

SKIPPACK TOWNSHIP

LOWER PERKIOMEN LITTLE LEAGUE LEASE

THIS LEASE AGREEMENT (“Lease”), made this day of , 2021, by and between the **SKIPPACK TOWNSHIP (“Township”)** and the **LOWER PERKIOMEN LITTLE LEAGUE (“LPLL”)**. Township and LPLL are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS, Township desires to lease certain real estate consisting of youth athletic fields, facilities and related improvements (“**Premises**”) located at the Township’s public parks best known as Palmer Park and Jeanne Rosset French Memorial Park (collectively “**Parks**”) which Premises are more particularly depicted and described on the plan attached hereto and incorporated herein as Exhibit “A”; and,

WHEREAS, LPLL desires to occupy and use the Premises for the purpose of playing and coaching youth baseball and youth softball, and activities directly related thereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, Township and Skippack agree as follows:

1. TERM AND TERMINATION

The initial term of this Lease shall be for 10 years commencing January 1, 2021 and ending December 31, 2030 unless terminated earlier pursuant to the terms hereof (“**Term**”). Either Party may terminate this Lease for any reason, or no reason, upon 120 days written notice (“**Notice Period**”) to the other Party. By the end of the Notice Period, LPLL shall vacate the Premises and remove all LPLL equipment from the Premises, leaving all buildings in broom swept condition and the Premises in at least as good condition as they were at the time of the execution of this Lease. In the event Skippack terminates this Lease pursuant to this Section 1 or as a result of a material breach of any provision of this Lease by LPLL, this Lease shall be null and void, LPLL shall not be reimbursed for any expenditures on or improvements made to the Premises by LPLL, and the Parties shall be released from any and all further liability or obligation hereunder.

2. RENTAL FEE

LPLL agrees to pay rent of \$1.00 per year for the use of the subject Premises.

3. PERMITTED USES

A. LPLL shall have use of the Premises including the baseball fields, softball fields, snack bar, press box, bathroom facilities, and all auxiliary buildings and improvements related to the baseball and softball fields.

B. LPLL’s use of the Premises is limited to March 1 through October 31 of each year, weather permitting. LPLL’s use of the Premises is limited to youth sports including weekday and weekend practices and games (including but not limited to games against other youth sports organization teams) as scheduled by LPLL. LPLL shall have the first right to use the Premises provided however, in the event the Township desires to hold a Township event on the Premises not identified during the annual meeting identified in Section 3.D. 2., the Township and LPLL shall meet and discuss ways in which to minimize the impact of the Township event on LPLL’s use of the Premises at least 30 days in advance of the event. Unless agreed otherwise agreed in writing by the

Parties, LPLL's use of the Premises will be in accordance with the Township's Parks Field Lighting and Speaker Restrictions ("Restrictions"), a current copy of which is attached hereto and incorporated herein as Exhibit "B". The Restrictions may be modified or waived from time to time at the sole discretion of the Township, including for specific dates or LPLL events. If LPLL does not comply with the Restrictions, Skippack may, at the discretion of the Township Manager, suspend or revoke LPLL's use of the Lights and/or Speakers.

C. LPLL shall not use the premises for non-youth sports events, including but not limited to fundraising events, carnivals, flea markets, dog shows or like activities.

D. Prior to the annual use of the Premises, the LPLL leadership will meet with the Township Manager (preferably between January 2 and April 15) and other officials designated by the Township to:

1. Update the LPLL organization officers and contact information.
2. Review, discuss and set a schedule of LPLL field use and Township use; provided that the Township will have final decision making authority with respect to scheduling of Township events on the Premises.

4. LPLL may, at its sole cost and expense, make such changes, alternations or improvements as may be necessary to fit the Premises for the intended use, subject to the requisite Township approvals, applicable Township ordinances and regulations, and compliance with all rules and regulations of any third party having jurisdiction over LPLL's activities. All buildings, fixtures and improvements of every kind installed by LPLL on the Premises, shall remain the property of the Township upon termination of the Lease; however, LPLL shall remove all of its equipment and leave the buildings and improvements in broom swept condition.

5. MAINTENANCE

A. LPLL agrees to maintain the Premises and surrounding area, including mowing and trimming of grass, policing of litter and trash and annual maintenance (collectively "Maintenance"). Maintenance also includes, but is not limited to, the painting and upkeep of the backstop, fences, stands and dugout and other structures, if any, on the Premises. Township will conduct an annual inspection of the Premises on or before November 21 of each year of the Term to determine if additional Maintenance is needed. LPLL will provide labor and materials for all Maintenance of the Premises, and for lining the playing fields and all preparation, policing, clean-up and break down for all LPLL events. Skippack will mow the Premises in accordance with its usual mowing schedule for the Parks. All additional mowing, all weed control and all fertilization of the Premises (including a 25' buffer area around each playing field) will be provided by the LPLL throughout the year. LPLL shall be responsible for set-up and break-down of all temporary fencing and for crowd control for all LPLL events. LPLL shall repair any damages done to the Premises by LPLL or its invitees.

6. UTILITIES

LPLL is responsible for all utility bills from January 1st until December 31st of each year.

7. PARKING/TRAFFIC

LPLL shall be permitted to use the parking facilities currently in place or hereinafter constructed on the Premises during LPLL events. There shall be no parking of vehicles or other

mobile objects and/or structures on the grass portions of the Premises or Parks unless otherwise approved by the Township and only those areas designated as parking lots/facilities shall be utilized as same. LPLL shall be responsible for the control of parking and traffic during LPLL events. LPLL will not allow attendees to park at the Township Administrative Building during LPLL events without the express written permission of the Township.

8. INDEMNIFICATION AND INSURANCE

A. LPLL does further covenant that during the term of this Lease and during the regular baseball season, it shall assume full responsibility for the care, custody and control of the real property subject to this Lease, and will indemnify and hold harmless the Township from any and all claims, loss, cost or damages, including attorneys' fees, that may arise in connection with this Lease and/or the use of the park property by LPLL, its agents, employees, and invitees utilizing the Premises for the intended use.

B. LPLL further agrees to deliver to the Township offices on an annual basis, a copy of the LPLL public liability insurance policy on or before the anniversary date of this Lease in amounts acceptable to the Township. LPLL shall also add the Township as an additional insured under its insurance policy, and cause the Township to be named as an additional insured under the insurance policy of any other youth sports organization whose team(s) play or practice on the Premises.

C. This Agreement constitutes a Lease by a political subdivision of the Commonwealth of Pennsylvania for recreational purposes, and accordingly, the parties intend for the grantor and grantee to be entitled to the protections provided to an owner or lessee of land under the Pennsylvania Recreational Use of Land and Water Act, 68 P.S. 477-1, et seq.

9. MISCELLANEOUS

A. Unless expressly set forth herein, LPLL shall comply at all times with Skippack Township Ordinances relating to park rules and LPLL does further covenant that it will ensure compliance with said ordinances by its agents, players, spectators and invitees.

B. LPLL shall be permitted to sell and hang banner signs on the outfield fences (foul pole to foul pole) of the youth athletic fields located on the Premises, the proceeds from which shall belong to LPLL. LPLL shall obtain approval from the Township of the content of the banner sign or any other sign before installing such signs on the Premises. All signs shall comply with applicable Township standards.

C. All covenants made by both Skippack and LPLL are to be deemed essential and the breaching of any one of them by either Party shall be a material breach of this Lease. In the event of a breach of this Lease by LPLL, Skippack may terminate this Lease upon 10 days' notice to LPLL. Additionally, LPLL acknowledges and agrees that, in the event of a breach of this Lease by LPLL, Skippack hereby authorizes the Skippack Township Manager to immediately revoke or suspend LPLL's right to use the Premises, Lights and/or Speakers at the Skippack Township Managers sole discretion without any additional action by the Skippack Township Board of Supervisors. This Lease may not be assigned by LPLL without the express written permission of Township.

D. Skippack hereby authorizes the Skippack Township Manager, in his/her sole discretion, to grant or deny the discretionary permissions expressly identified in this Lease without additional action by the Skippack Township Board of Supervisors.

F. The Parties agree that the foregoing covenants and agreements contained herein shall be binding upon their respective successors and assigns.

G. This Lease and performance hereunder shall be governed by the laws of the Commonwealth of Pennsylvania.

**SKIPPACK TOWNSHIP
BOARD OF SUPERVISORS**

**LOWER PERKIOMEN
LITTLE LEAGUE**

By: _____
Name: Franco D'Angelo
Title: Chair

By: _____
Name:
Title:

EXHIBIT "A"

Plan of the Premises

EXHIBIT "B"

Palmer Park and Jeanne Rosset French Memorial Park

Field Lighting and Speaker Restrictions

- Field lights on the Premises ("Lights") must be turned off when fields are not in use.
- Lights may only be turned on at dusk unless otherwise approved, in writing, by the Township.
- Lights must be properly maintained and shielded.
- Lights must be turned off by 10:00 PM Monday through Saturday; and 8:00 PM on Sunday.
- No additional or temporary lights may be used on the Premises without the express written permission of the Township.
- The speakers and sound systems on the Premises ("Speakers") may only be used to play the National Anthem before a game and to announce batters during games (no play-by-play announcing or walk-up music). Use of the Speakers during practices is prohibited.
- Speakers must be directed at the playing fields.
- Speakers may not be used before 9:00 AM or after 9:00 PM without the express written permission of the Township.
- No portable speakers, portable sound systems, boom boxes, tailgate speakers or the like may be used on the premises without the express written permission of the Township.