

RESOLUTION 22-211

A RESOLUTION TO APPROVE A USE AGREEMENT OF THE SPRING HILL LITTLE LEAGUE COMPLEX BY SPRING HILL LITTLE LEAGUE, INC.

WHEREAS, the City of Spring Hill owns and maintains the property known as the Spring Hill Little League Complex located at 301 Toone Prados Street; and

WHEREAS, the City of Spring Hill desires to set forth certain provisions for the use of said Spring Hill Little League Complex to benefit Spring Hill Little League, Inc.; and

WHEREAS, the Spring Hill Little League, Inc. is a recognized provider of high quality organized recreational youth sports within the City of Spring Hill; and

WHEREAS, the public good demands the City's permission of the use of the subject property by Spring Hill Little League, Inc. upon the terms set forth in the Use Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the attached Use Agreement for Spring Hill Little League, Inc. to use the Spring Hill Little League Complex is hereby approved and supersedes any and all prior agreements.

BE IT FURTHER RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the Mayor is authorized to execute said Use Agreement.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 19th day of September, 2022.



Jim Hagaman, Mayor

ATTEST:

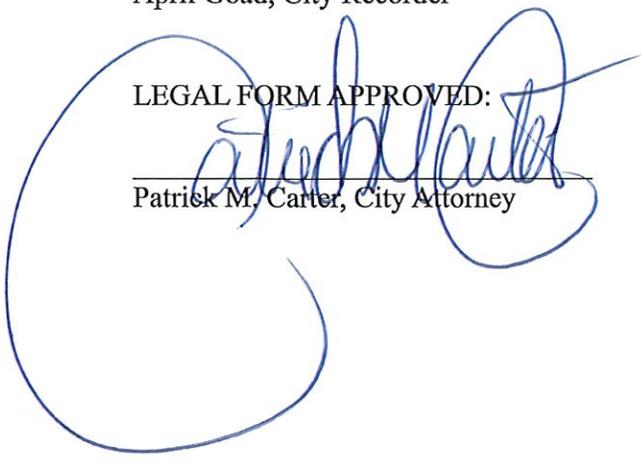


April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick M. Carter, City Attorney



This instrument originally prepared by Patrick M. Carter, Attorney, 809 South Main Street, Suite 100, Columbia, Tennessee 38401. Revised by the City of Spring Hill Parks and Recreation Commission.

USE AGREEMENT

THIS USE AGREEMENT (“Agreement”), upon good and valuable consideration, is made and entered into as of the _____ day of _____, 2022, by and between **CITY OF SPRING HILL**, (hereinafter referred to as “City”), and **SPRING HILL LITTLE LEAGUE, INC.**, (hereinafter referred to as “SHLL”).

WITNESSETH:

1. **Premises and Term.** The Premises is certain real property commonly known as the Spring Hill Little League Complex and is located at 301 Toone Prados Street, Spring Hill, Tennessee (the “Premises”). The term of this Agreement is for a period of ten (10) years, commencing on January 1, 2023, and ending on December 31, 2033.

2. **Utilities.** City shall make all arrangements and pay all utilities supplied to the Premises. Excessive use of utilities will be billed to SHLL above the normal utility costs.

3. **Use.**

SHLL shall use the Premises for providing a Little League baseball program in conjunction and affiliation with Little League International and for no other purpose without City’s prior written consent. With regards to its use, SHLL shall comply with all rules and requirements of Little League International and all City ordinances and state and federal laws concerning the Premises or SHLL’s use of the Premises, including, but not limited to:

A. 42 U.S.C. §2000(a) prohibiting discrimination for facilities and accommodations on the basis of age, disability, gender, race, national origin, and religion, in places of public accommodation;

- B. Tenn. Code Ann. §4-21-501 prohibiting discrimination for facilities on the grounds of race, creed, color, religion, sex, age, or national origin in places of public accommodation, resort or amusement;
- C. Tenn. Code Ann. §4-21-802, prohibiting state funds to be expended in connection with any facility that does not afford full membership rights and privileges to a person because of sex, race, creed, color, religion, ancestry, national origin or disability.

SHLL shall submit monthly schedules to City regarding Little League scheduling and programming. Periodically the City may request the use of the Premises for other functions or gameplay. The City, to the extent possible, shall give such notice in a timely manner of at least thirty (30) days for the alteration of previously scheduled events. Upon the City's use of the Premises, the City will be responsible for any damages done to any equipment owned, rented or leased by SHLL and City will be responsible for cleaning after its usage. In the event of an emergency, as determined by the City, the City may require use of the Premises without notice.

4. **Repairs and Maintenance.**

SHLL will be responsible for repairs and maintenance, cleaning, pest control and groundskeeping of the Premises during the term of this Use Agreement. Failure to maintain the Premises in a safe, clean and sanitary condition, in City's sole discretion, may result in a termination of this Agreement.

5. **Alterations and Additions.**

SHLL shall not, without City's prior written consent, make any alterations, improvements or additions in or about the Premises. City may require SHLL to remove any such alterations, improvements, or additions at the expiration of the term of this Agreement and to restore the Premises

to its prior condition by giving SHLL only thirty (30) days written notice prior to the expiration of the term.

SHLL shall notify City in writing at least thirty (30) days before commencement of any work related to any alterations, additions, or improvements affecting the Premises. Work shall not commence until written approval has been obtained from City. Such approval and any special conditions pertaining to the work required of SHLL by City shall be signed by the parties and made a part of this Agreement. SHLL shall procure all permits and licenses necessary before commencement of any work on the Premises.

SHLL shall pay, when due, all claims for labor and materials furnished to or for SHLL at or for use in the Premises. SHLL shall not permit any mechanic's liens or materialmen's liens to be levied against the Premises for any labor or material furnished to SHLL or claimed to have been furnished to SHLL or SHLL's agents or contractors in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of SHLL.

Unless City requires their removal as set forth above, all alterations, improvements or additions that are made on the Premises by SHLL shall become property of City and remain upon and be surrendered with the Premises at the expiration of the term of this Agreement or any early termination as provided herein.

6. **Equipment, Furnishings and Fixtures.** SHLL agrees that any and all equipment, furniture, fixtures and machinery purchased or provided by the City for use during the term of this Agreement shall, upon termination or expiration of this Agreement, become the property of City and remain on the Premises unless otherwise agreed upon in writing by City. During the term of this Agreement, SHLL shall be responsible for damages or neglect to such city property.

7. **Insurance.**

A. SHLL shall obtain and maintain during the term of this Agreement all of the following insurance coverages:

1. Comprehensive General Liability Premises Coverage with a policy limit of not less than \$1,000,000 Combined Single Limit per occurrence and annual aggregate. This amount may be reviewed by the City annually to account for any economic changes or needs.
2. Personal Property Insurance for actual cash value under all risk coverage.

B. Endorsements shall be obtained for the policies providing the above insurance for the following three provisions:

1. Additional Insured:
“The City of Spring Hill and its elected and appointed boards, officers, agents, volunteers and employees are additional insured with respect to this subject property and contract.”
2. Notice:
“Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until sixty (60) days after written notice is given to City.”
3. Other Insurance:
“Any other insurance maintained by the City shall be excess and not contributing with the insurance provided by this policy.”

C. SHLL shall provide to City upon demand certificates of insurance showing the insurance coverage and required endorsements described above, in a form and content approved by City.

D. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to

which SHLL may be held responsible for payments of damages to persons or property.

8. **Indemnity.** SHLL shall provide a defense, indemnify and hold City harmless from and against any and all claims arising from SHLL's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by SHLL in or about the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

9. **Default.** Failure to perform any provisions of this Agreement, if the failure to perform is not cured within thirty (30) days after written notice thereof has been given to SHLL by City, shall constitute default. Notices given under this section shall specify the alleged default and the applicable provisions of this Agreement, and shall demand that SHLL perform the provisions of this, within the applicable period of time. No such notice shall be deemed forfeiture or a termination of this Agreement unless City so elects in the notice. If SHLL commits a default under this Agreement, City shall have the right to terminate this Agreement upon thirty (30) days' advance notice. This remedy is not exclusive, but is cumulative and in addition to any remedies now or hereafter allowed by law.

10. **Inspections.** City shall have the right to enter the Premises at all reasonable times, without notice, for the purpose of inspecting same and making such alterations, repairs, improvements or additions to the Premises or to the building of which the Premises is a part as City may deem necessary or desirable.

11. **Surrender of Premises.** At the expiration of the term of this Agreement, SHLL shall peaceably yield up to City the Premises, in good repair and in all respects, reasonable use, wear and tear accepted.

12. **Holding Over.** Should SHLL hold over the term hereby created with the consent of City, SHLL shall become a tenant from year to year at the yearly rental then payable hereunder and otherwise upon the covenants and conditions contained in this Agreement, and SHLL shall have the first right of refusal for renewal. SHLL will continue to be such tenant until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy.

13. **Termination.** This Agreement shall not be assigned or transferred. The City reserves the right to terminate usage of the Premises at its discretion with a six (6) month notice. The City is required to, give User an opportunity to timely correct the default.

14. **Quiet Enjoyment.** As long as SHLL is not in default hereunder, City covenants that SHLL shall peaceably hold and enjoy the Premises, subject to the terms of this Agreement. All entrances, exits, approaches and means of entrance and approach, and all access to light and air now enjoyed by the Premises, shall be and remain intact and uninterrupted by any act of City during the term of this Agreement.

15. **Assignment and Subleasing.** SHLL may not assign or encumber this Agreement or sublet the Premises, either in whole or in part, without the prior written consent of City. Consent to one assignment or subletting will not be deemed a consent to any other. Any transfer by operation of law will be deemed an "assignment" requiring City's consent. In the event of any assignment or subletting, SHLL shall remain fully responsible under this Agreement.

16. **Applicable Law; Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and proper venue and jurisdiction for enforcement and/or interpretation of this Agreement shall be the Circuit Court for Maury County, Tennessee.

17. **Notice.** Any notice required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

City: The City of Spring Hill

c/o Patrick M. Carter, Esq., Registered Agent
809 South Main Street, Suite 100
Columbia, TN 38401

SHLL: Spring Hill Little League, Inc.

17. **Entire Agreement.** The entire understanding between the parties is set out in this Agreement, this Agreement supersedes and voids all prior proposals, letters and agreements, oral or written, and no modification or alternation of this Agreement shall be effective unless evidenced by an instrument in writing signed by both parties. The law of the State of Tennessee shall be applicable.

18. **Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on or as of the day and date first above written

CITY OF SPRING HILL

SPRING HILL LITTLE LEAGUE, INC.

By: 

Jim Hagaman, Mayor

By: 

Name: Rob Coates
Title: President