

REAL ESTATE LEASE

This Real Estate Lease (hereinafter the "Lease"), made and entered into by and between the **City of Fort Wayne Board of Park Commissioners** (hereinafter the "Lessor"), and the **Indiana District Ten Little League** (hereinafter the "Lessee".)

The Lessor, in consideration of the rent of an annual fee of \$1.00 and covenants herein contained, does hereby lease the following baseball/softball fields in Fort Wayne, Indiana. **Foster Park #1, #2, #3 and Foster West, Hamilton Park, and Bob Arnold (Northside) Park (collectively the "Diamonds")**.

The lease shall commence on January 1, 2022 and shall continue through December 31, 2026, subject to Lessor's right to schedule the Diamonds for use by third parties during the baseball/softball off season (the "Lease Term"). Either party may terminate this lease for any reason with a 60 day written notice to the other party.

The Lessor shall at all times during the Lease Term:

Perform Spring inspection and repairs as needed to the Diamonds as determined by Lessor.

Provide and install home plate and pitching rubber.

Install bases and anchors.

Provide ball diamond mix unless written permission is given to Lessee by Lessor.

Perform major renovations as determined by Lessor (drainage, crown, etc.).

Perform necessary and required repairs to all **Lessor owned** and installed facilities and structures (backstops, fences, benches, bleachers, etc.) as determined by Lessor.

Mow each ball diamond on a 9-12 day cycle to coincide with the Lessor's scheduled park mowing.

Pick up and empty established trash stations. Lessor will determine placement and amount of trash containers.

The Lessee shall at all times during the Lease Term:

Maintain the diamonds in presentable condition during the season (e.g. cut down weeds, clean up trash).

Maintain infields, outfields, and practice areas during season (field lining, dragging, filling and or leveling of irregularities as desired).

Maintain and timely repair of Lessee's installed facilities, dugouts, fences, scoreboards, buildings and any other amenities in the Parks.

Supply bases and anchors per Lessor's specifications (1" square type).

Be responsible for additional mowing outside of Lessor's scheduled cycle.

Maintain and replace lights and pay lighting costs.

No commercial advertising may be displayed at any Diamond without prior written approval of the Lessor.

Be responsible for any improvements, additions, or renovations to the Diamonds which shall require prior written approval of the Lessor.

Make Diamonds available for Wildcat and other groups when and as determined by the Lessor.

Pay all applicable vendor fees annually.

Provide Lessor with contact information for each Lessee representative for each Diamond by January 1st of each year during the Lease term.

Provide Lessor with the schedule for use of the Diamonds prior to March 15th of each year during the Lease term and notify of any schedule changes as soon as they are known to Lessee.

Permit Lessor's use of the Diamonds for Lessor sponsored programs and activities which do not interfere with the regularly scheduled use of the Diamonds by Lessee. (i.e. summer playground daytime activities).

Lessee shall indemnify, hold harmless, defend, release and forever discharge Lessor and the City of Fort Wayne and their respective officers, commissioners, directors, employees, representatives and authorized agents (collectively "Indemnitees") from and against any and all liability, damages, claims, demands, charges, costs and expenses (including legal costs and reasonable attorney fees) of any kind or nature which Indemnitees (or any Indemnitee) incur for personal injury (including death) or property damage occurring out the activities of Lessor or any coach, player, participant, umpire, employee, spectator or other third party which arises or is alleged to have arisen directly or indirectly from Lessee's lease, possession, control or use of the Diamonds hereunder.

Carry its own liability insurance with limits of at least \$1,000,000/person and \$1,000,000/occurrence for personal injury (including death) and property damage. Such insurance shall name Lessor as an additional insured and shall not be cancellable for any reason prior to 30 days written notice thereof to Lessor. The Lessee shall keep on file with the Lessor a valid and current certificate of such insurance.

This Lease may be terminator by Lessor at any time upon (30) day's written notice to Lessee under the following circumstances:

- Failure of the Lessee to satisfactorily maintain the facilities;
- Violation of Park Board policies, City Ordinances, or any of the terms and conditions of this agreement by the Lessee;
- Any other breach of this lease by Lessee which is not cured to Lessor's satisfaction within 30 days written notice of default to Lessee.

Written Notice shall be sent to:

For Lessor: City of Fort Wayne
Board of Park Commissioners
705 E. State Blvd.
Fort Wayne, IN 46805

For Lessee: District Ten Little League-Northeast Indiana
President: Gary Gable
2506 Oakridge Road

