



**BASEBALL FIELD LICENSE AGREEMENT
BETWEEN PFLUGERVILLE ISD AND THE PFLUGERVILLE LITTLE LEAGUE,
DBA, PFLUGERVILLE AREA YOUTH BASEBALL AND SOFTBALL ("PAYBAS")**

THIS BASEBALL FIELD LICENSE AGREEMENT ("Agreement") is made and entered into effective as of the date of the last signature below, by and between the **PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT**, a public school district based in Pflugerville, Texas ("Licensor" or "PflISD"), and **THE PFLUGERVILLE LITTLE LEAGUE, DBA, PFLUGERVILLE AREA YOUTH BASEBALL AND SOFTBALL ("PAYBAS")**, a Texas non-profit organization ("Licensee"), jointly referred to as ("**Parties**").

RECITALS

A. Baseball Field Properties. Licensor is the owner of certain real properties known as:

Approximately 12 acres of property, located near the Pflugerville Elementary School, with address 701 Immanuel Rd., Pflugerville, Texas 78660, and more particularly described in Exhibit "A" attached and incorporated herein. This Agreement will refer to hereinafter as the "**Baseball Field.**"

B. Licensee is a non-profit organization that facilitates and administers youth baseball and softball programs in accordance with rule and regulation of PONY League Baseball and Diamond League Softball. These baseball services are provided in the city limits of the City of Pflugerville and the territorial jurisdiction of PflISD. Historically, PAYBAS has used the Baseball Field to provide these services.

C. Both Parties recognize that such sports serve a public purpose in providing community engagement and involvement for the citizens of the City of Pflugerville and students of PflISD. While Licensor typically charges a reasonable fee for community use, Texas law allows for governmental entities to coordinate on use of resources for public purposes such as those undertaken by PAYBAS. As such, the Licensor may choose to waive any facilities use fees for public purpose.

D. Pflugerville Independent School District welcomes the use of facilities owned by the District by outside organizations, entities, or groups; however, such use of District facilities shall not be permitted when it interferes with the educational program of any campus or District-scheduled activities, including facility maintenance and/or repair projects.

NOW, THEREFORE, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a use license to the Baseball Field, its employees, agents, sponsors, contractors, and suppliers, and to event participants and spectators, for the sole purpose of youth baseball and softball related events in order for the public and students to participate and attend events.
2. Term. The term of this Agreement shall be for five years, beginning on the date of execution of this Agreement. The term may be renewed for five (5) consecutive terms of one (1) year each by mutual, written agreement.
3. Use of Baseball Field. The Baseball Field will be used by PAYBAS during the baseball and softball season, as needed. Licensee may also access the Baseball Field for clean-up purposes, as needed.
4. License Payment. Licensor will not charge fees to Licensee for the use of the Baseball Field. In consideration of the License granted hereunder, Licensee shall maintain the Baseball Field as stated in Section 6. below.
5. Duties of PfISD.
 - a. Meet with PAYBAS annually, at a mutually agreeable time and place. The Parties may meet at other times, as needed and agreed to by the Parties.
 - b. Allow PAYBAS to exclusively use the Property for the purpose of conducting games, tournaments, festivals, and approved practice sessions during the term of this Agreement.
 - c. Allow PAYBAS to sell food, drink and other concession items at PAYBAS hosted events for the purpose of raising funds to support PAYBAS activities.
6. Duties of PAYBAS.
 - a. Prior to the beginning of the season PAYBAS will provide PfISD with written dates of the season, in the form attached hereto as Exhibit "B". If changes occur, PAYBAS will reach out to designated personnel as soon as that information is known.
 - b. Prohibit play on or use of fields when weather conditions create a risk of personal injury or damage to the fields.
 - c. Mark all lines in fields, and provide equipment, supplies and personnel for this purpose.
 - d. Meet with PfISD annually, at a mutually agreeable time and place. The Parties may meet at other times, as needed and agreed to by the Parties.
 - e. Pay all utility services costs for the Baseball Field, including water and electricity.
 - f. PAYBAS will maintain the Baseball and Softball Fields, including regular mowing and field maintenance, and maintain all permanent installations, including bathrooms.
7. Improvements. PAYBAS must notify PfISD of any planned improvements to the Baseball and Softball Fields that are permanent structures, prior to construction. It is the responsibility of Licensee to obtain all permits needed for any construction. Upon termination of this Agreement, all improvements that are permanent structures will be the property of PfISD.

8. Insurance. Licensee must furnish evidence of liability coverage for the event(s) prior to approval for use. Proof of insurance shall consist of a Certificate of Insurance provided by Licensee's insurance provider licensed in Texas. Pflugerville ISD must be named as Additional Insured and Certificate Holder, as listed below:

Pflugerville Independent School District
2021 Crystal Bend Drive
Pflugerville, TX 78660
Attn: Facility Rental Office

Effective dates must cover the date of the event(s). The minimum insurance limits shall be:

- Minimum of \$1,000,000 for general liability, each occurrence.
- Minimum of \$500,000 for automobile liability, each occurrence. (Required only if Licensee will be using vehicles to transport anything onto Licensor's property.)
- Minimum of \$100,000 for worker's compensation, each occurrence. (Required only if Licensee hires any staff or contracts out any service that will be performing any manual labor on Licensor's property.)
- Minimum of \$25,000 for medical expense (any one person). (Required only if event includes physical activity, such as but not limited to baseball, football, basketball, camps, etc.)

The insurance carrier must hold a minimum "A" rating from A.M. Best Company. Licensor reserves the right to determine the acceptability of a carrier regardless of its rating. The notice of cancellation of policy must include a 30-day notice of cancellation, 60-day notice of nonrenewal, and 30-day notice of material changes ("material changes" herein shall mean changes in the scope of the policy coverage."). Cancellation of insurance also cancels any License Agreements, whether pending or currently in place, until proof of insurance can be provided to Licensee. Access to Licensor's facilities shall not be permitted until the insurance has been screened and approved.

Certificate of Insurance may be emailed but the original copy must be sent to: Pflugerville ISD, 2021 Crystal Bend Dr., Pflugerville, Texas 78660 Attention: Facility Rental Office.

9. Remedial Action. If any member of the public using the License Areas as provided in this Agreement parks illegally or in areas designated for use by others, or in driveways, fire lanes or areas not striped for general parking, or otherwise in violation of Licensor's rules and regulations or otherwise in violation of the terms of this Agreement, then, (i) Licensee shall promptly take any and all action reasonably necessary to cure such default, and (ii) without limiting Licensor's other rights under this Agreement or law, (1) Licensee hereby recognizes the right of Licensor to tow away from the Baseball Fields or any other portion of Licensor's properties, vehicles located thereon in violation of this Agreement, and (2) Licensee hereby recognizes the right of Licensor to provide citations or notices of violation to vehicles located on the Property in violation of this Agreement.

10. Liability. Damages to Licensor's property shall be the sole responsibility of the Licensee. Licensee agrees to repair any and all damage beyond normal wear and tear at Licensee's sole expense as soon as practicable.

11. Indemnity. PAYBAS will indemnify, hold harmless and defend the PfISD and its officers, agents and employees, both corporately and individually, from all suits, actions, claims assessments, fines and/or penalties, damages, personal injuries, losses, property damage and expenses of any character whatsoever, brought for or on account of any injuries or damages received or sustained by any person or persons or party arising from any use of or defect in the Baseball Fields or any personal property located on the Baseball and Softball Fields, to the extent that such are caused by a negligent act of PAYBAS, its agents or volunteers, or any subcontractor, in the execution, supervision and operations growing out of or in any way connected with, in incidental to the performance of the Agreement.

12. Requirements. Licensee agrees to the following:

- a. Licensee accepts the Baseball and Softball Fields as-is and understands Licensee has the obligation to inspect the Baseball and Softball Fields to ensure they are adequate for their use by Licensee. Licensor makes no representation as to the fitness for the purpose of Licensee's intended use.
- b. Licensee is responsible for keeping all emergency access clear at all times.
- c. Licensee shall not knowingly allow any parking on grass, in fire lanes, by fire hydrants, or blocking driveways. Handicap accessible routes must be kept clear, and only those eligible to park in handicap spaces may use them.
- d. Licensee understands and agrees that, in the interest of public safety, Licensor's properties used pursuant to this License Agreement are subject to camera surveillance.
- e. Licensee's right to use the Baseball and Softball Fields is only for the sole purpose of youth baseball and softball activities, and relating to public events as provided herein.
- f. Licensee may provide security or traffic direction and enforcement in the Baseball and Softball Fields with the understanding that Licensor is not responsible for the safety or security of Licensee or Licensee's invitees using the Baseball and Softball Fields.
- g. No parking shall be allowed on any unpaved portion of the Premises, except for areas specifically marked on Exhibit A. Lessor may change the areas where parking is permitted at its discretion and with proper notice to Lessee.
- h. Licensee shall not knowingly permit the public to access any District buildings or other facilities beyond the Baseball and Softball Fields.
- i. Licensee agrees to ensure that the Baseball and Softball Fields are clear of all trash and debris and to return the Baseball and Softball Fields to their pre-license condition within a time period as may be agreed upon between Licensor and Licensee. If Licensee fails to return to the Baseball and Softball Fields to their pre-license condition, Licensor has the right to charge a reasonable fee for any cleaning work incurred by Licensor to return the Baseball and Softball Fields to their prior condition. Licensee agrees to pay any and all reasonable cleaning fees within thirty (30) days of receipt of the requested amount.

- j. Signs may not be displayed outside the Baseball and Softball Fields earlier than necessary (which shall mean no earlier than two calendar days in advance) to provide reasonable notice to the public for the event of the parking availability. No artificial lighting may be used to illuminate outside signage. All outside signs/banners must be removed immediately after the conclusion of the scheduled public event.

13. Notices. Any notice required by this Agreement, or by law, shall be given in writing in person, by mail or facsimile to the parties at the following addresses:

<u>To Licensor:</u> Pflugerville Independent School District Attn: Superintendent 1401 W. Pecan St Pflugerville, TX 78660	<u>To Licensee:</u> PAYBAS, Texas Pflugerville Area Baseball and Softball Attn: Britanni Rivera, President P.O. Box 944 Pflugerville, Texas 78691
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In the event of an emergency, Licensee agrees to provide immediate notice pursuant to the following protocol:

CONTACT THE DISTRICT'S FACILITY RENTAL SUPERVISOR & EMERGENCY ON-CALL AT 512-748-0431/512-594-0250.

14. Termination. Licensor has the right to refuse and/or terminate this Agreement at its sole discretion for the following: sale of the Baseball Field; planned construction or capital improvement projects; space availability, failure to pay any facilities fee in a timely fashion (if applicable), failure to comply with all requirements above, recurring losses and/or damage, and/or reckless, dangerous, or irresponsible behavior of the Licensee or their guests. When applicable, Licensor may provide Licensee with a grace period of up to ninety (90) days to cure any breach or failure to comply with the Agreement and avoid Termination. In all other situations, Licensor will provide Licensee with no less than ninety (90) days' notice of Termination.

15. No Assignment by Licensee. This Agreement may not be assigned by Licensee, in whole or in part.

16. Independent Contractor. PAYBAS operates under this Agreement as an independent contractor, and not as an officer, agent, servant or employee of PflSD. PAYBAS has exclusive control of and right to control the details of work it performs under this Agreement, and all personnel performing such work. PAYBAS is solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. No person participating in or performing any of PAYBAS' duties under this Agreement will be considered an officer, agent, servant or employee of PflSD.

17. Books, Records, and Reporting. PAYBAS must keep records of any expenditures made and provide PflSD an annual report of its financial activities and status. Such annual report will also include the number of teams and players registered during the reporting year, gross receipts

collected, and capital improvements completed. The records of PAYBAS will be available and must keep records and documentation of expenditures available for at least 3 years.

18. Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This document may also be signed electronically.

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

LICENSOR: PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT a Texas public school district By: _____ Title: _____ Date: _____	LICENSEE: PAYBAS, Pflugerville Area Baseball and Softball By: _____ Title: _____ Date: _____
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EXHIBIT A

BASEBALL FIELDS

Being the southern portion of the Pflugerville Elementary School property located on Immanuel Road in Pflugerville, Texas and bounded by Immanuel Road on the west, Pigeon Forge Road on the south, Gatlinburg Subdivision in the east, and the paved parking lot of Pflugerville Elementary School on the north.

Parking indicated by yellow areas shown on map.



EXHIBIT B

WRITTEN DATES OF THE SEASON

DATE(S)	EVENT(S)	TIME(S)
August 16,2024	Registration Ends	11:59 PM
August 17, 2024	Evaluations (All players will be selected onto a team this is to make sure they are able to safely play in their age division)	9:00AM
August 24, 2024	Field Maintenance Day	8:00AM-12:00PM
August 26, 2024	First Official Week of Practices	5:30PM - 8:30PM
September 7, 2024	Field Maintenance Day	8:00AM - 12:00PM
September 14, 2024	Opening Day	9:00AM
October 12, 2024	No Games/PFISD Fall Break	
November 16, 2024	In House End of Season Tourney 3rd Annual Pfall Pfest	All Day