



Robinson Little League - Facilities Agreement

This Facilities Rental Agreement (“Agreement”) is effective July 8th, 2020, by and between Robinson Little League (RLL), of 200 E Moonlight Dr, Robinson, TX, 76706 (“Lessor”) and _____, of _____, _____, N/A 76706 (“Lessee”). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Robinson Little League (“Facility”) for a Baseball Tournament Rental Fee (“Event”) to be held on _____ at _____.

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at _____ on the date of the Event and will end at _____.

Renter must clean park, pick up trash, and empty trash barrels.

RENTAL FEE

Lessee shall pay to Lessor as a field rental fee for the use by Lessee of the Facility, the sum of \$600.00 for all fields for the weekend (Saturday/Sunday, excluding lights). Breakdown of sum is \$75 per field per day. Lights for the complex are an additional \$50 per hour from January 1 – July 31 of any year. From August 1st – December 31st, no lights shall be run at the complex. Lessee also has the option to buy the rights of RLL use of concession stand at the complex for an additional fee of \$400. Can be discussed prior to each tournament. The balance of the Rental Fee shall be paid in full by Lessee within 3 days from the end of the tournament date by Lessor.

INSURANCE

Lessee agrees that it shall, at its sole cost and expense, procure and maintain general liability insurance. Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor and shall be non-cancelable and no subject to material change except after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

IDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys’ fees), damage, expense, and liability (including statutory liability and liability under workers’ compensation laws) in connections with claims,

judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance that is in force.

“AS-IS” CONDITION

Lessee agrees to accept the Facility in its “as-is” condition “with all faults”.

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity. Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of the Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by lessee;
- C. Termination and cancellation of Agreement due to an Act of God, Act of War, Disease, Plague, Pandemic, Epidemic, or any other reason that cannot be predetermined is up to Lessor, its members, or the City of Robinson.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee’s use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee’s exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee may cancel this Agreement at any time up to day prior to Event date (Tournament) by providing written or verbal notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 1 and 2 days prior to the Event Date, Lessee can be charged 50% of the Rental

Cost any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 1 day prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor.

OTHER INFORMATION

Recap of Rental Agreement. Rental Fee will be for Youngblood Park. \$75 per field, per day. Lights for the complex are an additional \$50 per hour. This rental agreement is valid from January 1st – July 31st of any year. Robinson Little League and Little League teams will have right to reservation first. From August 1st – December 31st, of any year, no lights shall be run at the complex. Lessee agrees to pay an additional \$400 per event if Lessee wants their own food truck in lieu of RLL running concession stand. Robinson Little League will not be responsible for getting the fields ready, cleaning park, or any damages or injuries that could occur during the event. Equipment at Robinson Little League is off-limits to use UNLESS used by a Robinson Little League Volunteer. Agreement can change or update at any time.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Texas.

SIGNATORIES

This Agreement shall be signed by President (or Field Rental Director) on behalf of Robinson Little League and by Lessee _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR
Robinson Little League

BY: _____
President (or Field Rental Director)

LESSEE
_____.

BY: _____