



MEMORANDUM

From the Office of the
Township Manager

TO: BOARD OF SUPERVISORS
FROM: CHRISTOPHER BASHORE
RE: PROPOSED BALLFIELD USE AGREEMENTS
DATE: MARCH 7, 2023

Before the Board of Supervisors this evening are Ballfield Use Agreements with the various organizations that utilize the fields in the Township's park system. The proposed agreements would be with:

- East Side Little League – for use of fields at West Goshen Community Park and Cloud Park
- West Side Little League – for use of fields at West Goshen Community Park
- West Chester Girls Softball Association – for use of fields at West Goshen Community Park

The current agreements expired in November 2022 and the proposed agreements before the Board this evening would begin with the new league season. Each agreement would cover a period of five (5) years and would charge annual fee of \$5,000 per year for the leagues to use the fields. Please be advised that the fees proposed are the same as what is currently being charged.

Please let me know if you have questions. Thank you.

BALLFIELD USE AGREEMENT

This **BALLFIELD USE AGREEMENT** (this "Agreement") is made and entered into this ____ day of _____, 2023, by and between **THE TOWNSHIP OF WEST GOSHEN**, a Township of the Second Class organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (the "Township"), **EAST SIDE LITTLE LEAGUE ASSOCIATION**, a Pennsylvania non-profit corporation (the "League").

BACKGROUND

WHEREAS, the Township is the owner of that certain parcel of real property located at the intersection of Fern Hill Road and North Five Points Road and more particularly identified by the Board of Assessment of Chester County, Pennsylvania as Tax Map Parcel No. 52-3-117.6-E (the "Property"); and

WHEREAS, the Property is developed as a municipal park known commonly as the West Goshen Community Park and is improved with a baseball/softball field known as Flagg Field (the "Community Park Ballfield"); and

WHEREAS, the Township is the owner of that certain parcel of real property located at 1247 Ashbridge Road and more particularly identified by the Board of Assessment of Chester County, Pennsylvania as Tax Map Parcel No. 52-3A-501-E (the "Property"); and

WHEREAS, the Property is developed as a municipal park known commonly as Cloud Park and is improved with one (1) baseball field (the "Cloud Park Ballfield"); and

WHEREAS, the Community Park Ballfield and the Cloud Park Ballfield shall collectively be referred to herein as the "Ballfields"; and

WHEREAS, pursuant to certain Agreements dated February 28, 1996 (the "1996 Agreement"), March 16, 2006 (the "2006 Agreement") and March, 2012 (the "2012 Agreement") the Township agreed to allow the League to use the Ballfields on and subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to its terms, the 1996 Agreement expired at the conclusion of the League's 2005 season; the 2006 Agreement expired at the conclusion of the League's 2011 season and the 2012 Agreement expired on November 15, 2022.

WHEREAS, on and subject to the terms and conditions set forth in this Agreement, the Township is willing to allow the League to continue to use the Ballfields.

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Agreement, other good and valuable consideration, the receipt and lawful sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Township and the League agree as follows:

1. Incorporation of Recitals. The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.

2. Use of Ballfields. On and subject to the terms of this Agreement, the League shall be permitted to use the Ballfields between 5:00 P.M. and dusk on Mondays through Fridays, during daylight hours on Saturdays and during daylight hours on Sundays; provided that the Ballfields may only be used on Sundays to the extent necessary to conduct rain date make-up games. Such use shall be limited to between March 15th and November 15th during each calendar year during the Term (as hereinafter defined). The League's use of the Ballfields shall be for the sole and exclusive purpose of conducting little league baseball games, practice sessions and honorary events related to baseball and softball. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, the permission granted to the Leagues hereunder neither is, nor shall be, exclusive of the right of the Township to allow the use of the Ballfields by any other individual(s) or entity(ies).

3. Term of Agreement. Subject to the Township's right to terminate this Agreement pursuant to Section 8 of this Agreement, the term of this Agreement (the "Term") shall be for five playing seasons which shall commence at 12:00 A.M. on March 15, 2023 (the "Commencement Date") and shall expire at 11:59 P.M. prevailing local time in the Township on November 15, 2027.

4. Fees. The fee for the League's use of the Ballfields is and shall be Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Total Fee") to be paid by the League in five (5) equal installments of Five Thousand and 00/100 Dollars (\$5,000.00) each on or before February 15th of each year during the Term (each, a "Use Payment") by certified check payable to the Township.

5. Scheduling of Use of Ballfields. Simultaneously with the League's submission of each Use Payment the League shall submit to the Township a complete list of those dates and times of day on each date during that calendar year on and at which the League shall desire to use the Ballfields, it being expressly acknowledged by the League that the availability of the Ballfields to the League and to other entities or individuals shall be determined by the Township on a first-come, first served basis.

6. Non-Use. If the Township receives a request to use one of the Ballfields that is the subject of this Agreement on a date when the League is scheduled to use it, the Township may contact the League and request to use same. If the League's plans have changed and it no longer intends to use the Ballfield on such date, the Township shall be permitted to allow another party to use same. If the League denies approval but then fails to use the Ballfield on such requested date on three consecutive occasions, the League shall pay to the Township a fee of Five Hundred and 00/100 Dollars (\$500.00) for each day, or portion thereof, after such third occurrence on which the League's use of the Ballfields was scheduled pursuant to Section 5 of this Agreement and on which the League did not make actual use of the Ballfields.

7. Maintenance. The Township shall be responsible for the normal and regular care and maintenance of the Ballfields pursuant to a schedule to be adopted by the Township annually during the Term. The Township's obligations under this Section 7 of this Agreement include the mowing, fertilizing and watering of grass provided, however, that the League shall be responsible for raking the Ballfields and baselines located thereon and for picking-up trash and debris after each use thereof.

8. Termination of Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the Township shall have the absolute right to terminate this Agreement upon forty (40) days prior written notice to the League provided, however, that such notice shall be given, if at all, no later than January 1st of any year during the Term in order for the same to be effective with regard to the little league baseball season to occur during that year and, if given later than January 1st of any year during the Term, such termination shall not be effective until the expiration of the little league season to occur during that year. If this Agreement is terminated by the Township pursuant to this Section 8 of this Agreement, the Total Fee shall be reduced to an amount equal to Five Thousand and 00/100 Dollars (\$5,000.00) for each year during the Term during which this Agreement was in full force and effect and the League shall be credited for payments theretofore made to the Township hereunder.

9. Insurance. Prior to the Commencement Date the League shall obtain, and shall thereafter maintain in full force and effect during the Term, one or more policy or policies of liability insurance with regard to the League and the activities of it, its employees, volunteers, member teams, players, players' parents and its and their guests and invitees at or with regard to the Ballfields. Such policy or policies of insurance shall be written by insurance companies licensed to do business in the Commonwealth of Pennsylvania, be otherwise acceptable to the Township, shall have minimum liability limits, either singly or in the aggregate, of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) in the aggregate and shall name the Township, its officers, agents, employees and contractors as additional insureds thereunder. Any policy or policies of insurance maintained by the League pursuant to this Agreement shall not be terminable except upon thirty (30) days prior written notice to the Township by the insurer thereunder and shall contain waivers of subrogation with regard to the Township and its officers, agents, employees and contractors. Prior to the commencement of each year in the Term, the League shall produce evidence of its compliance with this Section 9 of this Agreement in form satisfactory to the Township and its counsel. To the extent that the League has any employees or relationships with any other parties for whom or which the League is required under applicable law to provide workers' compensation benefits, the League shall obtain, and shall maintain in force during the Term, workers' compensation insurance in the statutory minimum levels required in the Commonwealth of Pennsylvania.

10. Indemnification. Except as with regard to damages, liability, actions, claims, expenses, fees and demands arising directly out of the gross negligence or willful misconduct of the Township and, then, only to the limit thereof determined by applying principles of comparative negligence, the League shall indemnify, defend (with counsel selected by the Township) and hold harmless the Township, its officers, agents, employees and contractors from and against any and all damages, liability, actions, claims and expenses, fees and demands (including without limitation, attorneys' fees and costs) in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence occasioned wholly or in part by any act or omission of the League and/or its employees, volunteers, member teams, players, players' parents and its and their guests and invitees. This Section 10 of this Agreement shall survive the expiration of the Term or the earlier termination of this Agreement.

11. No Lease. This Agreement is not, and does not establish, create or constitute, a leasehold estate in the League with regard to the Ballfields.

12. Binding Effect; Assignment. This Agreement is and shall be binding upon, and inure to the benefit of, the League and the Township and each of its and their respective successors and assigns provided, however, that this Agreement may not be assigned in whole or part by the League to any individual or entity without the prior written consent of the Township, which such consent may be withheld, conditioned or delayed by the Township in its sole and absolute discretion.

13. Notices. Any notice, payment or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (a) by overnight courier prepaid by the sender or (b) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the address set forth below or such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be

deemed to be the date notice was given. This Section 13 of this Agreement shall survive the expiration of the Term or the earlier termination of this Agreement.

If to the Township:

Township of West Goshen
1025 Paoli Pike
West Chester, Pennsylvania 19380
Attention: Township Manager

If to the League:

The East Side Little League of West Chester, Inc.
P. O. Box 2112
West Chester, PA 19380

14. Authority. The League represents and warrants to the Township that the League has taken all necessary steps to authorize the League's entry into this Agreement. The individual executing this Agreement on behalf of the League represents and warrants to the Township that such individual is authorized to do so and to thereby bind the League to the terms and conditions hereof.

15. Provisions Severable. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions.

17. Captions. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

18. Amendments. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, this Agreement may not be modified except by a written instrument signed by each of the parties hereto.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded as an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Township and the League caused this Agreement to be executed the day and year first above written.

THE TOWNSHIP OF WEST GOSHEN,
a Township of the Second Class

By: its Board of Supervisors

By: _____
Name: Shaun Walsh
Title: Chairman

By: _____
Name: Ashley Gagne
Title: Vice-Chairman

By: _____
Name: Robin Stuntebeck
Title: Member

By: _____
Name: John Hellman
Title: Member

By: _____
Name: Tinamarie Smith
Title: Member

EAST SIDE LITTLE LEAGUE,
a Pennsylvania non-profit corporation

By: _____

Name: Len Chylack

Title: _____

BALLFIELD USE AGREEMENT

This **BALLFIELD USE AGREEMENT** (this "Agreement") is made and entered into this ____ day of ____, 2023, by and between **THE TOWNSHIP OF WEST GOSHEN**, a Township of the Second Class organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (the "Township"), **WEST SIDE LITTLE LEAGUE ASSOCIATION**, a Pennsylvania non-profit corporation (the "League").

BACKGROUND

WHEREAS, the Township is the owner of that certain parcel of real property located at the intersection Fern Hill Road and North Five Points Road and more particularly identified by the Board of Assessment of Chester County, Pennsylvania as Tax Map Parcel No. 52-3-117.6-E (the "Property"); and

WHEREAS, the Property is developed as a municipal park known commonly as the West Goshen Community Park and is improved with three (3) baseball/softball fields (collectively, the "Ballfields"); and

WHEREAS, pursuant to certain Agreements dated February 28, 1996 (the "1996 Agreement"), March 16, 2006 (the "2006 Agreement") and March __, 2012 (the "2012 Agreement") the Township agreed to allow the League to use the Ballfields on and subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to its terms, the 1996 Agreement expired at the conclusion of the League's 2005 season; the 2006 Agreement expired at the conclusion of the League's 2011 season and the 2012 Agreement expired November 15, 2022.

WHEREAS, on and subject to the terms and conditions set forth in this Agreement, the Township is willing to allow the League to continue to use the Ballfields.

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Agreement, other good and valuable consideration, the receipt and lawful sufficiency of which

is hereby acknowledged, and intending to be legally bound hereby, the Township and the League agree as follows:

1. Incorporation of Recitals. The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.

2. Use of Ballfields. On and subject to the terms of this Agreement, the League shall be permitted to use the Ballfields between 5:00 P.M. and dusk on Mondays through Fridays, during daylight hours on Saturdays and during daylight hours on Sundays; provided that the Ballfields may only be used on Sundays if necessary to conduct rain date make-up games. Such use shall be limited to between March 15th and November 15th during each calendar year during the Term (as hereinafter defined). The League's use of the Ballfields shall be for the sole and exclusive purpose of conducting little league baseball games, practice sessions and honorary events related to baseball and softball. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, the permission granted to the Leagues hereunder neither is, nor shall be, exclusive of the right of the Township to allow the use of the Ballfields by any other individual(s) or entity(ies).

3. Term of Agreement. Subject to the Township's right to terminate this Agreement pursuant to Section 8 of this Agreement, the term of this Agreement (the "Term") shall be for five playing seasons which shall commence at 12:00 A.M. on March 15, 2023 (the "Commencement Date") and shall expire at 11:59 P.M. prevailing local time in the Township on November 15, 2027.

4. Fees. The fee for the League's use of the Ballfields is and shall be Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Total Fee") to be paid by the League in five (5) equal installments of Five Thousand and 00/100 Dollars (\$5,000.00) each on or before February 15th of each year during the Term (each, a "Use Payment") by certified check payable to the Township.

5. Scheduling of Use of Ballfields. Simultaneously with the League's submission of each Use Payment the League shall submit to the Township a complete list of those dates and times of day on each date during that calendar year on and at which the League shall

desire to use the Ballfields, it being expressly acknowledged by the League that the availability of the Ballfields to the League and to other entities or individuals shall be determined by the Township on a first-come, first served basis.

6. Non-Use. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, the League shall provide not less than seventy-two (72) hours prior notice to the Township, in the person of the Township Parks Superintendent or the Township Manager, if the League will not make use of the Ballfields for the entire time for which such use shall be scheduled on a particular day pursuant to Section 5 of this Agreement. If the League fails to provide such notice three (3) or more times in any given calendar year during the Term, the League shall pay to the Township a fee of Five Hundred and 00/100 Dollars (\$500.00) for each day, or portion thereof, after such third occurrence on which the League's use of the Ballfields was scheduled pursuant to Section 5 of this Agreement and on which the League did not make actual use of the Ballfields.

7. Maintenance. The Township shall be responsible for the normal and regular care and maintenance of the Ballfields pursuant to a schedule to be adopted by the Township annually during the Term. The Township's obligations under this Section 7 of this Agreement include the mowing, fertilizing and watering of grass provided, however, that the League shall be responsible for raking the Ballfields and baselines located thereon and for picking-up trash and debris after each use thereof.

8. Termination of Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the Township shall have the absolute right to terminate this Agreement upon forty (40) days prior written notice to the League provided, however, that such notice shall be given, if at all, no later than February 1st of any year during the Term in order for the same to be effective with regard to the little league baseball season to occur during that year and, if given later than February 1st of any year during the Term, such termination shall not be effective until the expiration of the little league season to occur during that year. If this Agreement is terminated by the Township pursuant to this Section 8 of this Agreement, the Total Fee shall be reduced to an amount equal to Five Thousand and 00/100 Dollars (\$5,000.00) for each year during the Term during which this Agreement was in full force and

effect and the League shall be credited for payments theretofore made to the Township hereunder.

9. Insurance. Prior to the Commencement Date the League shall obtain, and shall thereafter maintain in full force and effect during the Term, one or more policy or policies of liability insurance with regard to the League and the activities of it, its employees, volunteers, member teams, players, players' parents and its and their guests and invitees at or with regard to the Ballfields. Such policy or policies of insurance shall be written by insurance companies licensed to do business in the Commonwealth of Pennsylvania, be otherwise acceptable to the Township, shall have minimum liability limits, either singly or in the aggregate, of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) in the aggregate and shall name the Township, its officers, agents, employees and contractors as additional insureds thereunder. Any policy or policies of insurance maintained by the League pursuant to this Agreement shall not be terminable except upon thirty (30) days prior written notice to the Township by the insurer thereunder and shall contain waivers of subrogation with regard to the Township and its officers, agents, employees and contractors. Prior to the commencement of each year in the Term, the League shall produce evidence of its compliance with this Section 9 of this Agreement in form satisfactory to the Township and its counsel. To the extent that the League has any employees or relationships with any other parties for whom or which the League is required under applicable law to provide workers' compensation benefits, the League shall obtain, and shall maintain in force during the Term, workers' compensation insurance in the statutory minimum levels required in the Commonwealth of Pennsylvania.

10. Indemnification. Except as with regard to damages, liability, actions, claims, expenses, fees and demands arising directly out of the gross negligence or willful misconduct of the Township and, then, only to the limit thereof determined by applying principles of comparative negligence, the League shall indemnify, defend (with counsel selected by the Township) and hold harmless the Township, its officers, agents, employees and contractors from and against any and all damages, liability, actions, claims and expenses, fees and demands (including without limitation, attorneys' fees and costs) in connection with the loss of life, personal injury and/or damage to personal and real property arising from or out of any occurrence occasioned wholly or in part by any act or omission of the League and/or its

employees, volunteers, member teams, players, players' parents and its and their guests and invitees. This Section 10 of this Agreement shall survive the expiration of the Term or the earlier termination of this Agreement.

11. No Lease. This Agreement is not, and does not establish, create or constitute, a leasehold estate in the League with regard to the Ballfields.

12. Binding Effect; Assignment. This Agreement is and shall be binding upon, and inure to the benefit of, the League and the Township and each of its and their respective successors and assigns provided, however, that this Agreement may not be assigned in whole or part by the League to any individual or entity without the prior written consent of the Township, which such consent may be withheld, conditioned or delayed by the Township in its sole and absolute discretion.

13. Notices. Any notice, payment or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (a) by overnight courier prepaid by the sender or (b) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the address set forth below or such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given. This Section 13 of this Agreement shall survive the expiration of the Term or the earlier termination of this Agreement.

If to the Township:

Township of West Goshen
1025 Paoli Pike
West Chester, Pennsylvania 19380
Attention: Township Manager

If to the League:

West Side Little League
1006 Marlin Drive
West Chester, PA 19382

14. Authority. The League represents and warrants to the Township that the League has taken all necessary steps to authorize the League's entry into this Agreement. The individual executing this Agreement on behalf of the League represents and warrants to the Township that such individual is authorized to do so and to thereby bind the League to the terms and conditions hereof.

15. Provisions Severable. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions.

17. Captions. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

18. Amendments. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, this Agreement may not be modified except by a written instrument signed by each of the parties hereto.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded as an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Township and the League caused this Agreement to be executed the day and year first above written.

THE TOWNSHIP OF WEST GOSHEN,
a Township of the Second Class

By: its Board of Supervisors

By: _____
Name: Shaun Walsh
Title: Chairman

By: _____
Name: Ashley Gagne
Title: Vice-Chairman

By: _____
Name: Robert Stuntebeck
Title: Member

By: _____
Name: John Hellman
Title: Member

By: _____
Name: Tinamarie Smith
Title: Member

WEST SIDE LITTLE LEAGUE,
a Pennsylvania non-profit corporation

By: _____

Name: David Harvey

Title: _____

BALLFIELD USE AGREEMENT

This BALLFIELD USE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2023, by and between THE TOWNSHIP OF WEST GOSHEN, a Township of the Second Class organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (the "Township"), WEST CHESTER GIRLS SOFTBALL ASSOCIATION, a Pennsylvania non-profit corporation (the "League").

BACKGROUND

WHEREAS, the Township is the owner of that certain parcel of real property located at the intersection Fern Hill Road and North Five Points Road and more particularly identified by the Board of Assessment of Chester County, Pennsylvania as Tax Map Parcel No. 52-3-117.6-E (the "Property"); and

WHEREAS, the Property is developed as a municipal park known commonly as the West Goshen Community Park and is improved with three (3) baseball/softball fields (collectively, the "Ballfields"); and

WHEREAS, pursuant to certain Agreements dated February 28, 1996 (the "1996 Agreement"), March 16, 2006 (the "2006 Agreement") and March ____, 2012 (the "2012 Agreement") the Township agreed to allow the League to use the Ballfields on and subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to its terms, the 1996 Agreement expired at the conclusion of the League's 2005 season, the 2006 Agreement expired at the conclusion of the League's 2011 season and the 2012 Agreement expired on November 15, 2022.

WHEREAS, on and subject to the terms and conditions set forth in this Agreement, the Township is willing to allow the League to continue to use the Ballfields.

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Agreement, other good and valuable consideration, the receipt and lawful sufficiency of which

is hereby acknowledged, and intending to be legally bound hereby, the Township and the League agree as follows:

1. Incorporation of Recitals. The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.

2. Use of Ballfields. On and subject to the terms of this Agreement, the League shall be permitted to use the Ballfields between 5:00 P.M. and dusk on Mondays through Fridays, during daylight hours on Saturdays and during daylight hours on Sundays; provided that the Ballfields may only be used on Sundays to conduct rain date make-up games. Such use shall be limited to between March 15th and November 15th during each calendar year during the Term (as hereinafter defined). The League's use of the Ballfields shall be for the sole and exclusive purpose of conducting little league baseball games, practice sessions and honorary events related to baseball and softball. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, the permission granted to the Leagues hereunder neither is, nor shall be, exclusive of the right of the Township to allow the use of the Ballfields by any other individual(s) or entity(ies).

3. Term of Agreement. Subject to the Township's right to terminate this Agreement pursuant to Section 8 of this Agreement, the term of this Agreement (the "Term") shall be for five playing seasons which shall commence at 12:00 A.M. on March 15, 2023 (the "Commencement Date") and shall expire at 11:59 P.M. prevailing local time in the Township on November 15, 2027.

4. Fees. The fee for the League's use of the Ballfields is and shall be Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Total Fee") to be paid by the League in five (5) equal installments of Five Thousand and 00/100 Dollars (\$5,000.00) each on or before February 15th of each year during the Term (each, a "Use Payment") by certified check payable to the Township.

5. Scheduling of Use of Ballfields. Simultaneously with the League's submission of each Use Payment the League shall submit to the Township a complete list of those dates and times of day on each date during that calendar year on and at which the League shall

desire to use the Ballfields, it being expressly acknowledged by the League that the availability of the Ballfields to the League and to other entities or individuals shall be determined by the Township on a first-come, first served basis.

6. Non-Use. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, the League shall provide not less than seventy-two (72) hours prior notice to the Township, in the person of the Township Parks Superintendent or the Township Manager, if the League will not make use of the Ballfields for the entire time for which such use shall be scheduled on a particular day pursuant to Section 5 of this Agreement. If the League fails to provide such notice three (3) or more times in any given calendar year during the Term, the League shall pay to the Township a fee of Five Hundred and 00/100 Dollars (\$500.00) for each day, or portion thereof, after such third occurrence on which the League's use of the Ballfields was scheduled pursuant to Section 5 of this Agreement and on which the League did not make actual use of the Ballfields.

7. Maintenance. The Township shall be responsible for the normal and regular care and maintenance of the Ballfields pursuant to a schedule to be adopted by the Township annually during the Term. The Township's obligations under this Section 7 of this Agreement include the mowing, fertilizing and watering of grass provided, however, that the League shall be responsible for raking the Ballfields and baselines located thereon and for picking-up trash and debris after each use thereof.

8. Termination of Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the Township shall have the absolute right to terminate this Agreement upon forty (40) days prior written notice to the League provided, however, that such notice shall be given, if at all, no later than February 1st of any year during the Term in order for the same to be effective with regard to the little league baseball season to occur during that year and, if given later than February 1st of any year during the Term, such termination shall not be effective until the expiration of the little league season to occur during that year. If this Agreement is terminated by the Township pursuant to this Section 8 of this Agreement, the Total Fee shall be reduced to an amount equal to Five Thousand and 00/100 Dollars (\$5,000.00) for each year during the Term during which this Agreement was in full force and

effect and the League shall be credited for payments theretofore made to the Township hereunder.

9. Insurance. Prior to the Commencement Date the League shall obtain, and shall thereafter maintain in full force and effect during the Term, one or more policy or policies of liability insurance with regard to the League and the activities of it, its employees, volunteers, member teams, players, players' parents and its and their guests and invitees at or with regard to the Ballfields. Such policy or policies of insurance shall be written by insurance companies licensed to do business in the Commonwealth of Pennsylvania, be otherwise acceptable to the Township, shall have minimum liability limits, either singly or in the aggregate, of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) in the aggregate and shall name the Township, its officers, agents, employees and contractors as additional insureds thereunder. Any policy or policies of insurance maintained by the League pursuant to this Agreement shall not be terminable except upon thirty (30) days prior written notice to the Township by the insurer thereunder and shall contain waivers of subrogation with regard to the Township and its officers, agents, employees and contractors. Prior to the commencement of each year in the Term, the League shall produce evidence of its compliance with this Section 9 of this Agreement in form satisfactory to the Township and its counsel. To the extent that the League has any employees or relationships with any other parties for whom or which the League is required under applicable law to provide workers' compensation benefits, the League shall obtain, and shall maintain in force during the Term, workers' compensation insurance in the statutory minimum levels required in the Commonwealth of Pennsylvania.

10. Indemnification. Except as with regard to damages, liability, actions, claims, expenses, fees and demands arising directly out of the gross negligence or willful misconduct of the Township and, then, only to the limit thereof determined by applying principles of comparative negligence, the League shall indemnify, defend (with counsel selected by the Township) and hold harmless the Township, its officers, agents, employees and contractors from and against any and all damages, liability, actions, claims and expenses, fees and demands (including without limitation, attorneys' fees and costs) in connection with the loss of life, personal injury and/or damage to personal and real property arising from or out of any occurrence occasioned wholly or in part by any act or omission of the League and/or its

employees, volunteers, member teams, players, players' parents and its and their guests and invitees. This Section 10 of this Agreement shall survive the expiration of the Term or the earlier termination of this Agreement.

11. No Lease. This Agreement is not, and does not establish, create or constitute, a leasehold estate in the League with regard to the Ballfields.

12. Binding Effect; Assignment. This Agreement is and shall be binding upon, and inure to the benefit of, the League and the Township and each of its and their respective successors and assigns provided, however, that this Agreement may not be assigned in whole or part by the League to any individual or entity without the prior written consent of the Township, which such consent may be withheld, conditioned or delayed by the Township in its sole and absolute discretion.

13. Notices. Any notice, payment or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (a) by overnight courier prepaid by the sender or (b) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the address set forth below or such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given. This Section 13 of this Agreement shall survive the expiration of the Term or the earlier termination of this Agreement.

If to the Township:

Township of West Goshen
1025 Paoli Pike
West Chester, Pennsylvania 19380
Attention: Township Manager

If to the League:

West Chester Girls Softball Association
P. O. Box 2462
West Chester, PA 19380

14. Authority. The League represents and warrants to the Township that the League has taken all necessary steps to authorize the League's entry into this Agreement. The individual executing this Agreement on behalf of the League represents and warrants to the Township that such individual is authorized to do so and to thereby bind the League to the terms and conditions hereof.

15. Provisions Severable. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions.

17. Captions. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

18. Amendments. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, this Agreement may not be modified except by a written instrument signed by each of the parties hereto.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded as an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Township and the League caused this Agreement to be executed the day and year first above written.

THE TOWNSHIP OF WEST GOSHEN,
a Township of the Second Class

By: its Board of Supervisors

By: _____
Name: Shaun Walsh
Title: Chairman

By: _____
Name: Ashley Gagne
Title: Vice-Chairman

By: _____
Name: Robert Stuntebeck
Title: Member

By: _____
Name: John Hellman
Title: Member

By: _____
Name: Tinamarie Smith
Title: Member

WEST CHESTER GIRLS SOFTBALL ASSOCIATION,

a Pennsylvania non-profit corporation

By: _____

Name: Chuck Opperman

Title: _____