

LEASE FOR BASEBALL FIELDS

THIS LEASE is made effective _____, 2025 ("Effective Date") between the Town of Yorktown, Indiana ("Lessor"), and Yorktown Junior Athletic Association, Inc. ("Lessee"), a not-for-profit Indiana entity, as follows:

1. Land. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the real estate located in the Town of Yorktown, Delaware County, Indiana, more particularly described on "Exhibit A" attached hereto ("Land" or "fields"). Lessor shall remain the owner of the Land at all times during the term of this Lease. Lessee shall have the right to use parking available at the Sports Complex in conjunction with other users.

2. Term. The term of this Lease shall be for a period of twenty (20) years, commencing with the Effective Date of this Lease.

3. Rent. Lessee shall pay to Lessor as rent for the Land the sum of One Dollar (\$1.00) per calendar year during the term of this Lease, payable on July 1 of each year. The first year's rent shall be payable on the Effective Date of this Lease. Rent may be paid in advance.

4. Building. Lessee may, at its own expense, construct upon the Land maintenance and/or concession buildings ("Buildings"). Before constructing such Buildings, the plans must be approved by Lessor, which approval shall not be unreasonably withheld. Lessee shall obtain all necessary permits and observe all applicable federal, state, and local laws and regulations with regard to the construction of the Buildings. Lessee shall remain the owner of the Buildings at all times during the term of this Lease. Lessee may keep any revenue generated from its concession sales.

5. Right to Mortgage. Lessee shall have the right to mortgage its interest in the Buildings and the Land in order to secure a loan to finance the construction or any subsequent reconstruction or remodeling of the Buildings.

6. Utilities and Maintenance of Buildings.

- a. Lessee shall pay all charges for utilities to the Buildings, including electricity, gas, cable, internet, water, and wastewater/sewer as applicable.
- b. Lessee shall be responsible for all costs of maintenance and repair to the Buildings.
- c. Lessor will supply water and sewer services for the use of Lessee, and Lessee shall pay for these services at the same rate and on the same terms as other customers of the water and wastewater utilities.

7. Baseball Field Construction and Maintenance.

- a. Lessor performed the initial construction of the Baseball fields by grading and seeding the Land, and by providing the necessary piping and equipment for drainage and irrigation. Lessor shall maintain these improvements.
- b. Any additional capital improvements necessary on the general Land shall be the responsibility of Lessor.
- c. Any additional improvements not necessary but desired on the general Land, or repairs specific to the Baseball fields, dugouts, fencing, or Buildings, shall be the responsibility of Lessee.
- d. Lessor will perform rough mowing of the Land when necessary.
- e. Lessee will perform the finer maintenance on the fields, which includes but is not limited to striping, fertilizing, close mowing, and turf repair. Lessee may hire, at their sole expense, contractors to perform such maintenance.
- f. Lessee shall maintain a repair fund with substantial enough assets to handle the needed maintenance and repairs and shall provide proof of same to Lessor in conjunction with the proof of tax payments as outlined in paragraph 8 below.

8. Taxes and Assessments. Lessee shall pay, on or before the due date, all real estate taxes and assessments and all personal property taxes which shall become due and payable after the Effective Date of this Lease with respect to the Buildings. Proof of payment of all taxes and assessments required to be paid by this paragraph shall be provided by Lessee to Lessor every May and November.

9. Insurance. Lessee shall obtain and maintain in force at all times during the term of this Lease the following types of insurance in at least the following amounts:

- (a) casualty insurance covering all improvements located on the Land against normal hazards in an amount equal to the initial cost of constructing the improvements;
- (b) comprehensive general public liability insurance with respect to the Land and all improvements located thereon, covering Lessee and Lessor against property damage, bodily or personal injury or death with liability limits of at least \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate; and
- (c) workers' compensation coverage in the amounts required by law.

Proof of the insurance coverage required by this paragraph shall be furnished upon request.

10. Indemnification. To the extent not covered by insurance, Lessee shall indemnify and hold Lessor harmless from any and all liability, claims and actions (including all costs incurred in defending same) resulting from Lessee's use and occupancy of the Land and Buildings during the term of this Lease.

11. Use. Lessee shall use the Land and Buildings in an appropriate manner, consistent with all applicable laws and regulations, and shall not cause toxic or hazardous substances to be

used or stored on the Land or Buildings. The purpose for which Lessee is using the Land and Buildings, is and shall remain Baseball practice and games, and Lessee is obligated to provide an organized youth Baseball program which benefits the residents of the Town of Yorktown as well as benefiting other persons who reside outside the Town. Lessee shall allow the Land to be used by other entities with valid subordinate leases with Lessor ("Subordinate Lessees"), and/or by the general public, for purposes not inconsistent with Lessee's use and not harmful to the fields at all times when not in use by Lessee. Lessee shall be responsible for coordination of scheduling with Subordinate Lessees.

13. Quiet Enjoyment. Lessor warrants that Lessee, if it pays the rent and observes all of the provisions of this Lease, shall have the quiet and peaceable enjoyment and possession of the Land, free from any claims of Lessor or anyone claiming by or through Lessor.

14. Rights on Default. If either party shall fail to perform or observe any provision of this Lease to be performed or observed by such party, and if such failure shall not be corrected within thirty (30) days after receipt of written notice from the non-defaulting party of the specific failure, then such party shall be in default and the non-defaulting party shall have the right to terminate this Lease by a written notice of termination delivered to the defaulting party. The rights provided for herein shall be in addition to any other rights available to the parties at law.

15. Early Termination of Lease. Lessor reserves the right to terminate this Lease before the term expires, with twelve (12) months' advance notice to Lessee in writing, in the event that the Lessor, in its sole discretion, determines that Lessee is not using the Land for its intended purpose, that Lessee has disbanded, or that the conduct of Lessee and its agents and members breaches the peace, breaks the law, or is intolerable to the concepts of good sportsmanship and public cooperation at the Sports Complex. Lessor reserves the right to terminate this Lease immediately upon the occurrence of any activity or circumstance posing an imminent threat to the safety of persons or property.

16. Notices. Any notice required by this Lease shall be deemed given if delivered to a party either personally or by United States mail or private carrier with return receipt requested at the following addresses:

- (a) If to Lessor:
Town of Yorktown, Indiana
Attention: Town Manager
9312 West Smith Street
Yorktown, Indiana 47396
- (b) If to Lessee:
Yorktown Junior Athletic Association, Inc.
Post Office Box 18
Yorktown, IN 47396

17. Dispute Resolution. Before any action is filed regarding any dispute arising between the parties under this Lease, the dispute shall be first discussed by representative of the parties. If the dispute is not resolved by the representatives, then the parties shall secure the services of a qualified, independent mediator, selected by agreement of the parties, to assist them in resolving the dispute. The costs of mediation shall be born equally by the parties. The parties agree to fully participate in the mediation process in good faith.

18. Independent Contractors. The parties are independent contractors with respect to each other and nothing in this Lease shall be construed to create a partnership, joint venture, agency, or employment relationship.

19. Assignment. Neither party shall assign its rights or obligations under this Lease without the express written consent of the other. Such consent shall not be unreasonably withheld.

20. Entire Agreement. This Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings or agreements between the parties. Any prior lease entered into by the parties is null and void upon execution of this Agreement.

21. Amendment. This Lease may not be amended in any way subsequent to the date of execution except by an instrument in writing executed on behalf of each of the parties hereto.

22. Applicable Law. This Lease shall, in all respects, be construed in accordance with the laws of the State of Indiana.

23. Recording Memorandum. This Lease shall not be recorded, but a memorandum of this Lease signed by the parties, describing the Land, term, and parties may be recorded by Lessee in the office of the Recorder of Delaware County, Indiana if so desired.

IN WITNESS WHEREOF, the parties have caused this Lease to be signed by their respective duly authorized officer on the dates set forth below.

Dated: _____

TOWN OF YORKTOWN, INDIANA

By: _____

Printed Name: _____

Title: _____

LESSOR

Dated: _____

YORKTOWN JUNIOR ATHLETIC ASSOCIATION, INC.

By: _____

Printed Name: _____

Title: _____

LESSEE