

GRAY/NEW GLOUCESTER LITTLE LEAGUE FIELD
USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2014, by and between the TOWN OF GRAY, a municipal corporation existing under the laws of Maine and located in Cumberland County and State of Maine (the "Town"), and the GRAY/NEW GLOUCESTER LITTLE LEAGUE, a Maine non-profit corporation with a principal place of business in Gray, Maine (the "G/NG Little League").

WHEREAS, the Town owns certain real property in Gray, located behind the old Town offices that fronted on Shaker Road and behind the Russell Elementary School that fronts on Gray Park Road, which property is improved with a regulation sized Little League baseball field diamond ("baseball diamond") and additional curtilage around it, all as more particularly shown on the attached plan entitled Monument Square--Gray, Maine, dated December 2013 (Exhibit A); and

WHEREAS, the G/NG Little League has historically used the same for spring and summer youth recreation purposes as a youth-oriented baseball diamond and wishes to continue to do so in connection with the downtown Gray village re-development plan, known as the Monument Square Master Plan, which plan calls for certain improvements to the baseball diamond and surrounding land and with routine maintenance of the baseball diamond by the Town, but game-specific maintenance, such as striping the baselines to be done by G/NG Little League;

NOW, THEREFORE, the parties agree as follows:

1. General Baseball Diamond Use and Maintenance: The Town hereby authorizes use of the baseball diamond by the G/NG Little League, and the G/NG Little League hereby accepts such use rights from the Town, in both instances subject to the terms and conditions of this Use and Maintenance Agreement, for the baseball diamond located behind the Russell Elementary School on Gray Park Road. On or before May 1 of each year during the term hereof, the G/NG Little League shall provide the Town with a written schedule of its required use of the baseball diamond for try-outs, practices, games and other directly related events. The Town shall acknowledge each year in writing receipt of the same to avoid scheduling conflicts.

Except as may be expressly agreed upon in writing by the parties, the Town shall continue to provide general operating maintenance to the baseball diamond from May 1 through August 31 of each year, in a manner generally consistent with use of the same for youth baseball games and practice. The parties shall share, after meeting and discussing, the expense of any needed capital repairs for the overall facility, such as maintaining the

Attachment: gngll 04152014 (#101-14 : Little League Agreement)

structures on and around the baseball diamond complex like the public seating/bleachers, dugouts for the players and refreshment stand and public restrooms. The Town's general operating maintenance obligations shall include maintaining the playing field, including keeping the grass mowed and the dirt infield in playing condition; maintaining the surrounding land areas as reasonably in keeping with past maintenance practice to allow for the general public to have an enjoyable recreation experience; and providing paper and cleaning products for the restrooms and refreshment stand; HOWEVER, responsibility for general clean-up of the field, the refreshment stand, restrooms and bleachers after use of the facility shall be the responsibility of whichever party used the facility or sponsored the event, *i.e.*, generally the G/NG Little League for its baseball games and practices and the Town or SAD No. 15 for any uses or events they sponsor.

2. G/NG Little League Maintenance: G/NG Little League shall be responsible for game-day field preparation, such as striping the baselines, putting down the bases and operating the scoreboard and refreshment stand. In using the baseball diamond, the G/NG Little League agrees not to engage in waste or spoliation of the property or any of its improvements.

The Town will allow the G/NG Little League to erect sponsorship/advertising signs during game season. The G/NG Little League agrees to assure advertising/sponsors signs are erected in the appropriate places, such as along the outfield fence(s) and on the refreshment stand; are not offensive or otherwise inconsistent with the family/youth recreation orientation of the facility; are not political; and, remain in good repair while installed and will be taken down at the end of game season and appropriately stored away until the next summer season.

3. Game Day Screening: Notwithstanding any other provisions hereof, the G/NG Little League shall be responsible to put in place a screening or other protective device, reasonably agreeable to the Town and School Administrative District No. 15, protecting the areas along the third baseline and all the way out to the left field foul pole to protect citizens and school children from foul balls and errant throws. The parties anticipate that this moveable screening device shall be affixed to the fencing along the third baseline and put in place for the duration of each baseball game and batting practice and will be removed immediately thereafter. It must be at least ten (10) feet in height.

4. Utilities: The G/NG Little League shall make a good faith effort each year to contribute money to the Town to defray its fair share of the costs of utilities provided to the facility, such as electricity and watering.

5. Defense and Indemnification: The G/NG Little League shall defend and indemnify the Town, SAD No. 15, and their respective officers, agents and employees from any claims for injury or property damage arising from any organized baseball game or practice activities on the baseball diamond. The G/NG Little League shall also

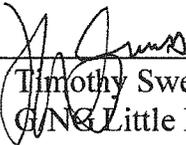
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purchase liability insurance with an insurer licensed to do business in the State of Maine in an amount less than \$400,000.

6. Duration and Termination of Use and Maintenance Agreement: This Use and Maintenance Agreement shall remain in effect on a rolling, year-to-year basis unless (a) either party notifies the other NLT January 1 that it wishes to terminate the Agreement for convenience for the up-coming summer season or (b) one party is in substantial breach of a material term of this Agreement and fails to cure such breach within a reasonable time, given the nature of the obligation, after receipt of written notice from the non-breaching party. In either case, any decision by the Town will be made by vote of the Town Council, and the indemnification and other obligations assumed hereunder shall survive any such termination.

G/NG LITTLE LEAGUE

TOWN OF GRAY

By:  _____
Timothy Sweeney
G/NG Little League, President

By: _____
Deborah S. Cabana, Its Town Manager
Duly authorized

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