

Hollister
Little
League

AGREEMENT FOR USE OF FIELDS AT VETERANS' MEMORIAL PARK

Statement of Purpose:

Whereas, the County of San Benito recognizes the benefits to the community that youth sports provides; and,

Whereas the Hollister Little League is a non-profit organization which have been providing youths with the opportunity to play sports for many years; and,

Whereas, the County desires to encourage and facilitate the use of public fields at Veterans' Memorial Park for youth sporting events/activities; and,

Therefore, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans' Memorial Park for organized sports for youths.

AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and Hollister Little League ("CONTRACTORS") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract

This contract shall commence on February 1, 2008 and end on January 31, 2011 unless sooner terminated as specified herein.

2. Termination

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give written notice to the other party. The number of days of advance written notice required for termination of this contract is 60 days.

3. Description of Premises

The premise subject to this agreement is the field at Veterans' Memorial Park.

4. Priority in Scheduling

CONTRACTORS shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 5.

5. Terms of Use

The following shall be the terms of use of the fields at Veterans' Memorial Park:

- (a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTORS shall schedule their games with COUNTY at the earliest possible time. CONTRACTORS shall not have priority for any games/events not scheduled at least three weeks prior to the event;

- (b) CONTRACTORS agree to use the premises only for conducting organized sports for youths during CONTRACTOR'S respective season.
- (c) CONTRACTORS shall be responsible for payment of all utilities incurred at Veterans' Memorial Park which result from CONTRACTOR'S usage of the field for youth sports. COUNTY will provide a monthly statement to CONTRACTORS and payment will be due within 30 days upon receipt of monthly usage. Amount charged shall be actual cost billed to COUNTY.
- (d) CONTRACTORS shall not disturb, annoy, endanger, or interfere with occupants of neighboring buildings/residences. CONTRACTORS shall not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the subject premises;
- (e) CONTRACTORS agree to keep the subject premises clean and sanitary as their condition permits;
- (f) CONTRACTORS shall be responsible for all maintenance of the fields, including mowing, fertilizing, and irrigating, during their respective sports season.
- (g) CONTRACTORS shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts;
- (h) CONTRACTORS are responsible for all costs associated with any improper conduct or violations of laws or ordinances; and
- (i) CONTRACTORS shall be responsible for leaving fields and structures neat, clean, and orderly upon completion of their respective season.

6. Insurance

CONTRACTORS shall maintain the following insurance policy limits of coverage consistent with the further insurance requirement specified below.

- (a) Comprehensive general liability insurance: 1,000,000
- (b) Professional liability insurance: 1,000,000

Prior to the commencement of performance of services by CONTRACTORS and prior to any obligations of COUNTY, CONTRACTORS shall file certificates of insurance with COUNTY, showing that CONTRACTORS have in effect the insurance required by this contract. CONTRACTORS shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTORS may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTORS warrants that CONTRACTORS' self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTORS further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

7. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTORS without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

8. Negotiated Contract

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

9. Severability

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provision which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

10. Entire Contract

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

11. Time is of the Essence

Time is of the essence in the performance of this contract.

12. Notices

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or,
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first class postage fully prepaid; or,
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 13 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

13. Responsibility of Contract Administrators

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

14. Information about Contract Administrators

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY	Contract Administrator for CONTRACTOR
Name: <u>Jerry K. Lo</u>	Name: <u>Ed Moakler</u>
Title: <u>Director of Public Works</u>	Title: <u>President</u>
Address <u>3220 Southside Road</u> <u>Hollister CA 95023</u>	Address: <u>P.O. Box 831</u> <u>Hollister CA 95024-0831</u>
Telephone: <u>831-636-4170</u>	Telephone: <u>Cell 510-520-9101</u>
Fax: <u>831-636-4176</u>	Fax: _____

15. Compliance with Applicable Laws

CONTRACTORS shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

16. Indemnification

CONTRACTORS and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnity in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

17. TERM CERTAIN

This agreement shall terminate January 31, 2011. Unless terminated, this contract shall be automatically renewed for successive one year periods (February 1 to January 31) and under the same terms and conditions as specified herein, upon CONTRACTOR'S presentation of a current-year officer list and proof of insurance to the COUNTY.

SIGNATURES

APPROVED BY COUNTY:

Jaime De La Cruz
Jaime De La Cruz
Chair
San Benito County Board of Supervisors

Date: 2/26/08

APPROVED BY CONTRACTOR:

Edmaro P. Morales Jr.
(Signature)

Name: EDMARO P MORALES JR

Title: PRESIDENT

APPROVED BY VETERANS' PARK
COMMISSION:

Jaime De La Cruz
Jaime De La Cruz
Chair

Date: _____

Tax ID or Social Security Number:

52-1278783

Date: FEBRUARY 1 2008

APPROVED AS TO LEGAL FORM:

Dennis LeClere, County Counsel

Terra F. Chaffin

By: Deputy

Date: 2/15/08

AGREEMENT FOR USE OF FIELDS AT VETERANS' MEMORIAL PARK

Statement of Purpose:

Whereas, the County of San Benito recognizes the benefits to the community that youth sports provides; and,

Whereas, the Hollister Little League is a non-profit organization which have been providing youths with the opportunity to play sports for many years; and,

Whereas, the County desires to encourage and facilitate the use of public fields at Veterans' Memorial Park for youth sporting events/activities; and,

Therefore, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans' Memorial Park for organized sports for youths.

AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and Hollister Little League ("CONTRACTORS") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract

This contract shall commence on February 1, 2007 and end on January 31, 2008, unless sooner terminated as specified herein. Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give 60 day advance written notice to the other party.

2. Description of Premises

The premise subject to this agreement is the Little League fields at Veterans' Memorial Park.

3. Priority in Scheduling

CONTRACTORS shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 4.

4. Terms of Use

The following shall be the terms of use of the fields at Veterans' Memorial Park:

- (a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTORS shall schedule their games with COUNTY prior to February 1 of each year. CONTRACTORS shall not have priority for any games/events not scheduled at least three weeks prior to the event;
- (b) CONTRACTORS agree to use the premises only for conducting organized sports for youths during CONTRACTOR'S respective season.
- (c) CONTRACTORS shall be responsible for payment of all utilities incurred at Veterans' Memorial Park which result from CONTRACTOR'S usage of the Little League field. COUNTY will provide a monthly statement to

- CONTRACTORS and payment will be due within 30 days upon receipt of monthly usage. Amount charged shall be actual cost billed to COUNTY.
- (d) CONTRACTORS shall not disturb, annoy, endanger, or interfere with occupants of neighboring buildings/residences. CONTRACTORS shall not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the subject premises;
 - (e) CONTRACTORS agree to keep the subject premises clean and sanitary as their condition permits; CONTRACTORS agree to keep the ball fields mowed, fertilized, and well maintained during their respective season.
 - (f) CONTRACTORS shall be responsible for all repairs of the fields and structures during their respective sports season.
 - (g). CONTRACTORS shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts; and,
 - (h) CONTRACTORS are responsible for all costs associated with any improper conduct or violations of laws or ordinances.
 - (i) CONTRACTORS shall be responsible for leaving fields and structures neat, clean, and orderly upon completion of their respective season.

5. Insurance

CONTRACTORS shall maintain the following insurance policy limits of coverage consistent with the further insurance requirement specified below.

- (a) Comprehensive general liability insurance: 1,000,000
- (b) Professional liability insurance: 1,000,000

Prior to the commencement of performance of services by CONTRACTORS and prior to any obligations of COUNTY, CONTRACTORS shall file certificates of insurance with COUNTY, showing that CONTRACTORS have in effect the insurance required by this contract. CONTRACTORS shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTORS may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTORS warrants that CONTRACTORS' self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTORS further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

6. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTORS without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

7. Negotiated Contract

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

8. Severability

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provision which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

9. Entire Contract

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

10. Time is of the Essence

Time is of the essence in the performance of this contract.

11. Notices

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or,
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first class postage fully prepaid; or,
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 13 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

12 Responsibility of Contract Administrators

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

13. Information about Contract Administrators

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY	Contract Administrator for CONTRACTOR
Name: <u>Jerry K. Lo</u>	Name: <u>Mitch Burley</u>
Title: <u>Director of Public Works</u>	Title: <u>President</u>
Address: <u>3220 Southside Road</u>	Address: <u>P.O. Box 831</u>
<u>Hollister CA 95023</u>	<u>Hollister CA 95024</u>
Telephone: <u>831-636-4170</u>	Telephone: <u>801-9742</u>
Fax: <u>831-636-4176</u>	Fax: _____

14. Compliance with Applicable Laws


CONTRACTORS shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

15. Indemnification

CONTRACTORS and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

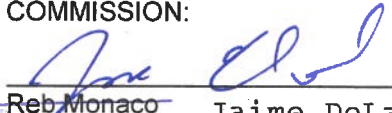
SIGNATURES

APPROVED BY COUNTY:


Don Marcus *by: Jaime DeLaCruz,*
Chair *Vice Chair*
San Benito County Board of Supervisors

Date: 3/27/07

APPROVED BY VETERANS' PARK
COMMISSION:


~~Reb Monaco~~ Jaime DeLaCruz
Chair

Date: 3/6/07

APPROVED BY CONTRACTOR:


(Signature)

Name: Mitch Burley

Title: President

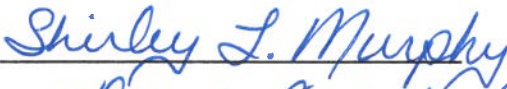
Tax ID or Social Security Number:

52-1278783

Date: 2/23/07

APPROVED AS TO LEGAL FORM:

Dennis LeClere, County Counsel


By: Deputy County Counsel
Date: March 18, 2007

Hollister Little League 2007 Calendar of Events

October 2006

Tues	10/17/06	8:00 pm	Board Meeting
Sun	10/29/06		Daylight Savings Time Ends

November 2006

Tues	11/07/06	7:00 pm	Board Meeting
Tues	11/21/06	6:30 pm	Open Sign-ups @ Cerra Vista School 6:30pm-8:30pm

December 2006

Tues	12/05/06	7:00 pm	Board Meeting
Wed	12/13/06	6:30 pm	Open Sign-ups @ Cerra Vista School 6:30pm-8:30pm
Tues	12/19/06	7:00 pm	Board Meeting
Wed	12/27/06	10:00 am	Holiday Baseball Camp 12/27, 12/28, 12/29, 12/30 (Wed - Sat)

January 2007

Sat	1/06/07	9:00 am	Final Registration @ Hollister Rec. Comm. Center 300 West St. 9am – 1pm
Mon	1/08/07	7:00 pm	Board Meeting Closed Session
Thu	1/11/07	6:00 pm	Mandatory Managers (Major & Minor Only) @ Hollister Rec. Comm. Center
Sat	1/13/07	8:30 am	1 st Try-Out @ LL Fields 10-12 yr Olds 8:30 am – 11 am 9 yr. Olds Try-Outs 11 am – 12:30 pm
Sat	1/20/07	8:30 am	2 nd Try-Out @ LL Fields 10-12 yr Olds 8:30 am – 11 am 9 yr. Olds Try-Outs 11 am – 12:30 pm
Sun	1/21/07	8:30 am	1 st Alt. Try-Out @ LL Fields (Rain Maze School GYM *) *Will only go to GYM, if no try-out has been completed. If one try-out completed from the first two dates will not use GYM, Call league # for updates
Mon	1/22/07	6:00 pm	Farm & T-Ball Placement
Mon	1/22/07	7:00 pm	Board Meeting
Sun	1/28/07	8:30 am	2 nd Alt. Try-Outs @ LL Fields (Rain Maze School GYM) 10-12 yr Olds 8:30 am – 11 am 9 yr. Olds Try-Outs 11 am – 12:30 pm
Mon	1/29/07	6:00 pm	Major Draft @ Dunne Park Clubhouse Amer. 6:00pm-7:30pm, Natl. 7:30-9:00 pm (Equip Handout)
Tues	1/30/07	6:30 pm	Mandatory Managers Meeting (Farm & T-Ball Only) @ Hollister Rec. Comm. Center , 300 West St. (Equipment Handout)

February 2007

Thu	2/01/07	6:00 pm	Minor Draft @ Dunne Park Clubhouse AAA 6:00pm-7:30pm, AA 7:30pm-9:00pm (Equip Handout)
Sat	2/03/07	9:00 am	Work Day LL Fields
Sat	2/03/07	10:00 am	Mandatory Farm & T-Ball Coaches Clinic @ LL Fields
Tues	2/06/07	6:30 pm	Mandatory Coach & Rules Clinic @ Hollister Recreation 300 W. St All Levels
Sat	2/10/07	9:00 am	Work Day LL Fields
Tues	2/20/07	7:00 pm	Board Meeting
Sat	2/24/07	8:00 am	Work Day LL Fields
		1:00 pm	Mandatory Umpire Clinic till 3 @ LL Fields
		3:00 pm	Uniform hand out all teams @LL Fields (1 team rep. only)
Mon	2/26/07		President's Day

March 2007

Sat	3/03/07	9:00 am	BAT-A-THON @ LL Fields 9 a.m. to 2 p.m. (Game Schedule Hand out)
Mon	3/05/07	7:00 pm	AA/Farm Scorekeeping Clinic @ Dunne Park Clubhouse
Tues	3/06/07	7:00 pm	Board Meeting
Wed	3/07/07	7:00 pm	Major/AAA Scorekeeping Clinic @ Vets Building Room 218
Sat	3/10/07	8:00 am	Work Day LL Fields
		9:00 am	Deadline for BAT-A-THON Money (9 a.m. to 1 p.m. at fields)
		2:00 pm	Make-up Umpire Clinic at LL Fields
Tues	3/13/07	7:00 pm	Board Meeting
Fri	3/23/07	6:00 pm	OPENING CEREMONIES
Sat	3/24/07	8:30 am	OPENING DAY
Thu	3/29/07	7:30 pm	Coordinators Meeting @ Dunne Park Clubhouse

Hollister Little League 2007 Calendar of Events

April 2007

Tues	4/03/07	8:30 pm
Tues	4/17/07	8:30 pm
Sat	4/21/07	7:30 am

Board Meeting
Board Meeting

League Picture Day @LL Fields

Hand out for Little League fundraiser (team coordinators)

Last Day to apply to be League Member 9 am -7pm @ LL Fields

Mandatory Managers Meeting @ LL Fields (no show, no All Stars)

Start Taking Applications for **All Star** Managers

Start Taking Applications for 2008 Board

Sun	4/29/07	12:00pm
Mon	4/30/07	5:30 pm

MAY 2007

Tues	5/01/07	8:30 pm
Mon	5/14/07	5:30 pm
Tues	5/15/07	8:30 pm
Thu	5/17/07	5:30 pm
Sat	5/20/07	8:00 am
Fri	5/25/07	5:00 pm

Board Meeting

Deadline to apply for **All Star** Manager

Board Meeting

Deadline to apply for 2008 Board 5:30pm-7:30pm @ LL Fields

Fundraiser money due @LL Fields 8 am -7 pm

Absentee Ballots Available for 2008 Board Elections

5 pm-9pm @ Little League Fields

Mon	5/28/07	
Tues	5/29/07	5:30 pm

Memorial Day

All Star Teams & Managers Voting Begins

Voting through Sat. June 2 till 7:30pm @ LL Fields

June 2007

Sat	6/02/07	8:00 am 9:00 am
-----	---------	--------------------

League General/Annual Meeting @ LL Fields

2008 Board Elections 9am-7pm @ LL Fields

Minor AAA Season Ends

Board Meeting (Closed Session)

Sun	6/03/07	2:00 pm
Sat	6/09/07	

Announce 2007 **All-Star Managers**

Minor AAA Season Ends

Minor AAA playoffs if necessary

District 9 Tournament Meeting **Mandatory**

all the **All-Star Managers** Attend

Minor AAA playoffs if necessary

Tues	6/12/07	5:30 pm
Sat	6/16/07	

Regular Season Ends

Minor TOC Begins

Mon	6/18/07	5:30 pm
-----	---------	---------

Major playoffs if necessary

All Star Teams Posted @ LL Fields (if confirmed)

Tues	6/19/07	5:30 pm
Tues	6/19/07	8:30 pm
Thurs	6/28/07	

Major playoffs if necessary

Board Meeting

Little League Fireworks sales begin

July 2007

Mon	7/16/07	
Tues	7/17/07	7:00 pm
Sat	7/21/07	9:00 am 12:00 pm
Sat	7/28/07	11:00 am

TAD (Fall Ball) Registration mail out

Board Meeting

Managers/Coaches game @ Babe Ruth Field

Closing Ceremonies

TAD sign ups @ LL Fields 11am-1pm

August 2007

Sat	8/04/07	11:00 am
Tues	8/07/07	7:00 pm
Thu	8/09/07	7:00 pm
Tues	8/21/07	7:00 pm

TAD sign ups @ LL Fields 11am-1pm

Board Meeting

TAD teams formed LL Fields

Board Meeting

September 2007

Tues	9/04/07	7:00 pm
Sat	9/08/07	
Tues	9/18/07	7:00 pm

Board Meeting

TAD Season Begins 7-weeks

Board Meeting

AGREEMENT FOR USE OF FIELDS AT VETERANS' MEMORIAL PARK

Statement of Purpose:

Whereas, the County of San Benito recognizes the benefits to the community that youth sports provides; and,

Whereas, the Hollister Little League is a non-profit organization which have been providing youths with the opportunity to play sports for many years; and,

Whereas, the County desires to encourage and facilitate the use of public fields at Veterans' Memorial Park for youth sporting events/activities; and,

Therefore, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans' Memorial Park for organized sports for youths.

AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and Hollister Little League ("CONTRACTORS") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract

This contract shall commence on January 1, 2006 and end on December 31, 2006, unless sooner terminated as specified herein. Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give 60 day advance written notice to the other party.

2. Description of Premises

The premise subject to this agreement is the Little League fields at Veterans' Memorial Park.

3. Priority in Scheduling

CONTRACTORS shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 4.

4. Terms of Use

The following shall be the terms of use of the fields at Veterans' Memorial Park:

- (a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTORS shall schedule their games with COUNTY prior to February 1 of each year. CONTRACTORS shall not have priority for any games/events not scheduled at least three weeks prior to the event;
- (b) CONTRACTORS agree to use the premises only for conducting organized sports for youths during CONTRACTOR'S respective season.
- (c) CONTRACTORS shall be responsible for payment of all utilities incurred at Veterans' Memorial Park which result from CONTRACTOR'S usage of the Little League field. COUNTY will provide a monthly statement to

- CONTRACTORS and payment will be due within 30 days upon receipt of monthly usage. Amount charged shall be actual cost billed to COUNTY.
- (d) CONTRACTORS shall not disturb, annoy, endanger, or interfere with occupants of neighboring buildings/residences. CONTRACTORS shall not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the subject premises;
 - (e) CONTRACTORS agree to keep the subject premises clean and sanitary as their condition permits; CONTRACTORS agree to keep the ball fields mowed, fertilized, and well maintained during their respective season.
 - (f) CONTRACTORS shall be responsible for all repairs of the fields and structures during their respective sports season.
 - (g) CONTRACTORS shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts; and,
 - (h) CONTRACTORS are responsible for all costs associated with any improper conduct or violations of laws or ordinances.
 - (i) CONTRACTORS shall be responsible for leaving fields and structures neat, clean, and orderly upon completion of their respective season.

5. Insurance

CONTRACTORS shall maintain the following insurance policy limits of coverage consistent with the further insurance requirement specified below.

- (a) Comprehensive general liability insurance: 1,000,000
- (b) Professional liability insurance: 1,000,000

Prior to the commencement of performance of services by CONTRACTORS and prior to any obligations of COUNTY, CONTRACTORS shall file certificates of insurance with COUNTY, showing that CONTRACTORS have in effect the insurance required by this contract. CONTRACTORS shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTORS may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTORS warrants that CONTRACTORS' self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTORS further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

6. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTORS without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

7. Negotiated Contract

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

8. Severability

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provision which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

9. Entire Contract

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

10. Time is of the Essence

Time is of the essence in the performance of this contract.

11. Notices

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or,
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first class postage fully prepaid; or,
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 13 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

12 Responsibility of Contract Administrators

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

13. Information about Contract Administrators

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY Contract Administrator for CONTRACTOR

Name: Peter Corn Name: Joe Tonascia

Title: Assistant Director of Public Works Title: Vice President

Address: 3220 Southside Road Address: P.O. Box 831

Hollister CA 95023 Hollister CA 95024

Telephone: 831-636-4170 Telephone: 801-9971

Fax: 831-636-4176 Fax: _____

14. Compliance with Applicable Laws

CONTRACTORS shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

15. Indemnification

CONTRACTORS and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

SIGNATURES

APPROVED BY COUNTY:

Kal Loe
Pat Loe
Chair
San Benito County Board of Supervisors
Date: 2/28/06

APPROVED BY VETERANS' PARK
COMMISSION:

Reb Monaco
Reb Monaco
Chair
Date: 2/6/06

APPROVED BY CONTRACTOR:

Joe Tonascia
(Signature)
Name: Joe Tonascia
Title: Pres
Tax ID or Social Security Number:

Date: _____

APPROVED AS TO LEGAL FORM:

Interim County Counsel
Shirley L. Murphy
By: Deputy County Counsel
Date: Feb. 17, 2006

AGREEMENT FOR USE OF FIELDS AT VETERANS' MEMORIAL PARK

Statement of Purpose:

Whereas, the County of San Benito recognizes the benefits to the community that youth sports provides; and,

Whereas, the Hollister Little League is a non-profit organization which have been providing youths with the opportunity to play sports for many years; and,

Whereas, the County desires to encourage and facilitate the use of public fields at Veterans' Memorial Park for youth sporting events/activities; and,

Therefore, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans' Memorial Park for organized sports for youths.

AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and Hollister Little League ("CONTRACTORS") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract

This contract shall commence on January 1, 2005 and end on December 31, 2005, unless sooner terminated as specified herein. Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give 60 day advance written notice to the other party.

2. Description of Premises

The premise subject to this agreement is the Little League fields at Veterans' Memorial Park.

3. Priority in Scheduling

CONTRACTORS shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 4.

4. Terms of Use

The following shall be the terms of use of the fields at Veterans' Memorial Park:

- (a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTORS shall schedule their games with COUNTY prior to February 1 of each year. CONTRACTORS shall not have priority for any games/events not scheduled at least three weeks prior to the event;
- (b) CONTRACTORS agree to use the premises only for conducting organized sports for youths during CONTRACTOR'S respective season.
- (c) CONTRACTORS shall be responsible for payment of all utilities incurred at Veterans' Memorial Park which result from CONTRACTOR'S usage of the Little League field. COUNTY will provide a monthly statement to

- CONTRACTORS and payment will be due within 30 days upon receipt of monthly usage. Amount charged shall be actual cost billed to COUNTY.
- (d) CONTRACTORS shall not disturb, annoy, endanger, or interfere with occupants of neighboring buildings/residences. CONTRACTORS shall not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the subject premises;
 - (e) CONTRACTORS agree to keep the subject premises clean and sanitary as their condition permits; CONTRACTORS agree to keep the ball fields mowed, fertilized, and well maintained during their respective season.
 - (f) CONTRACTORS shall be responsible for all repairs of the fields and structures during their respective sports season.
 - (g). CONTRACTORS shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts; and,
 - (h) CONTRACTORS are responsible for all costs associated with any improper conduct or violations of laws or ordinances.
 - (i) CONTRACTORS shall be responsible for leaving fields and structures neat, clean, and orderly upon completion of their respective season.

5. Insurance

CONTRACTORS shall maintain the following insurance policy limits of coverage consistent with the further insurance requirement specified below.

- (a) Comprehensive general liability insurance: 1,000,000
- (b) Professional liability insurance: 1,000,000

Prior to the commencement of performance of services by CONTRACTORS and prior to any obligations of COUNTY, CONTRACTORS shall file certificates of insurance with COUNTY, showing that CONTRACTORS have in effect the insurance required by this contract. CONTRACTORS shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTORS may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTORS warrants that CONTRACTORS' self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTORS further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

6. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTORS without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

7. Negotiated Contract

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

8. Severability

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provision which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

9. Entire Contract

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

10. Time is of the Essence

Time is of the essence in the performance of this contract.

11. Notices

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or,
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first class postage fully prepaid; or,
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 13 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

12 Responsibility of Contract Administrators

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

13. Information about Contract Administrators

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY	Contract Administrator for CONTRACTOR
Name: <u>Peter Corn</u>	Name: <u>Joe Tonascia</u> / <u>Mitch Burley</u>
Title: <u>Assistant Director of Public Works</u>	Title: <u>Vice President</u> / <u>President</u>
Address: <u>3220 Southside Road</u>	Address: <u>P.O. Box 831</u>
Hollister CA 95023	<u>Hollister CA 95024</u>
Telephone: <u>831-636-4170</u>	Telephone: <u>801-9971</u> / <u>408-690-0022</u>
Fax: <u>831-636-4176</u>	Fax: <u>831-634-0775</u>

14. Compliance with Applicable Laws

CONTRACTORS shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

15. Indemnification

CONTRACTORS and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

SIGNATURES

APPROVED BY VETERANS' PARK COMMISSION:

Reb Monaco

Chair
Veterans' Park Commission

Date: _____

APPROVED BY COUNTY:

Reb Monaco

Reb Monaco
Chair, San Benito County Board of Supervisors

Date: 2/22/05

APPROVED BY CONTRACTOR:

Mitch Bunley

Name: Mitch Bunley

Title: President - Hollister Little League

Tax ID or Social Security Number:

Date: 1/7/05

APPROVED AS TO LEGAL FORM:

Karen Forcum
San Benito County Counsel

Darren Bagie

By: Darren Bagie
Deputy County Counsel

Date: 2/14/05

AGREEMENT FOR USE OF FIELDS AT VETERANS' MEMORIAL PARK

Statement of Purpose:

Whereas, the County of San Benito recognizes the benefits to the community that youth sports provides; and,

Whereas, the Hollister Little League is a non-profit organization which have been providing youths with the opportunity to play sports for many years; and,

Whereas, the County desires to encourage and facilitate the use of public fields at Veterans' Memorial Park for youth sporting events/activities; and,

Therefore, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans' Memorial Park for organized sports for youths.

AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and Hollister Little League ("CONTRACTORS") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract

This contract shall commence on January 1, 2004 and end on December 31, 2004, unless sooner terminated as specified herein. Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give 60 day advance written notice to the other party.

2. Description of Premises

The premise subject to this agreement is the Little League fields at Veterans' Memorial Park.

3. Priority in Scheduling

CONTRACTORS shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 4.

4. Terms of Use

The following shall be the terms of use of the fields at Veterans' Memorial Park:

- (a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTORS shall schedule their games with COUNTY prior to February 1 of each year. CONTRACTORS shall not have priority for any games/events not scheduled at least three weeks prior to the event;
- (b) CONTRACTORS agree to use the premises only for conducting organized sports for youths during CONTRACTOR'S respective season.
- (c) CONTRACTORS shall be responsible for payment of all utilities incurred at Veterans' Memorial Park which result from CONTRACTOR'S usage of the Little League field. COUNTY will provide a monthly statement to

- CONTRACTORS and payment will be due within 30 days upon receipt of monthly usage. Amount charged shall be actual cost billed to COUNTY.
- (d) CONTRACTORS shall not disturb, annoy, endanger, or interfere with occupants of neighboring buildings/residences. CONTRACTORS shall not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the subject premises;
 - (e) CONTRACTORS agree to keep the subject premises clean and sanitary as their condition permits; CONTRACTORS agree to keep the ball fields mowed, fertilized, and well maintained during their respective season.
 - (f) CONTRACTORS shall be responsible for all repairs of the fields and structures during their respective sports season.
 - (g). CONTRACTORS shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts; and,
 - (h) CONTRACTORS are responsible for all costs associated with any improper conduct or violations of laws or ordinances.
 - (i) CONTRACTORS shall be responsible for leaving fields and structures neat, clean, and orderly upon completion of their respective season.

5. Insurance

CONTRACTORS shall maintain the following insurance policy limits of coverage consistent with the further insurance requirement specified below.

- (a) Comprehensive general liability insurance: 1,000,000
- (b) Professional liability insurance: 1,000,000

Prior to the commencement of performance of services by CONTRACTORS and prior to any obligations of COUNTY, CONTRACTORS shall file certificates of insurance with COUNTY, showing that CONTRACTORS have in effect the insurance required by this contract. CONTRACTORS shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTORS may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTORS warrants that CONTRACTORS' self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTORS further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

6. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTORS without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

7. Negotiated Contract

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

8. Severability

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provision which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

9. Entire Contract

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

10. Time is of the Essence

Time is of the essence in the performance of this contract.

11. Notices

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or,
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first class postage fully prepaid; or,
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 13 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

12 Responsibility of Contract Administrators

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

13. Information about Contract Administrators

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY Contract Administrator for CONTRACTOR

Name: Peter Corn Name: Joe Tonascia

Title: Assistant Director of Public Works Title: Vice President

Address: 3220 Southside Road Address: P.O. Box 831

Hollister CA 95023 Hollister CA 95024

Telephone: 831-636-4170 Telephone: 801-9971

Fax: 831-636-4176 Fax: _____

14. Compliance with Applicable Laws

CONTRACTORS shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

15. Indemnification

CONTRACTORS and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

SIGNATURES

APPROVED BY VETERANS' PARK COMMISSION:

Rob Mauer

Chair
Veterans' Park Commission

Date: 2/3/04

APPROVED BY COUNTY:

Bob Cruz

Bob Cruz
Chair, San Benito County Board of Supervisors

Date: 2/24/04

APPROVED BY CONTRACTOR:

Joseph A. Torrance Hollister Little League

Name: Joseph A. Torrance

Title: V. Pres

Tax ID or Social Security Number:

77-0565999

Date: 1/20/04

APPROVED AS TO LEGAL FORM:

Karen Forcum
San Benito County Counsel

Shirley L. Murphy

By: Deputy County Counsel

Date: Jan. 26, 2004



INSURANCE IN TOUCH WITH BUSINESS

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

ADDITIONAL INSURED – OWNER, LESSOR OR DONOR

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART –
LITTLE LEAGUE BASEBALL**

Schedule

Name and Address of Person or Organization:

1. HOLLISTER ELEMENTARY SCHOOL DISTRICT
2. NORTH COUNTY JOINT UNION SCHOOL DISTRICT
3. SACRED HEART SCHOOL
4. SAN BENITO JOINT UNION HIGH SCHOOL DISTRICT
5. TRES PINOS SCHOOL
6. COUNTY OF SAN BENITO
7. CITY OF HOLLISTER RECREATION DEPARTMENT
8. RIDGEMARK INC
9. STATE OF CALIFORNIA, THE DISTRICT AGRICULTURAL
ASSOCIATION, COUNTY OR CITRUS FAIRS, THEIR AGENTS,
OFFICERS, SERVANTS AND EMPLOYEES

CONTINUED ON NEXT PAGE

Who Is An Insured (SECTION II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out the below named Little League's maintenance or use of ball fields, or other premises loaned, donated or rented to that Little League by such person or organization, and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule, unless performed by the below named Little League; and
2. That part of the ball field or other premises not being used by the below named Little League.

In the event the policy is cancelled with respect to the below named Little League before the expiration date, we will mail 30 days written notice to the designated person or organization at their last known address to us.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDT. NO.	POLICY NO. LLB 271017840	ISSUED TO: 405-09-09 HOLLISTER AMERICAN LL	EFFECTIVE DATE OF THIS ENDORSEMENT 1/12/04

Countersigned by _____

Authorized Agent 

G-142550-A
(ED. 01/02)

831-636-6175
4 Page

1/30



INSURANCE IN TOUCH WITH BUSINESS

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

ADDITIONAL INSURED – OWNER, LESSOR OR DONOR

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART –
LITTLE LEAGUE BASEBALL**

Schedule

Name and Address of Person or Organization:

- 10. BERTHA BRIGGS MEMORIAL YOUTH CENTER
- 11. SOUTHSIDE SCHOOL DISTRICT
- 12. #11 CENTRAL CALIFORNIA CONFERENCE ASSOCIATION OF SEVENTH
DAY ADVENTIST CHRISTIAN SCHOOL
- ➔ 13. VET'S PARK COMMISSION

Who Is An Insured (SECTION II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the below named Little League's maintenance or use of ball fields, or other premises loaned, donated or rented to that Little League by such person or organization, and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule, unless performed by the below named Little League; and
2. That part of the ball field or other premises not being used by the below named Little League.

In the event the policy is cancelled with respect to the below named Little League before the expiration date, we will mail 30 days written notice to the designated person or organization at their last known address to us.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDT. NO.	POLICY NO. LLB 271017840	ISSUED TO: 405-09-09 HOLLISTER AMERICAN LL	EFFECTIVE DATE OF THIS ENDORSEMENT 1/12/04

Countersigned by _____
Authorized Agent

G-142550-A
(ED. 01/02)