

LICENSE AGREEMENT

This license agreement (hereinafter referred to as “**Agreement**”) is entered by and between Nueces County (“**County**”), acting through its duly authorized agent whose business address is 901 Leopard, Room 303, Corpus Christi, TX 78401 (hereinafter County is referred to as “**Licensor**”), and Oilbelt Little League acting through its authorized agent, Chad Wood, President, whose business address is 11325 IH-37, Corpus Christi, Texas 78410, Corpus Christi, Texas (“**Licensee**”). For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

PURPOSE AND TERM

Article 1. Licensor hereby grants to Licensee the privilege and license to use a specified area of Licensor owned property located at 3910 Cliff Crenshaw St., Corpus Christi, Texas 78410, in Northwest Corpus Christi (the “**Venue**”) located in Nueces County, Texas during the Term of this Agreement for the purpose of operation of a youth sports program, specifically a baseball program and for no other purpose. Venue is identified by diagram (**Attachment “A”**), excluding bathrooms, parking areas, and Walter Rosler Monument. However, Licensee shall have use of the bathrooms and parking as will the general public. The “**Term**” of this Agreement shall be for a two (2) year term beginning January 22, 2020 with extensions of two (2) year increments unless this License Agreement is terminated as defined in Article 26. For an Extension, Licensee shall provide thirty (30) days written notice of its intent to extend the term prior to the expiration of the Term. Said notice is to be provided pursuant to Article 22.

Licensee’s “Times of Occupancy” of Venue during Term shall be limited as detailed herein. It is agreed that Licensee’s occupancy of Venue shall be commensurate with the Term and any extension unless terminated as defined in Article 26. Licensor and Licensee shall use the Venue pursuant to Article 4. Licensor shall reserve the right to allow the public’s use of Venue during Times of Occupancy when Licensee is not using the Venue pursuant to Article 4.

CONTACT PERSON/ADMINISTRATOR OF LICENSE AGREEMENT

Article 2. For this License Agreement, the contact person and License Administrator for the Licensor (County) is the Nueces County Director of Inland Parks or his designee (“**Director**”).

LICENSE FEE/CONSIDERATION

Article 3. As consideration for the grant of the license herein and for the use of the Venue as identified herein Licensee agrees as follows.

Licensee agrees to use the Venue for its youth sports program, specifically baseball and for no other purpose. Licensee agrees to maintain the Venue and any improvements in a year round basis in accordance with all maintenance rules prescribed by Licensor and any rules promulgated in the future, specifically set out in Article 13 of this Agreement. Failure to maintain the Venue and all improvements in accordance with these rules constitutes grounds for termination of this Agreement.

JOINT USE

Article 4. Licensor retains joint use of the Venue and improvements during the term of this Agreement, subject to Licensee's right to the Venue during its Times for Occupancy for youth sports program purposes. Licensee must not deny access to or use of the Venue to the general public for unorganized activities when the Venue is not being used by Licensee during Times of Occupancy. Licensor reserves the right to schedule organized activities at Venue. Requests for scheduled organized activities by other organizations or public use will be reviewed for approval or denial by the Director. Licensee shall provide Director with notice of all Licensee scheduled activities.

REPRESENTATIONS, WARRANTIES & COVENANTS

Article 5. Licensor hereby represents and warrants to Licensee that Licensor can enter into this Agreement and/or operates the Venue and has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby. Licensor agrees that this Agreement is a valid obligation of Licensor and is binding upon Licensor in accordance with the terms hereof.

Licensee hereby represents and warrants to Licensor that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby. Licensee agrees that this Agreement is a valid obligation of Licensee and is binding upon Licensee in accordance with the terms hereof. Licensee shall keep the Venue in an orderly condition while in use.

COMPLIANCE WITH LAWS

Article 6. During the Term, Licensee shall obey and comply with all laws, ordinances, and regulations of all federal, state, county, or municipal authorities and with all notices, reasonable requirements and reasonable recommendations of any insurance organizations, associations, or companies with respect to Venue. **THE LICENSEE HEREBY AGREES TO INDEMNIFY LICENSOR FROM ALL LOSS OR DAMAGE WHATSOEVER, INCLUDING REASONABLE ATTORNEYS' FEES, FROM LICENSEE'S FAILURE TO ABIDE BY ANY SUCH LAW, ORDINANCES, NOTICES, REQUIREMENTS, ORDERS AND REGULATIONS OF ALL FEDERAL, STATE, LICENSOR, OR MUNICIPAL AUTHORITIES.**

INDEMNIFICATION

Article 7. **LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS LICENSOR AND THEIR RESPECTIVE EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION WHETHER FIXED OR CONTINGENT, LIQUATED OR UNLIQUIDATED, ARISING IN TORT OR PURSUANT TO STATUTE, AND WHETHER ARISING UNDER COMMON LAW, OR UNDER ANY STATE, FEDERAL, OR LOCAL RULE OR REGULATIONS FOR ALL DAMAGES BOTH ACTUAL AND EXEMPLARY, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ANY INJURY OR DEATH TO ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE ACTS, WHETHER NEGLIGENT OR INTENTIONAL OF LICENSEE OR ITS AGENTS OR EMPLOYEES UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN PART FROM THE NEGLIGENCE OF LICENSOR AND NUECES COUNTY, TEXAS AND THEIR RESPECTIVE EMPLOYEES.**

IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY LICENSEE TO INDEMNIFY AND PROTECT LICENSOR AND THEIR RESPECTIVE EMPLOYEES FROM THE CONSEQUENCES OF LICENSOR'S AND THEIR RESPECTIVE EMPLOYEES' AND CONTRACTORS OWN NEGLIGENCE, PROVIDED, HOWEVER, THAT THE INDEMNITY AND DEFENSE PROVIDED HEREIN SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR, OR THEIR RESPECTIVE EMPLOYEES OR CONTRACTORS.

THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

INSURANCE REQUIREMENTS

Article 8. Licensee shall maintain and pay all premium costs and deductibles, if any, for the following insurance coverages in amounts not less than specified through the duration of the Term as required by Attachment “B” entitled “INSURANCE REQUIREMENTS”.

INTEGRATION CLAUSE

Article 9. This contract supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement and contains all of the covenants and agreements between Licensor and Licensee with respect to the subject matter. Both Licensor and Licensee acknowledge that no representations, inducements, promises, or agreements, either orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not set forth in this Agreement, and that no agreement, statement, or promise not contained this Agreement shall be valid or binding.

FORCE MAJEURE

Article 10. The failure of any party hereto to comply with the terms and conditions hereof because of a “Force Majeure Occurrence” shall not be deemed a breach of this Agreement. “Force Majeure Occurrence” shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, actions of public enemies, acts of terrorism, epidemic, action of federal, state, or local governmental authorities or an event or reason beyond the reasonable control of a party.

ORDINANCES, LAWS AND REGULATIONS

Article 11. The Licensee shall comply with all federal, state, and local ordinances, laws and regulations pertaining to the operation of any events contemplated herein. It shall be the obligation of the Licensee to apply for, pay for, and obtain all permits and licenses as required by the various agencies of federal, state, and local governments and agencies.

UTILITIES

Article 12. Licensee will pay up utilities under the term of this agreement and any extension. Utilities is inclusive of utility bills consisting of electricity, water, and sewage, and any municipal garbage fee. Failure to pay any utility bill on or before the due date is grounds for termination

of this Agreement. Licensee will be responsible to arrange and pay for trash removal service, including any dumpsters.

MAINTENANCE/REPAIRS

Article 13. At a minimum, maintenance includes:

- (A) Licensee shall pickup and properly dispose of litter on a daily basis whenever the Venue is being used and weekly during the rest of the year.
- (B) Licensee shall keep fully operational and in good repair any improvements at the Venue, including but not limited to the fields, concession area including any bathrooms located within the concession area, , and bleachers, which are located on the Venue. Unless otherwise agreed to, Licensor has no responsibility for maintenance or repair to the Venue or any improvements at the Venue.
- (C) Licensee must immediately report any vandalism to the Director, or his designee, and the Corpus Christi Police Department, Nueces County, Texas. However, unless otherwise agreed to, Licensors have no responsibility to repair or replace any damages to Venue or improvements at the Venue caused by vandalism or caused by any other reason.
- (D) Licensee must keep safe and in good repair the bleachers, if any. Licensee must repair the bleachers immediately upon discovery of damages.
- (E) Licensee shall maintain the sports fields within the Venue boundary lines. Sports fields shall be regularly watered. Grass on the sports fields must not exceed three (3) inches. Licensee must mow the sports fields within one (1) week after the grass reaches three (3) inches in height. At least one month prior to the start of any season or preseason practice, the fields must be gradually cut shorter and brought into playing condition. Licensee shall be responsible, at their sole cost, for winterizing, weeding and feeding, and providing iron on the practice and playing fields in accordance with the industry standards as required to properly bring the fields back to playing condition. In addition, Licensee shall be responsible for any chalk or dirt necessary for the field(s). Failure to keep the grass on the sports fields at or below three (3) inches in height or to properly bring the field back to playing condition will be grounds for termination of the Agreement.
- (F) Licensee will provide normal scheduled mowing of the Venue. Licensee will be responsible for maintaining the sports fields as set out herein. Furthermore, if applicable, Licensee will be responsible for maintaining the grass in the adjacent viewing/access areas at a safe height not to exceed six (6) inches.

- (G) If restroom facilities are not available, Licensee must provide portable toilets for public use whenever Venue is being used for league activity. The portable toilets must be serviced and sanitized at least once a week or as often as the circumstances required as determined by the Director or his designee.
- (H) Licensee shall ensure that no parking is allowed on grass area of any playing or practice field.
- (I) If Licensee uses goal posts on the Venue, Licensee shall maintain a secure anchoring system on all goal posts used on the fields at the Venue. Licensee must repair any deficiency found in the anchoring system that impairs the safe use within forty-eight (48) hours after the need for repair is or should have been discovered. Licensee shall not allow use of the Venue until the anchoring system is repaired.
- (J) Licensee is responsible for proper installation and use of all equipment and improvements at the Premises.
- (K) Licenses must maintain a First Aid kit at the Venue.
- (L) Licensee must complete and submit the attached Attachment C, Standard of Maintenance Sports Field Checklist, to the Director no later than March 1 and August 1 of each year. During the months of May and December, County employees will perform inspections to confirm compliance with standards of maintenance.
- (M) Licensee is responsible for proper maintenance and repair of any public announcement system and scoreboard on Venue.

Inspection of Venue. Licensor has the right to inspect the Venue and/or improvements at any time during the term of this Agreement. Specifically, prior to and at the conclusion of each year, under the Term of the Agreement, a walk-through of the Venue will be conducted by Licensor and Licensee to note the condition of Venue. If an inspection reveals that maintenance is not being properly carried out, Director may provide written notice to Licensee demanding compliance. If Licensee has not complied within five (5) days after receipt of the demand, the County may undertake the work and Licensee shall pay the County's cost plus ten (10) percent overhead within thirty (30) days of receipt of the Director's invoice. Failure to pay the County's maintenance within thirty (30) days of receipt of the invoice constitutes grounds for termination of this License. Alternatively, the Licensor may elect to terminate this Agreement after (10) days written notice to Licensee.

Repairs. Licensee shall be responsible for repairing any portion of Venue damaged by Licensee, participants, event attendees, or invitees of Licensee.

ALTERATIONS TO VENUE

Article 14. **Licensee agrees that it will not make any permanent alteration or physical additions (“Improvements”) to Venue with Licensor’s prior written consent. No alterations or improvement to the Venue are required for Licensee’s use. All approved Improvements will be property of Licensor at the expiration of Termination of the Agreement.**

AUDIT OF LICENSEE

Article 15. Licensor shall be allowed access to Licensee’s financial books and records for auditing purposes. Licensee shall maintain and cause any contractors and subcontractors, relating to Improvements, to maintain satisfactory financial accounting documents and records and shall make them available for examination and audit by the Licensor on a quarterly basis and upon request. Licensor reserves the right to audit any of the Licensee’s accounts related to this Agreement. Licensee will permit Licensor (and its agents) to inspect any and all pertinent records, file, information, and other written materials pertaining to this Agreement. Records shall be available upon Licensor’s request.

RELATIONSHIP OF THE PARTIES

Article 16. Nothing contained in this Agreement will be deemed to constitute Licensor and Licensee as partners or joint ventures with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Licensee agrees that it will be solely responsible for the payment of all costs as specified in this Agreement.

Licensee shall have no right, authority, or power to bind Licensor under this License for any claim for labor or material or for any other charge or expense incurred by neither Licensee nor subject Licensor to any lien or right of lien for any labor or material or other charge or expense. If any involuntary liens for labor and materials supplied or claimed to have been supplied to the Venue shall be filed, Licensee shall promptly pay or bond such liens to Licensor’s reasonable satisfaction or otherwise obtain the release or discharge thereof.

ASSIGNMENT

Article 17. Neither this Agreement nor any part hereof shall be transferred, conveyed or assigned by Licensee without prior written consent of Licensor, such as professional or

sanctioned tournaments. Any activity or tournament allowed to take place at the Venue shall be the responsibility of Licensee to indemnify and insure in accordance with this Agreement.

APPLICABLE LAW

Article 18. The validity of this Agreement, the terms, provisions, or articles, and the rights and duties of the parties hereto, shall be interpreted and construed pursuant to, and in accordance with, the laws of the State of Texas.

MODIFICATION

Article 19. No prior or contemporaneous oral or written promises or representation will be binding on the parties hereto. This Agreement will not be amended or changed except by written agreement signed by both parties thereto.

NO WAIVER OF RIGHTS

Article 20. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

SEVERABILITY

Article 21. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

NOTICES

Article 22. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested (which shall be confirmed by a writing sent by registered or certified mail or equivalent on the same day that such notification is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the addresses set forth: _Chad Wood, President of Oilbelt Little League, 11325 IH-37

#3308, Corpus Christi, Texas 78410, Corpus Christi, Texas; Nueces County, County Judge, 901 Leopard Room 303, Corpus Christi, TX 78401.

SURRENDER OF VENUE AT END OF TERM/HOLDOVER

Article 23. Upon the expiration or termination of Term of this Agreement, Licensee shall vacate and surrender to Licensor, the Venue, and Licensee shall at Licensee's sole expense, remove all property of Licensee, other than Improvements, and pay for all damages to the Venue including all damages cause by removal of Licensee's property, and restore the Venue to the condition in which it was prior to the Agreement. Any property remaining at the Venue shall be deemed abandoned by Licensee and may be retained or disposed of by Licensor in any manner that Licensor may see fit, without prejudice to Licensor's rights against Licensee for failure to remove such property, and Licensor shall not be required to pay or account to Licensee for the value of proceeds derived from any sale of such property remaining at the conclusion of the Term. In the case of any holding over or possession by Licensee after expiration of Term or earlier termination of this License, Licensee shall pay Licensor a monthly fee to be determined by the County. Further, in the event Licensee shall hold over beyond any date for surrender of Venue set forth in Licensor's written demand for possession thereof, Licensee shall reimburse Licensor for all actual expenses and losses incurred by Licensor by reason Licensor's inability to deliver possession of Venue to another, together with interest on such expenses at maximum interest rate allowed by law from the date such expenses are incurred until reimbursed by Licensee, together with Licensee's reasonable attorney's fees, charges and costs. The acceptance of the monthly payment by the Licensor, as provided in this paragraph, shall not constitute an extension of the Term of this License or afford Licensee any right to possession of the Venue beyond any date through which such rent has been paid by Licensee and accepted by the Licensor. Such monthly fee shall be due to the Licensor for the period of such holding over, whether or not the Licensor is seeking to evict Licensee; and, unless the Licensor otherwise agrees in writing, such holding over shall be, and shall be deemed and construed to be, without the consent of the Licensor, whether or not the Licensor has accepted any sum due pursuant to this paragraph.

TITLES FOR CONVENIENCE ONLY

Article 24. The titles appearing in connection with the various Articles of this Agreement are for convenience only. They are not intended to indicate all of the subject matter in the text and they are not to be used in interpreting this Agreement or for any other purpose in the event of any controversy.

SECURITY, STAFFING AND OTHER ITEMS

Article 25. Licensee expressly agrees to provide security, for Licensee sponsored, approved, or facilitated events, herein "Events," at Venue during Times of Occupancy during Term and any and all staffing for Events. Licensee shall provide at its sole cost adequate qualified personnel for Event day traffic control. Licensee is responsible for providing its own coaches, assistant coaches, trainers, referees or other necessary officials for the Events, timekeepers, game clock operators, public address announcers, and any medical personnel for the players. This is not an exhaustive list. Licensor is not responsible for any payment due to these staffers and parties expressly acknowledge that these are not Licensor's employees.

In addition, Licensee, in connection with each Event to which this License applies shall furnish or arrange to furnish at its own expense:

All applicable licenses, if applicable for the Event.

Licensor shall not be responsible for furnishing or arranging to furnish equipment and uniforms for players.

TERMINATION WITHOUT FAULT/TERMINATION FOR DEFAULT

Article 26. **Termination without fault.** Licensor and Licensee have the right to terminate this Agreement without fault by providing thirty (30) days written notice to the other party.

Termination for default. If Licensee defaults in the performance of this Agreement or materially breaches any of its provisions and does not cure such default or material breach within fifteen (15) days, Licensor shall have the right to terminate this Agreement by written notification of termination.

Licensor may terminate Licensee's right to possession to the Venue, the enjoyment of the issues and profits there from reenter and take possession of the Venue and remove all persons and property there from with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears in payment or costs incurred due hereunder or existing breaches hereof.

Licensor does not waive its rights to pursue all applicable legal remedies, including but not limited to breach of contract claims based upon non-performance by Licensee.

NO WAIVER OF GOVERNMENTAL FUNCTION

Article 27. No provision or covenant of this License shall constitute a limitation or waiver of the right of the Licensor to perform its governmental functions and the performance of such functions shall not constitute a default hereunder.

AMENDMENT/WAIVER

Article 28. No alteration, amendment or modification hereof (including this Section) shall be valid unless executed by an instrument in writing by the Licensor and Licensee with the same formality as this License. Without limiting the generality of the preceding sentence, no course of conduct among the parties shall constitute an alteration, amendment or modification of this License. The failure of the Licensor or the Licensee to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this License or to exercise any covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the Licensor or Licensee of any covenant, agreement, term, provision or condition of this License shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Licensor or the Licensee.

CHOICE OF LAW

Article 29. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

CHOICE OF FORUM

Article 30. Any disputes between the parties to this Agreement concerning the subject matter of this Agreement shall be submitted for resolution to a court of competent jurisdiction in Nueces County, Texas.

CONSTRUCTION

Article 31. The language used in this License will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. This License will not be construed against drafter.

BACKGROUND CHECKS

Article 32. Licensee shall require satisfactory criminal background checks on each of its Board members and coaches associated with its sports program.

SPORTSMANSHIP PROGRAM

Article 33. Licensee shall require that all of its coaches and board members complete a state or nationally recognized, or Director approved, sportsmanship program. Licensee shall encourage parents and/or legal guardians of the youth participants to attend the sportsmanship program. This must include course outline, and dates of the meetings. Licensee must also provide a list of all coaches board members, and parents/legal guardian signatures of attendance at the sportsmanship program.

COMPLAINT NOTICE AND OTHER REQUIRED SIGNS

Article 33. Licensee must post and maintain a sign with sportsmanship policies and possible consequences for non-compliance with policies. Licensee must post and maintain signs to indicate restricted parking areas and also that no parking on grass is permitted. Licensee must post health permits at the concession areas. Licensee must store food handler cards on file at the Premises. Licensee must promptly replace or repair any damaged or missing signage.

LIST OF CURRENT OFFICERS AND BOARD OF DIRECTORS; BYLAWS

Article 34. Licensee must submit its current List of Officers and Board of Directors (List) to the Director as defined in Article 2 of this Agreement by each January 31 of each year of this Agreement. The List must contain each person's title, name, address, home phone, and office or fax phone, and email address. Licensee must notify Director in writing immediately if there are any changes in the Officers or Board of Directors. Licensee must provide Director with copy of the current Bylaws, and immediately provide Director with any amendments to the Bylaws.

REPORTING

Article 35. All reports must be submitted to the Director within two weeks after the start of Licensee's season. Licensee must provide Director with schedules of each division prior to each session. Licensee must provide Director with list of league tournaments scheduled at the Venue. Any tournaments not on schedule for league purposes must be approved in advance by Director. Licensee is responsible to ensure that each tournament at the Venue is covered by the same insurance as required for Licensee's activities under this Agreement.

SIGNATURES:

EXECUTED ON _____ 2020, Nueces County, Texas.

LICENSORS:

NUECES COUNTY

BY: _____

Barbara Canales
Nueces County Judge

ATTESTED:

By: _____

Kara Sands, County Clerk

LICENSEE:

EXECUTED ON _____ 2020, Nueces County, Texas

BY: _____

Chad Wood, President
Oilbelt Little League

Witness:

Printed Name: _____