

# REAL ESTATE LEASE

This Real Estate Lease (“Lease”) is made and entered into by and between the **City of Fort Wayne Board of Park Commissioners** (“Lessor”), the **Fort Wayne Baseball Federation, and Fort Wayne Community Schools** (each a “Lessee” and together “Lessees”).

**Lessor**, for good and valuable consideration, including the covenants of Lessees herein contained, does hereby lease to Lessees the Carrington Field Baseball Diamond in Daryl B. Cubin Memorial Park, located at 724 North Coliseum Boulevard, Fort Wayne, IN 46805 (the “Premises or the “Diamond”). A description of the Premises and the **Daryl B. Cobin Memorial Park** (“Park”) is attached hereto and made a part hereof as Exhibit A.

**The Lease** shall commence on January 1, 2024, and shall continue through December 31, 2028 (“Term”). Either Lessor or Lessees may terminate this Lease for any reason with or without cause upon 90 days prior written notice to the non-terminating party.

- 1.) Lessor shall at its cost perform the following services on or about the Park and the Premises during the Term, when and as deemed appropriate by Lessor:
  - a.) Perform pond maintenance.
  - b.) Trim shrubs and trees.
  - c.) Annually provide and apply mulch to the landscaped areas.
  - d.) Surface, resurface, seal, reseal, stripe, or re-stripe parking lot serving the Premises.

In addition, Lessor shall grant each Lessee during its respective playing season during the Term: (i) exclusive vending rights for the Premises; (ii) one (1) permanent scoreboard advertisement and seasonal outfield fence advertising opportunities following applicable Parks and Recreation Department policies (all advertisers to be approved in advance by Lessor); (iii) exclusive use of the Premises; (iv) the right to secure the Premises to preserve the playing condition of the Diamond (Lessees shall provide Lessor with a duplicate set of keys to the Premises so that Lessor may have continual access to the same).

- 2.) **Lessees** jointly and severally agree at their cost to perform the following services in, on, and about the Park and the Premises during the Term:
  - a.) Maintain the Premises and the Park including but not limited to parking lot, landscape beds, scoreboard, fencing, netting, dugouts, lights, off-site trash removal, mowing up to the pond, and concession area.
  - b.) Maintain the Diamond in playable condition in accordance with established Parks and Recreation Department standards and policies. Maintenance of the Premises includes but is not limited to fertilizing, seeding, weed control, mowing, dragging, lining, filling, and leveling.
  - c.) Obtain prior written approval from Lessor for any improvements, additions, or renovations made to the Premises or the Park by Lessees.
  - d.) Obtain all required permits for the sale of concessions from the Allen County Board of Health and Parks and Recreation Department.
  - e.) Obtain written approval from the Lessor of all fee schedules implemented by Lessees including but not limited to user, spectator, and concession fees.

- f.) Enforce the “No Alcohol in the Park” policy.
- g.) Hold Lessor and the City of Fort Wayne harmless from and against all claims and legal actions against Lessor and the City of Fort Wayne for any personal injury, property damage, or death sustained by any player, coach, participant, umpire, employee, spectator, or any other person on or about the Premises or the Park arising out of or related to the leasing, use, management, operation, control scheduling of the

**Premises by Lessees.**

- h.) Carry liability insurance with limits of at least \$500,000 per occurrence and \$2,000,000 aggregate for personal injury, death, and property damage. Such insurance shall name Lessor and the City of Fort Wayne as additional insureds and loss payees thereunder and shall provide that Lessor shall receive 30 days advance written notice in the event of termination, cancellation, or non-renewal of such insurance coverage. Lessees shall provide Lessor with certificates of insurance annually during the Term which evidences compliance with this Section 2. h.
- 3.) Unless specifically ascribed to a specific lessee in this section, the performance of Lessees’ covenants shall be their joint and several obligations during the Term:
- a.) Maintain the Park and the Premises following standards and policies established by the Parks and Recreation Department. Lessee Fort Wayne Community Schools shall maintain the Park and Field during the high school baseball season. Lessee Fort Wayne Baseball Federation shall maintain the Park and the Field throughout the year, with the exception of the high school baseball season.
  - b.) Repair any damages caused to the Park or the Premises by the general public.
  - c.) Provide Port-A-Johns for events as needed and as determined by the

**Lessor.**

- d.) Lessee Fort Wayne Community Schools shall pay for water, sewer, and stormwater service utilities to the Premises and the Park in their entirety. Those City utilities accounts shall be placed in the name of Fort Wayne Community Schools. Lessee Fort Wayne Baseball Federation shall pay for all electricity use. The Field’s electric utility account shall be placed in the name of the Fort Wayne Baseball Federation.
  - e.) Work in good faith and on a timely basis with individuals, groups, and organizations desiring to schedule the use of the Premises during the baseball off-season (mid-August through the end of October). Such third-party users, their proposed uses, and the fees charged to such third-party users shall be approved in advance by Lessor.
  - f.) Lessee Fort Wayne Baseball Federation shall mow the grass turf areas inside the bullpen and infield areas of the Diamond as shown in attached Exhibit “A” from June 1 to October 31. Lessee Fort Wayne Community Schools shall mow the aforementioned areas from November 1 to May 31.
  - g.) Lessee Fort Wayne Community Schools shall winterize the Premises annually during the Term including but not limited to a drinking fountain, irrigation, quick couplers, RV hookup center, and windscreen.
4. In the case of a flood event, Lessor and Lessees will cooperate in the development and execution of a plan to repair, renovate, and clean- up the Park and Premises as a result of such a flood event.

5. **This Lease** may be terminated immediately by Lessor upon notice to Lessees upon the occurrence of any of the following events:
- Failure of Lessees to satisfactorily maintain, repair, and improve the Premises and the Park as determined solely by Lessor.
  - Violation by either Lessee of any policy of Lessor or the Parks and Recreation Department, as determined by Lessor.
  - Violation of any City of Fort Wayne Ordinance, as determined by Lessor.
  - Breach of any term or provision of this Lease, as determined by Lessor.
6. Any notice required or permitted under this Lease shall be in writing and shall be deemed given or made when personally delivered to the respective party to whom such notice is directed or upon receipt when sent by United States certified mail, postage prepaid, to the address below:

**For Lessor:** **Fort Wayne Parks and Recreation, Director**  
705 E. State Blvd.  
Fort Wayne, IN 46805

**For Lessees:** **Fort Wayne Baseball Federation, President**  
P O Box 245  
New Haven, IN 46774

**Fort Wayne Community Schools**  
Darren P. Hess, Director of Facilities  
1200 South Clinton Street  
Fort Wayne, IN 46802

7. **Lessees** may not jointly or severally assign this Lease, or sublet the Premises or any portion thereof without the prior written consent of this Lease. No such assignment of this Lease, or subletting of the Premises, shall release Lessees from their joint and several obligations hereunder, all of which shall remain in full force and effect in accordance with the terms hereof.

**In Witness Whereof**, the parties hereto have executed this Lease as of the 14 days of **October 12, 2023, to be effective as of the 1st day of January 2024.**

**LESSEES:**

\_\_\_\_\_  
**RICHARD BROWN, PRESIDENT**

\_\_\_\_\_  
**DATE**

**FORT WAYNE BASEBALL FEDERATION**

\_\_\_\_\_  
**DARREN HESS, DIRECTOR FACILITIES  
FORT WAYNE COMMUNITY SCHOOLS**

\_\_\_\_\_  
**DATE**

**CITY OF FORT WAYNE BOARD OF PARK COMMISSIONERS - FORT WAYNE  
PARKS & RECREATION DEPARTMENT**

**ATTEST:**\_\_\_\_\_  
**BOARD SECRETARY, DIRECTOR**

\_\_\_\_\_  
**DATE**



**APPROVED AS TO  
FROM AND LEGALITY:**

\_\_\_\_\_  
**CITY ATTORNEY**

**Exhibit "A"**

Write a description for your map.

**Legend**

-  Carrington Field
-  Daryl B. Cobin Memorial Park

