

BASEBALL FACILITY LICENSE AGREEMENT

RECITALS:

1. Date: As of _____, 2019.

2. Parties: Pendleton School District No. 16R
107 NW 10th Street
Pendleton, OR 97801

Babe Ruth League of Pendleton, Inc.
P.O. Box 921
Pendleton, OR 97801

3. Pendleton School District No. 16R (hereinafter "School District"), an Oregon municipal corporation, is the owner of a baseball facility on property generally described as follows: That certain baseball facility bounded on the North by Carden Avenue, Pendleton, Oregon, on the West by Highway 37, on the South by the Umatilla River, and on the East by the Easterly section line of Section 9, Township 2 North, Range 32, E.W.M., excepting any and all railroad rights of way.

4. There are many periods when the School District will not be using the facility, and during such times, Babe Ruth League of Pendleton, Inc., (hereinafter" League") desires to use it. This license agreement sets forth the agreed upon terms and conditions of League's usage of the baseball facility.

IT IS, THEREFORE, AGREED:

1. Subject property.

A. The property which is the subject of this agreement includes the following improvements: Baseball field, batting cage, restrooms, fencing, lighting, irrigation system, and parking area. All of the improvements which this agreement allows League to use shall hereafter be referred to as "the facility."

B. The League's use of the facility is not exclusive as further set forth herein.

2. Scheduling.

A. For the months of October through the date of the last Pendleton High School baseball team game (including tournament play) the following spring, School District shall have

the exclusive right of use of the facility. However, at the School District's sole discretion, it may allow the League and any other person or entity to use the facility under such conditions as it may impose.

B. For the period of time after the last Pendleton High School baseball team game in the spring (including tournament play) and before October 1:

(1) League shall be entitled to use of the facility to conduct its scheduled home games and any tournament games scheduled for the field to the exclusion of all others.

(2) For the League's other uses of the facility (baseball practice, sign-ups, fund raisers, etc.), League shall cooperate so as to allow the School District to schedule reasonable usage of the facility by any other person or entity.

(3) Scheduling for each season's use shall be done by School District as follows: No later than April 1 of the current year the School District shall invite League representatives to meet to discuss their schedule and desired usage of the facility.

(i) For any dates not scheduled for usage by the League, the School District reserves the right, in its sole discretion, to schedule usage of the facility for itself or by others.

3. Term.

A. This agreement is effective immediately upon execution by both parties. It shall continue through the March 31, 2024, at which time this agreement shall terminate.

B. This license is renewable upon the consent of both the School District and the League.

4. Use of premises.

A. The League may use the premises for uses typically associated with League baseball including baseball practice, baseball games and tournaments, fund raisers for the League, sign ups, and repair and maintenance subject to any restrictions set forth herein.

B. The League may continue its past practice of selling space on fences for sponsorships and may keep the proceeds thereof. If this agreement terminates and is not renewed, League shall remove the signs within two weeks of notice to do so by the School District.

C. During the Pendleton Round Up and the Pendleton Whiskey Festival, the League shall be entitled to the exclusive use of the premises for the purpose of renting camping and RV space to visitors to Pendleton and shall be entitled to the proceeds thereof.

D. League shall adopt and enforce District Policy KBG – Public Conduct on District Property (Attachment A).

5. Expense sharing.

A. League shall reimburse the School District up to \$2,500.00, plus payroll costs and benefits, for field maintenance by June 1 each year.

B. As reimbursement to the School District for utility usage by the League, League shall pay \$2,000.00 no later than October 1 each year.

6. Maintenance.

A. Except for maintenance and repairs required of the League, School District shall maintain the premises.

B. After each usage by League, League shall clean up all litter on the premises, clean up the dug outs, dump all trash and garbage, and rake the base lines, pitcher's mound, and home plate area. League shall be solely responsible at its own cost to repair any and all damage occurring during its usage, which repair shall be pursued with utmost diligence.

7. Assignment.

Except for the usage by others during the Pendleton Round Up and the Pendleton Whiskey Festival, League may not allow the usage of the facility, or any part thereof, by any third parties. League may not assign or otherwise transfer its interest in this agreement.

8. Insurance.

A. League shall at all times maintain liability insurance, insuring not only the League, but also, School District and its employees, officers, and agents, against liability for all damages to persons or property in and upon the premises, in an amount of not less than \$1,000,000 to any single individual and \$1,333,300 for all claimants for personal injury, and \$500,000 for property damage, in any single accident.

B. League shall not be entitled to possession of the premises until it has supplied to School District a certificate of insurance for all policies required by this section showing School District and its employees, officers, and agents as a co- insured, and with an endorsement that the policy will not be cancelled, or the limits reduced, without ten days' written notice to School District.

9. Alterations, Improvements, and Personal Property.

A. All personal property at the facility belonging to either party shall remain the property of the respective party, and absent written agreement otherwise no party shall be entitled to use the personal property of the other.

B. League shall neither install improvements upon the facility, nor make any alterations or improvements to the facility, without the prior written consent of the School District. All alterations and improvements made or installed by League, whether before or after this agreement is signed, shall remain on the premises and shall be maintained by the League in a good, clean, and operable condition. At the end of the term of this agreement, all alterations and improvements previously or hereafter made or installed by League shall become the property of the School District unless it then elects to require the League to remove such improvements.

10. Miscellaneous terms.

A. Waiver by either party of strict performance of any provision or term of this agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provision at any other time.

B. The invalidity or illegality of any provision of this agreement shall not affect the remainder of it.

C. In the event of suit or action instituted to enforce this agreement, to interpret its terms, or in any way connected with any claim or controversy arising out of this agreement, the prevailing party shall be entitled to recover of and from the other the prevailing party's attorney's fees at trial and on any appeal or writ of review.

D. This agreement and the parties' rights here under shall be construed and regulated by the laws of the State of Oregon, and venue for any dispute between the parties shall be in Umatilla County, Oregon.

E. League shall indemnify, defend, and hold harmless School District and its employees, officers, and agents against any and all claims, damages, and causes of action, arising from or in any way related to League's use of the premises or exercise of its rights and obligations hereunder.

G. In entering into this agreement, the parties do not intend to benefit any third party. No third party shall be entitled to enforce any terms of this agreement or to claim any rights hereunder.

H. This document is the entire, final and complete agreement of the parties pertaining to matters dealt with in this agreement, and supersedes and replaces any and all written or oral agreements heretofore made or existing by and between the parties.

I. This agreement may not be modified or supplemented except pursuant to an instrument in writing signed by both parties.

J. All notices under this agreement shall be deemed given four days after mailing to such party at the address stated on the first page hereof.

K. At all times during the term of this agreement, School District shall have the right to enter the facility for the purposes of inspection, maintenance, and repair.

L. Time is of the essence of all obligations hereof.

Intending to be bound hereby, the parties have executed this agreement as of the date stated on the first page hereof.

Pendleton School District 16R

By _____

Printed _____

Title _____

Babe Ruth League of Pendleton, Inc.

By _____

Printed _____

Title _____

ATTACHMENT A

Pendleton School District 16R

Code: KGB

Adopted: 7/12/99

Revised/Readopted: 7/12/10;

9/21/15; 9/19/16

Public Conduct on District Property

No person on district property or grounds, including parking lots, will:

1. Injure or threaten to injure another;
2. Damage the property of another or of the district;
3. Initiate or circulate a report, one knows to be false, concerning an alleged hazardous substance, impending fire, explosion, catastrophe or other emergency that will take place in or upon a school;
4. Violate parking regulations;
5. Drive a vehicle in an unsafe manner;
6. Operate an unmanned aircraft system (UAS) or drone as prohibited by Board policy ECACB Unmanned Aircraft System (UAS) a.k.a. Drone;
7. Impede, delay or otherwise interfere with the orderly conduct of the district's educational program or any other activity taking place on district property which has been authorized by the Board, superintendent, principal or other authorized administrator;
8. Enter any portion of district premises at any time for purposes other than those which are lawful and authorized by district officials;
9. Bring, possess, conceal or use a weapon as prohibited by Board policy JFCJ - Weapons in the Schools and state and federal law;
10. Possess, consume, sell, give or deliver unlawful drugs and/or alcoholic beverages.
Possess, sell, give or deliver drug paraphernalia;
11. Use, distribute or sell tobacco products or inhalant delivery systems;

12. Wear, possess, use, distribute, display or sell any clothing, jewelry, emblem, badge, symbol, sign or other item that is evidence of membership or affiliation with any gang. Use speech or commit any act or omission in furtherance of the interests of any gang or gang activity. A “gang” is defined as a group that identifies itself through the use of a name, unique appearance or language including hand signs, claiming of geographical territory or the espousing of a distinctive belief system that frequently results in criminal activity;

13. Willfully violate Board policies, administrative regulations or school rules designed to maintain public order on district property.

Persons having no legitimate purpose or business on district property or violating or threatening to violate the above rules may be issued a trespass citation, ejected from the premises, and/or referred to law enforcement officials.

END OF POLICY

Legal Reference(s):

ORS 161.015	ORS 332.172	ORS 806.060 to -806.080
ORS 164.245	ORS 336.109	
ORS 164.255	ORS 339.883	OAR 333-015-0025 to -0090
ORS 166.025	ORS 431.840	OAR 581-021-0110
ORS 166.155 to -166.165	ORS 433.835 to -433.990	OAR 584-020-0040(4)(e),(g)
ORS 166.210 to -166.370		

Gun-Free Schools Act, 20 U.S.C. 7151 (2006).
 Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).
 Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2006).

Cross Reference(s):

ECAB - Vandalism/Malicious Mischief/Theft
 ECD - Traffic and Parking Controls
 JFCEA - Secret Societies/Gang Activity
 KGC/GBK/JFCG - Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems