Bid Proposals:

City of Hartshorne now accepting applications for groups/organizations to lease the city ballfields for 1 or multi-year (per council approval and based on proposal submitted) contract to manage a city league baseball/softball/t-ball/soccer league.  Leasee will be responsible for all aspects of the field/lawn maintenance, concession stands, scheduling, team development, insurance, utilities etc... Sealed bids must be submitted to Hartshorne City Clerk by 4pm on February 20, 2024.

**City of Hartshorne Baseball Lease Agreement**

This agreement made and entered into this day of , 2024, by and between the City of Hartshorne ("Lessor") and \_\_\_\_\_\_\_\_ ("Lessee") governs activity at Hartshorne City Ballfield, beginning , , 2024 through , , 2025. Multi-Year option available, based on proposal and council approval)

**Parties objective:**

It is the intent of the parties that the Hartshorne City Ballfield does not deteriorate through misuse, or lack of attention, maintenance or repair. Both parties agree that the responsibilities outlined in this agreement are intended to prevent the deterioration of the facility and its improvements through normal wear and to maintain the facility as a first-class complex that provides recreational opportunities for the community's youth and also serve as an attraction.

**Definitions:**

Youth Baseball Program: A League program open to community youth team play at the Hartshorne City Ballfield

Third Party Group: Any group not a party to this lease - other sports sanctioning organizations.

**The parties agree as follows:**

1. Premises: The City of Hartshorne (Lessor) agrees to lease the City of Hartshorne Ballfield to (Lessee). This lease shall not be transferable to any third parties.

2. Term: The term of the lease is beginning , , 202 and concluding , , 202.(Multi-Year option available, based on proposal and council approval)

3. Exclusivity: During the period of the lease, the City of Hartshorne shall not enter into a lease

agreement with any other Baseball organization for the purpose of a league program at the City Ballfield.

4. Lease payment shall be the sum of $ and other valuable consideration.

5. Lessee shall be responsible for maintaining all areas associated with the playing fields and surrounding grounds in accordance with the standards deemed appropriate by City staff. See attached map of fields for areas to be maintained by Lessee.

6. Lessee Responsibilities:

Maintaining grounds; keeping all fields and surrounding areas mowed and weed trimmed. Maintain parking areas and playing areas litter free of paper and debris, accruing from operations and youth baseball activities. Maintain all building and grounds repairs at expense of Lessee. It shall be the responsibility of the Lessee to pay all utilities during lease.

7. Insurance: Lessee has provided a Certificate of Liability Insurance for the term of this agreement and the policy is acceptable to the parties. Lessee shall pay and maintain this coverage for the length of the Lease.

8. Site Modifications: No site modifications shall be made without approval of the City of Hartshorne.

9. Use of Portable Lights: The general policy of the City of Hartshorne is that no portable or temporary lights may be used for any sports club activity at the Complex. If a special circumstance arises, approval of temporary lighting is subject to approval by the City of Hartshorne.

In Witness Whereof, the parties have executed this Lease Agreement on the day and year first above written:

City of Hartshorne, Oklahoma

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ashley Faulkner, MBA Lessee

Mayor

Attest:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kerry Porter, City Clerk