to those persons at the addresses noted herein. The address of either party hereinabove set forth may be changed from time to time by giving written notice in that regard. All payments required to be made hereunder shall be made at the appropriate address hereinabove set forth or to such address as either of the parties may from time to time specify.

CITY OF LAUREL

By: 

Mayor

LESSEE:

By: 

Laurel Little League

LEASE AGREEMENT

This Lease Agreement is entered into this 25 day of April, 2023, by and between the City of Laurel, Montana, a municipal corporation organized and existing under the laws of the State of Montana, whose business address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” (Lessor) and American Legion Baseball Post #123 Laurel Dodgers, whose business address is P.O. Box 144, Laurel, Montana 59044, hereinafter referred to as “Lessee.” This Lease Agreement rescinds and hereby supersedes the previous Lease Agreement entered into by and between Lessor and Lessee as of December 10, 2019, pursuant to Resolution No. R19-97.

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree and covenant as follows:

ARTICLE I

Purpose of Lease

The purpose of this Agreement is to lease to Lessee certain and specific City facilities or property in order that Lessee may conduct its baseball activities, including but not limited to, practice, games, and other baseball related events, so long as such activity is not prohibited by City ordinance, resolution or regulation.

ARTICLE II

Property Leased

The City hereby leases and permits the use to Lessee and Lessee hereby leases from the City the following-described property and improvements located in the City of Laurel, including the American Legion (Dodgers) Field located at Thomson Park, as well as the Concession Stand hereinafter referred to as “the premises” as specifically shown on Exhibit A attached hereto and part of this Lease Agreement. Lessee shall have full access and control over the premises and shall maintain and utilize the premises in a clean and safe condition.

ARTICLE III

Parties

City: Office of the Mayor (City Clerk)
PO Box 10
Laurel, Montana 59044
Phone: (406) 628-7431
Fax: (406) 628-2289

Lessees: American Legion Baseball Post #123 Laurel Dodgers
PO Box 144
Laurel, MT 59044
Phone: (406) 861-0945

ARTICLE IV

Term of lease

The term of this lease shall commence on approval by the City Council and execution by the Parties and run for a period of five (5) years, with the option to revisit and renew for an additional 5-year term thereafter. If this lease is terminated during either 5-year term, the City agrees that Lessees may remove from the premises all equipment, materials and products owned and utilized by Lessees including, but not limited to, all baseball equipment, concession materials, etc.

ARTICLE V

Lessee Obligations and Covenants

Lessee hereby covenants and agrees with the City that Lessees shall:

1. Use and occupy the premises in a careful and proper manner and not commit any waste therein;
2. Not use or occupy the premises for any unlawful purpose, and will conform to and

obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;

3. Lessee may obtain a permit to serve beer and wine on the premises upon completing and securing the necessary licenses/permits and additional liquor liability insurance or endorsement;

4. Not assign the lease, nor sublet the premises, nor any part thereof, without prior written consent of the City. The City shall require no more than thirty (30) days for such approval upon written request by the Lessee and shall not unreasonably withhold such approval;

5. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;

6. Lessee shall make no alterations, changes or revamping, remodeling or capital improvement in or to the premises, without prior written permission approved by the Public Works Director and in addition thereto, Lessee shall obtain all approvals and permits required for such work under City ordinance. Approvals for any improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by Lessee or the work may proceed the same as if such approval was received. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Teams inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

7. Provide the City copies of receipts for improvements and/or maintenance completed by the club or organization by December 31st to the Office of the Mayor, Attention Clerk/Treasurer, P.O. Box 10, Laurel, MT 59044;

8. Lessee and the City's Public Works Superintendent shall perform an entrance inspection prior to the finalization of the lease, an annual inspection on or before the lease anniversary date and an exit inspection at the end of the lease; Lessee must contact the City to arrange for the inspections; Lessee must also Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;

9. Indemnify and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of Lessee, their members, agents or employees. For such purpose, each Lessee shall procure and maintain in full force and effect during the term of this agreement, commercial general liability, including product liability, in a reliable company or companies with minimum policy limit \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate single limit per occurrence; and \$1,000,000 Liquor Liability. The City shall be named as an additional insured part on the policy to be evidenced by a certificate of insurance presented to the City Clerk/Treasurer on or before April 1 of each year. The City and Lessee hereby grant to each other, on behalf of any insurance company providing insurance under this agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy;

10. Pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, and telephone;

11. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Maintain field in a playable condition, inspect field and facilities on a regular basis to

determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist;

12. Provide for necessary janitorial and maintenance services to insure the grandstand, bleachers, and other areas of the leased premises are in a sanitary and orderly condition;

13. Keep parking space adjacent to the premises in a clean and safe condition;

14. All grounds keeping and cleanup to be provided by Lessee. Lessee further agrees to assist with grounds keeping after practice and games;

15. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this lease;

16. Lessee shall remove all inventory of food and beverages at the end of each season from the Concession stand or any place food is stored;

17. Appliances must be unplugged in the Concession Stand and safely stored at the end of each season;

18. Lessee agree to obtain and continuously keep in force all permits required by the Montana Department of Health, and Lessee shall be responsible for any training of its managers or volunteers as may be required by the Montana Department of Health, all at Lessee's expense, and shall fully comply with all applicable, rules, regulations and requirements of the Montana Department of Health. All certificates must be on file with the City Clerk Treasurer;

19. Lessee is responsible for all janitorial supplies and services at the Concession Stand from start of the season, including tryouts until the first Saturday in May;

20. All signs and banners must comply with the LMC 15.40;

21. Lessee's appliances and other significant items of personal property necessary for the conduct of business on all City property shall be listed and provided to the City Clerk

Treasurers Office at the beginning of each season;

22. Lessee must provide a proper fire extinguisher;
23. Lessee must provide material safety data sheets (MSDS) for all cleaning or cooking chemicals or products that may contain hazardous materials in an approved MSDS booklet;
24. Extension cords may not be used, as they are against fire code;
25. Lessee shall allow participation in their respective baseball programs for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without the discrimination of any kind or nature;
26. Leave premises, at the expiration or prior to termination of this lease and any extension thereof, in as good condition as received, reasonable wear and tear alone accepted;
27. Lessee must provide contact information to the City of next year's board prior to the end of the season.

ARTICLE VI

Rent

1. Lessee shall pay the City rent in the following amounts as consideration for use of the premises: \$900 per year facility rent and \$250 per year concession stand rent. Lessee shall pay annually on or before the anniversary date of their respective signatures on the lease.
2. Rent includes the following: Use and lawful possession of the premises.

ARTICLE VII

Repairs and Maintenance

City's obligation under this lease is limited to mowing the outfield of the Legion/Senior League field, cleaning restrooms when open to the public, providing restroom supplies, garbage, fuel for equipment, water, weed eaters, and major repairs. Major repairs are defined as non-

recurring structural, electrical, plumbing and mechanical repair. Lessee is responsible for all other maintenance and upkeep of all premises. The City's obligation to undertake major repairs does not include major repairs necessitated by any acts of Lessee, its agents, employees, officers, invitees, or on the area commonly known as the "crow's nest," dugouts or the field maintenance buildings and sheds.

ARTICLE VIII

Condition

Neither the City nor any of its employees or agents made any representations with respect to the above-described property except as expressly set forth herein, and no rights, easements or licenses are acquired by Lessee by implication or otherwise, except as expressly set forth herein. Acceptance of possession of the above-described property by Lessee shall be conclusive evidence that Lessee accept the same "as is" and that the property was and is in good condition at the time possession was accepted.

ARTICLE IX

Right to Inspect Premises

The City has a right, at all times during the term of this lease, through its agents and employees, to enter upon the leased premises for the purpose of examining and inspecting the same to determine whether Lessee has complied with its obligations hereunder with respect to the care and maintenance of the premises, and the repair or rebuilding of the improvements therein when necessary. This right of inspection may only be exercised after 24 hours' notice to Lessee of City's desire to inspect the premises. This 24-hour notice is necessary to insure that a representative of Lessee will be available to accompany City's representative at the time of inspection.

ARTICLE X

Assignment/Cancellation/Termination/Negotiation

1. Assignment. Neither City nor Lessee may assign, transfer or sublet the rights under this lease to any party without prior written consent of the other party.
2. Cancellation. In the event the premises leased hereunder or any portion thereof is

not available for occupancy or use upon commencement of or during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or some other cause beyond the control of the City, this lease and the obligations of the Parties hereunder shall terminate and the Lessee hereby waives any claim against the City, its employees or agents for damages by reason of such cancellation. Any notice of cancellation must be in writing and sent by certified mail, as noted.

3. Termination. City may terminate this lease if the Lessee fails to make the rental payment, obtain and maintain liability insurance, or perform any other condition or obligation required herein. Notice of termination must be in writing and sent by certified mail, as noted.

4. Lessee may rent or sublet the premises for periods not to exceed 72 consecutive hours. However, Lessee and/or the renter/subletor must obtain and provide liability insurance that names the City as an additional insured on the policy during the event. If alcohol is available or sold, the policy must include an alcohol endorsement with limits provided in Article XII.

ARTICLE XI

Compliance With Ordinances and Regulations

Lessee, at its expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which imposes any duty upon Lessee or the City with respect to the leased premises. Lessee, at their respective sole expenses, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this agreement, or for making repairs, alterations, improvements, or additions. The City, when necessary, will join with Lessee in applying for all such permits or licenses.

ARTICLE XII

Liability Insurance

Lessee shall obtain and maintain at all times during the term hereof, with a responsible insurer, for the benefit of the City and the Lessee as their respective interest may appear,

comprehensive general liability insurance in the amount of One Million dollars (\$1,000,000.00) per occurrence with an aggregate value of Two Million dollars (\$2,000,000.00), to protect against any loss, claims, lawsuits or liability for damages, property damage, personal injury or death, and any expenses of the parties against any claim for such damages which might result from use or occupation or condition of the premises. Simultaneously with and as a prerequisite of executing of this lease, Lessee shall furnish a copy of such insurance policy(ies) to the City Clerk/Treasurer and such policy(ies) shall contain an endorsement that it shall not be canceled or altered without at least thirty (30) days prior written notice to the City from the insurer. The City and Lessee shall be specifically named as insured under said policy.

ARTICLE XIII

Indemnification

Lessee hereby agrees to indemnify and to hold the City free and harmless from and against any and all actions, claims and demands arising out of the use or occupancy of the premises by Lessee or the failure of the Lessee to maintain the premises as herein provided, including, but without limitation, any carelessness, negligence, improper conduct, wrongful or intentional act or breach of this lease by the Lessees or its agents, employees, patrons, invitees, suppliers or licensee, and any and all costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. The City hereby indemnifies and agrees to hold the Lessee free and harmless from any and all actions caused by the sole negligence of the City.

ARTICLE XIV

Use/Right of Entry and Inspection/Damage/Repairs

1. Use. Lessee shall not use or permit the use of the leased premises for any purpose prohibited by law, shall comply with all requirements and demands of all governmental agencies or officials with respect to the condition, use and occupancy of the premises as such may appear from time to time during the term of this lease and shall not commit nor suffer to be committed any nuisance on or waste of the premises.
2. Right of Entry and Inspection. Lessee shall permit the City or the City's duly authorized agents, employees or representatives to enter upon the leased premises at all

reasonable times for the purpose of inspection.

3. Damage. It is specifically understood that any damage caused by Lessee or their guests to the premises during the term of this Lease shall be promptly corrected or replaced at the Lessee's expense.

4. Repairs. All repairs to the premises during the terms of this lease shall be the sole responsibility of the Lessee.

ARTICLE XV

Time of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this lease.

ARTICLE XVI

Mortgages and Subleases

Lessee may not assign their rights under this lease or assign or encumber the premises without the prior written consent of the City.

ARTICLE XVII

Surrender Upon Termination

Upon the termination or cancellation of this lease Lessee, at its, shall remove from the premises all merchandise, furniture, furnishings, equipment or any other personal property belonging to it, and shall quietly and peaceably surrender possession of the leased premises in a similar or an improved condition as when received. There shall not be any holding-over by Lessee beyond the termination or cancellation of this lease. Any such holding-over by Lessee shall incur to the City a penalty fee of \$100.00 per day.

ARTICLE XVIII

Entire Agreement

This lease and attached Exhibit shall be deemed to include the entire agreement between the parties hereto and no waiver of any right, agreement or condition herein and no modification of any term or condition herein shall be binding upon either party unless in writing and signed by the parties.

ARTICLE XIX

Partial Invalidity

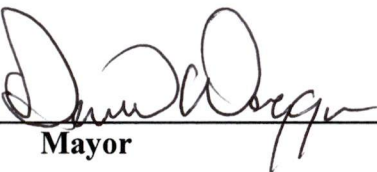
In the event any provision of this Lease or part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE XX

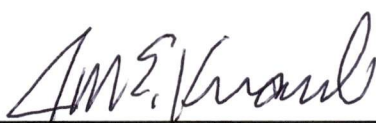
Notices/Demands

Notices or demands required hereunder shall be in writing and shall be sent by certified mail (return receipt requested) to those persons at the addresses noted herein. The address of either party hereinabove set forth may be changed from time to time by giving written notice in that regard. All payments required to be made hereunder shall be made at the appropriate address hereinabove set forth or to such address as either of the parties may from time to time specify.

CITY OF LAUREL

By:  _____
Mayor

LESSEE:

By:  _____
American Legion Baseball Post #123
Laurel Dodgers