

**FORT SMITH BOYS & GIRLS CLUB**  
**HUNTS PARK**  
**USE LICENSE AGREEMENT**

This agreement is made and entered into this 1<sup>st</sup> of November, 2018, by and between the Fort Smith Boys & Girls Clubs (“FSBGC”) and the Fort Smith Public Schools District (“FSPS”).

Whereas, FSPS desires to secure fields for use by the Northside High School baseball team;  
and

Whereas, FSBGC desires to license its field and facilities thereon to FSPS on an annual basis;

Now, therefore, in consideration of the terms, dates, conditions, and promises herein contained, mutual agreement is as follows:

1. Fields Licensed. For the consideration recited below, FSBGC agrees to license and FSPS agrees to pay for, on the terms and conditions set forth in this Agreement, the baseball field at Hunts Park.

2. Schedule and Limitations of Use. FSPS, as licensee, will be permitted to use the aforementioned field between \_\_\_\_\_ and \_\_\_\_ of each season subject to a use-schedule to be agreed upon by the parties by February 1, 2019. The field may only be used by the Northside High School baseball team for practices and playing games.

3. Licensor’s Representations and Warranties. FSBGC represents and warrants to FSPS as follows:

- A. During use, to make available all utilities associated with the licensed fields, including: water and electric for lights, scoreboards, concession and rest rooms.
- B. During use, to make available parking, press boxes, scoreboards, PA systems and restrooms.
- C. To be responsible for fertilizing and, watering the fields when needed.
- D. To make available the concession stands for use by the FSPS during high school baseball and softball games and tournaments.
- E. To make available a storage (equipment) room for use by the FSPS.

4. Licensee’s Representations and Warranties. To the extent not the responsibility of FSBGC, above, FSPS represents and warrants to FSBGC as follows:

- A. To take proper care of the facilities, which include: fields, dugouts, concessions, batting cages, rest rooms, parking lots, fences, etc. To provide bathroom supplies as needed (toilet paper, hand towels, soap, etc.).
- B. To be responsible for getting the field ready for all games.
- C. To be responsible for proper maintenance after practice and games, which includes: raking the home plate area, the 2<sup>nd</sup> base area, and the pitcher’s mound.
- D. To police the area outside of the playing field after usage, which includes picking up trash

around the facility and in the parking lots.

- E. To use its best efforts to prevent the player(s) from using the field without one of the coaches present.
- F. To use its best efforts to prevent the field from being "Burned" for drying purposes.
- G. To use its best efforts to prevent players & opposing players from any "soft toss" on fences that are not designated for "soft toss."
- H. To work with FSBGC officials to avoid any scheduling conflicts with any games or practices involving FSBGC games and maintenance of the fields.
- I. To use lights for games only. No use of lights for practices without the specific approval by the FSBGC.
- J. To be responsible for replacing or repairing, any broken or lost equipment.
- K. To be responsible for the securing of each facility after each use.
- L. To be responsible for maintaining and returning the fields, equipment and all facilities in as good condition as when received, without limitation, promptly repairing any/all damage to the property of FSBGC, if any, caused by FSPS's use.
- M. To not make any alterations or changes to the fields, equipment or facilities without specific approval by the FSBGC executive director.
- N. To only use the fields, equipment and facilities for games and practice by Northside High School teams.

5. License Fee. FSPS agrees to pay FSBGC **\$5,000.00** annually as consideration for the licensed use of Hunts Park, payable within thirty (30) days of the completion of the baseball season.

6. Term. This License Agreement shall last for a term of twelve (12) months. If either party wishes to terminate the Agreement, it may do so only by providing thirty (30) days advance written notice to the other party. Unless otherwise terminated in accordance with this Paragraph, this License Agreement shall be automatically renewed for successive periods of one (1) year thereafter, until terminated as herein provided.

7. Assignment. Licensed rights under this agreement shall not be assigned nor sublet by any party, in whole or in part, without the prior written consent of the other party, which may be withheld, or conditioned, in such party's sole discretion.

8. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Arkansas.

9. Entire Agreement. This Agreement constitutes the full and final expression of intent by each party and supersedes all prior agreements or understandings. No paragraph, clause, condition or privilege may be modified, varied, altered or added except by mutual agreement of the parties, in writing.

10. Counterparts. This Agreement may be executed in multiple counterparts which when read together shall constitute and comprise a single document.

11. Authority. Each of the parties represents and warrants that the persons executing this Agreement are duly authorized by their respective entities to execute a binding agreement on the entity's behalf and shall be binding.

In witness thereof, the parties hereto have executed this contract in the day and year first above written.

\_\_\_\_\_  
FS Boys & Girls Club Executive Director

\_\_\_\_\_  
Fort Smith Public Schools Athletic Director

\_\_\_\_\_  
Northside High School Baseball Coach