

A G R E E M E N T

AGREEMENT made this ___ day of _____, 2023 by and between the CITY OF BRISTOL, (hereinafter called the "CITY") a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, and Forestville Little League, (hereinafter called the ("FLL") a corporation organized under the laws of the State of Connecticut and having its office in the City of Bristol, County of Hartford and State of Connecticut:

W I T N E S S E T H:

1. In consideration of the annual payment of \$2.00 payable in advance of the first day of January 1, 2024 and annually thereafter and other good and valuable consideration, the CITY grants to said FLL the license, right and privilege to use certain City property, as hereinafter described, for purposes of conducting athletic practice, t-ball and instructional activities related to the game of baseball.

2. These activities shall be conducted on that portion of City property known as:

Peck Park

which shall include the exclusive right to park on the parking areas designated exclusive parking during the time that FLL is conducting activities, and the non-exclusive right to park at any time in the non-exclusive parking area and the non-exclusive right to park in the exclusive parking area when FLL is not conducting activities

and more particularly shown on a map entitled: See Attachment A

3. The term of this Agreement shall be as follows:

- Three (3) years commencing on January 1, 2024 until December 31, 2026.
- Three (3) months prior to the commencement of the Licensing Agreement or it's renewal, FLL shall submit to the Board of Park Commissioners a letter of intent requesting renewal and a list of capital improvements made to FLL since January 1, 2020. An updated list shall be submitted at each licensing renewal and it shall be approved by the Board of Park Commissioners.
- The purpose of this list is to reimburse FLL a fair and equitable amount should the City or FLL decide not to renew the Licensing Agreement.
- If the Licensing Agreement is not renewed, the Board of Park Commissioners shall reimburse FLL the costs of the improvements as previously submitted to the Board less the depreciation of the improvements. The reimbursement figures shall be the cost less 10 years straight line depreciation leaving a net balance due to FLL. (For example: if a scoreboard were installed at a cost of \$10,000 in 2020 and

the City or FLL did not renew the Licensing Agreement in 2023, then the City would reimburse FLL \$7,000. (\$10,000 less \$3,000 depreciation @ \$1,000/yr)

4. It is mutually agreed that FLL shall not have, nor acquire, any title to said premises, or to fixed improvements constructed or to be constructed thereon; and, at the termination of this Agreement shall have no cause, right or claim against the CITY and shall then peaceably vacate said premises; provided however, FLL right to pro-rata reimbursement, as set forth hereinabove, shall remain and be honored in the event this Agreement is cancelled during its term, by act of the CITY.

5. FLL agrees to observe the following conditions:

(A) FLL shall, at its own expense, maintain the field(s), parking area(s), in clean, safe and good condition at all times in compliance with the Board of Park Commissioners Maintenance and Upkeep Standards Policy and promptly comply with reasonable requests of the Board of Park Commissioners, in case the Board cites any breach of this obligation. This commitment shall include the erection of restrictive barriers and chain-link fences to prevent uncontrolled access to the field (s).

(B) FLL will not permit motoring equipment or vehicles to enter the area other than maintenance or emergency vehicles, and agrees to repair any damage that such use may cause.

(C) FLL shall not make alterations to the area, parking area (s) nor construct any structure thereon without written permission of the Board of Park Commissioners. Future improvements such as storage sheds, bleachers, scoreboard or similar items shall not commenced without the written consent of the Board of Park Commissioners, and applicable land use agency approvals.

(D) FLL shall arrange, at its expense, for disposal of trash and shall pick up all litter, etc. generated by events and activities conducted by FLL no later than one (1) business day following such event.

(E) FLL, at its expense, shall take reasonable and timely measures to maintain public order, peace and quite, during its activities, including arrangements for a suitable medical, police and firefighter presence as may be indicated, or become apparent, for and during such activities.

(F) FLL agrees to comply with applicable CITY ordinances, State and Federal statutes and shall require that their members, guests and patrons do the same.

(G) FLL shall provide the Board of Park Commissioners with a written schedule of events which shall conduct or sponsor prior to each calendar quarter and shall provide ten (10) day's written notice of change in said schedule.

(H) It is expressly understood that this Agreement does not grant exclusive rights to FLL for use of the field (s). The CITY expressly retains the rights to use or allow its designees to use said premises for baseball/softball and / or similar uses throughout the term of this Agreement, provided that FLL has no scheduled program, event or contest at such time.

(I) FLL has no right to sell or assign any rights granted under this Agreement.

(J) FLL agrees and covenants to save and keep the CITY, its employees, officers, agents and servants harmless from any and all claims, liability and legal action as may arise from the use of said premises, and to indemnify the said CITY, its employees, officers, agents and servants at all times against any liability, loss, damage, and cost of expense resulting from any injury, loss, damage, accidents or disasters to any persons or property (whether of the public or the employees or agents of FLL or of said CITY or of other persons) occurring on or about said premises, whether due in full or in part to any act or acts of negligence on the part of FLL, its employees, agents, or servants. FLL agrees that it will at all times during the term and duration of this Agreement. At its own expense, keep insured against all liability and expenses with insurance policies written by responsible insurance company lawfully doing business in the State of Connecticut and satisfactory to the CITY. Each and all such policies and insurance shall not contain any provisions under which the liability of the insurance company or companies shall be limited or reduced on account of insurance carried by the CITY. Such policies shall provide that they cannot be cancelled except underwritten notice to the CITY at least ten (10) days prior to the effective date of cancellation. The provisions of said policies and insurance shall be in a form, amount, and substance satisfactory to the City and the Comptroller of the City of Bristol, and a certificate or certificates of insurance shall be delivered to the CITY prior to the effective date of such policies. The CITY shall be named as an additional insured on all said policies and insurances as designated by the Comptroller of the City of Bristol. FLL further agrees to provide the City with a Certificate of Insurance for any Worker's Compensation Insurance that is required by the General Statutes of the State of Connecticut. It is expressly understood that FLL shall not conduct any activity or events or use said premises unless and until all required insurances have been obtained, furnished to the CITY and approved by the CITY hereinbefore provided.

(K) It is further agreed that if FLL violates any of the provisions of this Agreement, then this Agreement shall thereupon, by virtue of this express stipulation therein expire and terminate and FLL privilege to operate or use said premises shall be automatically forfeited. The CITY shall give FLL 30 days written notice of any breach of

this obligation and FLL shall have 30 days from the date of receipt of notice to cure said breach.

6. Notice shall be sent to the parties at the following addresses:

The Honorable Jeffrey Caggiano, Mayor
City of Bristol
111 North Main Street
Bristol, Connecticut 06010

Bristol Little League
c/o Scott Lodge, President
46 Noel Lane
Bristol, Connecticut 06010

or to such other addresses either party shall designate from time to time.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to duplicate of the same tenor and date this ___ day of _____, 2023.

WITNESSES:

CITY OF BRISTOL

By: Mayor Jeffrey Caggiano, Mayor
Duly Authorized by Resolution dated

Bristol Little League

By: Scott Lodge, President
Duly Authorized by Resolution dated
