

**FACILITY USE AGREEMENT BETWEEN
THE CITY OF VISALIA AND
VISALIA YOUTH BASEBALL (VYB)**

THIS FACILITY USE AGREEMENT made and entered into as of the _____, by and between the CITY OF VISALIA, a Municipal Corporation, hereinafter referred to as “CITY” and VISALIA YOUTH BASEBALL, hereinafter referred to as “VYB”.

WITNESSETH:

For and in consideration of the covenants and agreements hereinafter contained on the part of VYB to be kept and performed, and in consideration of the usage costs to be paid to CITY as hereinafter set forth, CITY hereby agrees to enter into a Facility Use Agreement with VYB for priority use of Riverway Sports Park, including the use of four (4) baseball fields (CR Shannon Baseball Complex), Saputo field, Special Event Promenade, and the shared use of the concession stand and restroom facilities, for specified dates and times listed within agreement for regular games and tryouts.

1. TERM

The term of this FACILITY USE AGREEMENT is three (3) years with two (2) one (1) year extensions, commencing on February 24, 2026, and ending on February 23, 2031.

2. FEES AND CHARGES

VYB shall pay CITY for regular league tryout and game use during the contracted dates listed in Section 3, a field rental fee equal to 25% of the hourly Private Rate listed in the City’s Fees and Charges Schedule for Year One of this FACILITY USE AGREEMENT, 37.5% of the hourly Private Rate listed in the City’s Fees and Charges Schedule for Year Two of this FACILITY USE AGREEMENT, and 50% of the hourly Private Rate listed in the City’s Fees and Charges Schedule for each year thereafter. Field light use shall be charged at the full fee Non-Profit Rate listed in the City’s Fees and Charges Schedule. VYB’s use of the concession stand for sales/operations shall be charged \$30/day of use. The City’s Fees and Charges Schedule are set annually and are approved by City Council in June for the next fiscal year, July 1 – June 30. As rates are adjusted, so shall VYB’s field rental rate, field light use rate, and concession stand rate.

All uses outside of the contract period shall be billed at the current Non-Profit rate of the City’s Fees and Charges Schedule.

The City shall invoice VYB at the end of each month of use for all fees as described above. Payment is due within thirty (30) days of invoice. All payments not received by the due date shall be subject to a two percent (2%) late fee penalty of the amount due.

In addition to the above facility use fees, and in exchange for reduced facility use rates, VYB shall provide in-kind improvements to the baseball fields, concession stand, or general park area on an annual basis in an amount no less than \$4,000 per year. Said improvements shall be completed in accordance with Section 20 of this FACILITY USE AGREEMENT.

CITY recognizes that VYB has fulfilled their in-kind contribution for 2026, 2027, 2028, 2029,

and 2030 through the in-kind project performed in the Winter of 2025-2026. The purchase and installation of four (4) scoreboards; scoreboards cost \$32,083.61. VYB recognizes that the contribution of the scoreboards will adhere to Section 20.

3. USE

The City of Visalia adopted a Priority Use Policy on December 18, 2012. The policy is used to determine priority use for recreational facilities, see Attachment A. Pursuant to this FACILITY USE AGREEMENT and in accordance with the City's Parks and Recreation Facility Use Policy, VYB shall have Priority 1 Level 2 right of use after City activities and programs of the CR Shannon Baseball Complex; including fields and concession stand and Saputo field for dates listed below for the contract period.

Section IV Eligibility states "facility use shall be granted based on the following priority:

Priority 1:

1. City activities and programs.
2. Facility use agreements (organizations having special status assigned by City Council action as a result of having historical use of facilities).

Annually VYB shall submit a request in writing by January 1st expressing their intent to extend contract for additional year. Upon mutual agreement of the CITY, the Facility Use Agreement may be extended for any additional one-year term remaining within the agreement term listed in Section 1.

Prior to each season VYB shall submit a request for league start and end dates, time blocks per field use in accordance with the City's Parks and Recreation Facility Use Policy Section III Facility Request Use Deadlines, requests must be in writing. Concession stand use for sales/operations must also be in writing with start and end time blocks for hours of operation (when open for sales). VYB may only request the amount of field space to accommodate regular season play games.

Ten business days prior to each season's start date VYB shall submit in writing a finalized comprehensive game schedule. The maximum number of games shall be scheduled at ten (10) per hour, including use of Saputo Sports Field and Special Event Promenade from 8:00 a.m. to 11:00 a.m. After 11:00 a.m. the maximum number of games scheduled will be eight (8) per hour.

Spring season tryout and game use shall be from the second to last Saturday of January until the second Sunday of May. Spring priority right of use will be on Mondays, Wednesdays, and Thursdays 3:00 p.m. until 10:00 p.m. and Saturdays and Sundays from 8:00 a.m. until 10:00 p.m. Spring season priority usage will include the use of Saputo Sports Field on Saturdays only 8:00 a.m. until 10:00 p.m. and the Special Event Promenade from 8:00 a.m. until 11:00 a.m. for t-ball ages 4-5 years old

Fall season tryout and game use shall be from the last Saturday of September until the Sunday before Thanksgiving in November. Fall priority right of use will be Sundays from 8:00 a.m. until 10:00 p.m. at CR Shannon Baseball Complex and Saputo Sports Field.

CITY agrees that VYB shall have exclusive use of the premises for three weekends (Saturday and Sunday) per year for tournament play at the contractual rate, listed in Section 2. Tournament field use and ballfield light use on weekdays will be charged at the full Non-Profit Rate. VYB must submit in writing no less than three months advance notice through the City's application process, CITY maintains the authorization to deny request if requested dates impede on another event or use of the facility.

VYB acknowledges that there will not be any "gate" or admission charge for regular season play or any charges for parking. VYB acknowledges that if they do charge "gate" or admission charge during tournament play that they will be required to pay the full Non-Profit Rate listed in the City's Fees and Charges Schedule for field use. CITY acknowledges and permits, without revocation, the right for VYB to charge "gate" or admission to the facility for the purpose of tournament play only.

CITY shall have the right of access to the premises at all times. VYB agrees to use the premises and property which are the subject of this FACILITY USE AGREEMENT, exclusively in connection with the operation of Visalia Youth Baseball and its related activities so long as it does not interfere with any scheduled use of the facility. The CITY reserves the right to deny access to the facility if facility is being utilized by other groups/programs. If access is denied the CITY will assist in developing an appropriate schedule for VYB's access.

The CITY reserves the right to cancel or suspend any scheduled use by VYB in the case of inclement weather or other conditions that threaten the health and safety of participants and/or may result in damage of City facilities. Representatives from the CITY and VYB may meet prior to scheduled use, if feasible, to assess the conditions of the park and determine what can be done to protect the turf and/or public interest. The final decision to cancel an event will be determined by the City's Director of Parks & Recreation or their designee.

4. OTHER USERS AND TOURNAMENT SEASON

VYB acknowledges that any time and/or field not reserved by VYB shall be allocated by the CITY to another facility user, provided that said use does not conflict with VYB's use of premises.

VYB acknowledges that the CITY has established a tournament season for all leagues/organizations to apply for use of CR Shannon Baseball Complex. The tournament season will start on the last Saturday of May through the first Monday of September. Requests for use during the designated tournament season are due no less than 3 months in advance.

5. CONCESSION STAND

VYB is exclusively responsible for the operation of the concession stand and for the direction and control of all volunteers, employees, or contractors for concession operations during VYB's designated and agreed upon times to operate at the facility. VYB acknowledges that other entities will be utilizing said facility during times not designated to VYB, and that accommodations have been arranged for so that inventory items can be stored and locked during unused times.

CITY shall be responsible for ensuring facility is clean and ready for use prior to the start of season.

VYB shall ensure that the concession stand is left clean and in good repair after each use. In the operation of said concession stand, VYB shall comply with and provide copies of all applicable permits and requirements set forth by the Tulare County Health and Human Services Agency. The CITY shall not be responsible for damage and/or theft of personal property of VYB.

At the conclusion of each season, VYB shall be responsible for returning the facility to the state it was in prior to their usage. VYB shall remove all personal property from the common areas no later than one week from the conclusion of regular season play. Perishable food and appliances shall be removed from the common areas, floors, walls, and assigned cabinets shall be free of debris and cleaned. Perishable food shall be removed from the storage room.

If personal property is not removed as required herein, the CITY will remove the items and invoice VYB the direct cost including staff time associated with removing their items.

6. ADDITIONAL SERVICES

Due to the size and nature of VYB's program, additional services, above and beyond normal operational services provided by the City, are required.

- a. Portable restrooms: VYB shall provide additional portable restrooms for Opening Day, tournaments, and other days of projected heavy attendance. If additional services are needed or requested solely for VYB's use, VYB shall pay the CITY for the cost incurred for additional services. Such costs shall be invoiced each month. Payment for additional services is due within thirty (30) days of receipt.
- b. Refuse:
 - i. CITY shall be responsible to dump the trash cans and blow the common areas one (1) time every morning of scheduled use.
 - ii. VYB shall be responsible to provide additional appropriate refuse and/or recycle containers to accommodate trash generated by its participants.
 - iii. VYB shall be responsible to collect any trash/litter and dump the trashcans throughout the baseball complex, including spectator areas, bleachers, dugouts, restrooms, playing fields, throughout their scheduled use of the facilities and a final dumping of all trash at the end of each day of use.
- c. Restroom service:
 - i. CITY shall be responsible for routine and ordinary cleaning and stocking the restrooms for each day of scheduled use; one (1) time daily.
 - ii. VYB shall be responsible for providing additional appropriate cleaning and stocking of the restroom throughout their scheduled use of the facilities with at least a final cleaning at the end of each day of use. This includes ensuring that floors are free of debris, trash cans are emptied, toilets are flushed, and sinks are free of debris.

7. INSTALLATION OF SIGNS AND/OR BANNERS

During the term of this FACILITY USE AGREEMENT, VYB shall have the following rights in

regard to installation and removal of signs and/or banners:

Signs and/or banners may be displayed seasonally and may be installed one week prior to game commencement and one week after the last day of regular season games. Signs and/or banners may be installed for scheduled tournaments, signs and/or banners may be installed the first day of tournament and removed by last day of tournament. Banners must be in good condition and hanging position.

Signs and/or banners must be placed upon designated areas on Fields 1 and 2 within the CR Shannon Baseball Complex only and must face the interior of the premises. No signage shall be allowed to be displayed facing the park, Giddings St. or Riverway Dr.

VYB shall be allowed to display signs and/or banners within the Saputo Field area, the signs and/or banners must be removed daily and cannot have any reference to dairy products. The signs and/or banners must be placed upon in designated areas only and must face the interior of the Saputo Field area. No signage will be allowed to be displaced facing the park or Riverway Dr.

VYB shall be permitted to display signs and or banners on the scoreboards located on Fields 1, 2, 3, and 4 at the Shannon Baseball Complex only. All signs and/or banners must face the interior of the premises. The signs and or banners shall not be used for field naming purposes.

VYB assumes sole responsibility for all signs and banners it installs, operates, or maintains. This includes full financial liability for fabrication, installation, maintenance, and removal. VYB shall obtain all required permits from the City Planning Division in strict accordance with the City of Visalia Municipal Code, Chapter 17.48 (Sections 17.48.010 et seq.).

8. FACILITY MAINTENANCE

During VYB use, VYB shall assume responsibility for all maintenance as set forth in Section 9, damage, repair, and upkeep of the aforementioned premises, excepting CITY's maintenance and upkeep as set forth in Section 9.

VYB agrees to immediately notify CITY (within 24 hours) of any damage to the premises including such items as the concession stand or restroom, fixtures, equipment, grounds, landscaping, sprinklers and irrigation, so that CITY may determine whose responsibility it is to repair or replace and determine the manner in which the repair or replacement is to be completed. Furthermore, CITY shall have sole discretion in determining whether the damage or destruction resulted from or in connection with VYB.

Throughout the term of this FACILITY USE AGREEMENT, VYB shall agree to maintain its personal property (portable equipment, storage units, etc.) in a manner agreeable to CITY. VYB shall be responsible for picking up and disposing of trash and litter after each use as set forth in Section 6. VYB shall also be responsible for any repair or maintenance resulting from vandalism and/or graffiti on equipment or structures that are owned by VYB. Said graffiti removal shall be completed in accordance with the current Ordinance governing graffiti removal in the City of Visalia.

9. GROUNDS MAINTENANCE

CITY shall be responsible for the regular grounds maintenance of the CR Shannon Complex outfields, common areas, and Saputo Field throughout the calendar year including maintenance of the irrigation system as needed, regular mowing at least once per week March - October, fertilizing at least three times per year, spraying for weeds in turf at least twice per year, and gopher/rodent control as needed. CITY shall also be responsible for major structural repairs and/or capital improvements to the premises which are the subject of this FACILITY USE AGREEMENT. CITY shall have the sole discretion of determining what constitutes major structural and/or capital improvements. CITY further agrees to be responsible for the damages and/or repairs caused by organizations, groups and/or special events held on the premises and scheduled by the City of Visalia.

VYB will be responsible for the regular grounds maintenance of the four infield areas of the CR Shannon Baseball Complex throughout the calendar year. VYB shall provide the City Schedule of Maintenance which shall include, but it not limited to mowing at least once per week throughout the calendar year, fertilizing at least three times per year, spraying for weeds in turf at least twice per year, detailed trimming at least once per month, grooming as needed, edging the infield and grass line to the outfield as needed, and filling of holes as needed.

VYB shall assume responsibility for preparation of playing fields (filed lines, bases, dragging of fields, etc.) prior to games. At the end of each day of use VYB shall be responsible to fill holes, tamper batter/catcher box, rake/screen drag infield, and replace base plugs.

If a VYB maintenance project requires a facility closure exceeding one day or hinders access for other users, VYB must submit a written request at least two months in advance. The City reserves the right to deny the proposed schedule; in such cases, representatives from both parties will meet to coordinate an alternative date. Final scheduling authority rests with the City's Director of Parks & Recreation or their designee.

10. STORAGE

VYB may maintain up to six (6) storage containers (e.g., sea trains) in City-designated areas per Attachment B, overview map of facility. Each container is subject to City approval and must not exceed 20' x 8'. Containers must comply with all City standards regarding size, location, color, and physical condition.

VYB shall maintain all containers in a clean and professional condition.

- **Advertising:** No business advertising is permitted on containers, with the exception of the original manufacturer's branding.
- **Graffiti & Repairs:** VYB must monitor and inspect containers regularly. Any graffiti must be removed and repairs completed within ten (10) days of discovery or notification.

The storage of chemicals or flammable materials is strictly prohibited, with the exception of City-approved field and turf marking paint.

VYB shall be allowed to store infield mix within the designated areas of the Park Yard area must

be kept clear of debris.

The CITY is not responsible for damage and/or theft to VYB property while stored at the facility.

VYB must obtain and retain proper insurance for storage containers and their contents for the duration of the FACILITY USE AGREEMENT set forth in Section 17. VYB shall submit an inventory list at the beginning of each season of the items stored in the containers.

11. PARKING / USE OF MOTORIZED VEHICLES

Vehicles must be parked in designated parking areas. VYB may not charge for parking without written consent from the CITY. VYB may not reserve parking spots without written consent from CITY. CITY maintains the authorization to deny any request from VYB for charging for parking or reserving parking spots. RV parking shall be restricted to the north overflow lot on Riverway Drive. Overnight camping is not allowed.

VYB use of motorized utility vehicles on park premises, including but not limited to golf carts, GEM cars, and Utility vehicles, is restricted to licensed drivers and use of vehicles must be in conjunction with VYB program functions and/or duties.

12. OUTSIDE VENDORS

Only VYB is permitted to provide goods and/or services under the agreement. If VYB desires to have an outside vendor provide food, entertainment, goods or other services, such vendor must be pre-approved in writing by the CITY. VYB shall submit in writing a request for the outside vendor no less than ten (10) business days prior to the desired date of vendor rendering service. Only vendors with a valid City of Visalia Business Tax Certificate and other permits as required by Tulare County and/or the State of California will be considered. Authorized vendors must provide the CITY with a certificate of insurance naming the City of Visalia as additionally ensured for the date(s) and time(s) of service. City will determine and specify where each vendor is permitted to operate.

13. SECURITY

VYB shall provide security and supervision at all scheduled activities, including crowd control, at a level satisfactory to CITY, sufficient to ensure adequate protection of the premises which are the subject of this FACILITY USE AGREEMENT. This shall include the presence of VYB Board Members during VYB use of the facility.

VYB acknowledges that additional security measures, such as but not limited to, video recording cameras cannot be installed or placed within the premises without CITY written authorization. The CITY reserves the right to deny any request.

The City will provide VYB with two (2) sets of facility keys. VYB is responsible for duplicating additional keys for its board members and must maintain a formal tracking system for their distribution and collection. Upon request, VYB shall provide the City with updated key logs and distribution records.

14. ASSIGNMENT

VYB shall not assign or otherwise transfer any interest in this FACILITY USE AGREEMENT to any person, firm or corporation during the term of this FACILITY USE AGREEMENT or any extension thereof without the written consent of CITY first had and obtained.

15. INDEMNIFICATION

VYB hereby agrees to and shall defend, protect, indemnify, and hold harmless the CITY and all officers, agents, representatives, and employees thereof from any and all liability, claims, or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defense of any of the said parties from said claims or liability, because of or arising out of, directly or indirectly, the acts or omissions of VYB, VYB'S independent contractors, employees, representatives, agents, and invitees, and the passive or active negligent acts or omissions of the CITY or its officers, agents, representatives, and employees while acting within the scope of their duties regarding work to be performed pursuant to this agreement. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims, or liability. This FACILITY USE AGREEMENT shall be binding upon VYB whether or not there are any allegations of fault negligence or liability of the indemnities hereunder.

16. VOLUNTEERS/EMPLOYEES

VYB shall be responsible to adhere to any local, county, state, or federal laws for conducting criminal background checks on all volunteers, including but not limited to, coaches, umpires, and others who will be in a position to supervise youth under 18 years of age or vulnerable adults. VYB agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults.

17. INSURANCE REQUIREMENTS

VYB shall procure and maintain for the duration of this FACILITY USE AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use or occupancy of the premises by VYB, their participants, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this FACILITY USE AGREEMENT, or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Automobile Liability for any auto with limits no less than \$1,000,000 per accident for bodily injury and property damage. If VYB has no owned autos, limits no less than \$1,000,000 per accident for bodily injury and property damage for hired and non-owned autos.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than

\$1,000,000 per accident for bodily injury or disease. If VYB has no employees, a waiver of Workers' Compensation coverage may be approved by CITY's Risk Manager upon completion and submission of the CITY's Request for Waiver of Workers' Compensation Insurance Requirement form.

4. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, VYB shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
5. **Tournament and Clinic Insurance:** Tournament and Clinic insurance with limits no less than \$1,000,000 per accident and \$2,000,000 general aggregate. The policy shall include Accidental and Medical Expense limit of no less than \$250,000 per accident.

If VYB maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by VYB. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City of Visalia, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of and in connection with VYB's use or occupancy of the premises.
2. **Primary Coverage.** For any claims related to this FACILITY USE AGREEMENT, VYB's insurance coverage shall be primary and non-contributory insurance coverage. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of VYB's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy.** VYB may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.
4. **Waiver of Subrogation.** VYB hereby grants to CITY a waiver of any right to subrogation which any insurer of VYB may acquire against the CITY by virtue of the payment of any loss under such insurance. VYB agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
5. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30-days written notice to the CITY.
6. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the CITY. The CITY may require VYB to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

7. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
8. **Claims Made Policies.** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown and must be before the date of the agreement or the date that work under this agreement begins.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of work performed as required by this agreement.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the agreement effective date, VYB must purchase "extended reporting" coverage for a minimum of five years after the completion of work performed as required by this agreement
9. **Verification of Coverage.** Contractor shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive VYB's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **Special Risks or Circumstances.** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

18. CODE OF CONDUCT

VYB shall create and maintain a Code of Conduct and require participants, coaches, and parents to complete and comply with said Code of Conduct. VYB's Code of Conduct shall reinforce compliance to all City ordinances, Park rules, and all General Rules and Regulations as set forth in the City of Visalia Parks and Recreation Facility Use Policy Section VII (Attachment A).

19. ANNUAL REPORTS

VYB agrees to provide annual reports, to include league registration numbers, participant names and address of residency information, financial statements, proof of non-profit status, and other reports as requested by the CITY. Reports shall be used to determine adequate field allocation. Facility usage hours and participant numbers may be shared with City Council.

20. IMPROVEMENTS

As set forth in Section 2, VYB shall have the opportunity to make certain improvements to the premises and property which is the subject of this FACILITY USE AGREEMENT, provided that VYB obtains the prior written approval of CITY for any such improvements. Upon the expiration of this FACILITY USE AGREEMENT, and any extension thereof, all such improvements shall automatically revert to CITY'S ownership. Should the CITY elect to require the VYB to remove said improvements, VYB shall do so and return the property to its original condition, allowing for reasonable and normal wear.

21. DISCRIMINATION

VYB as an organization, including personal representatives, successors in interest, and assignors, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, sex, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises.

22. TERMINATION

In addition to any other provision in this FACILITY USE AGREEMENT, this FACILITY USE AGREEMENT may be canceled or terminated upon the following:

- a. This FACILITY USE AGREEMENT and the license hereby granted may be terminated or canceled, with or without cause, at any time by either party hereto by giving to the other party not less than sixty (60) days written notice.
- b. This FACILITY USE AGREEMENT shall terminate automatically if either party hereto fails to remedy any breach or any term or condition of this FACILITY USE AGREEMENT within thirty (30) days after receiving written demand from the other party to do so. If however, either party is diligently proceeding in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction.
- c. VYB agrees at the end of the FACILITY USE AGREEMENT term or in the event of an early termination, as provided for herein, to quit and deliver up said premises in as good condition as they are now, ordinary wear and tear excepted.

23. AMENDMENT

This FACILITY USE AGREEMENT may be amended at any time by mutual agreement of the parties in writing.

24. NOTICE

All notices to be given by CITY pursuant to this FACILITY USE AGREEMENT shall be mailed to:

City of Visalia
Parks and Recreation Department
345 North Jacob St
Visalia California 93291;

and all notices to be given to VYB pursuant to this FACILITY USE AGREEMENT shall be mailed to:

Visalia Youth Baseball
c/o League President

For the purpose of this AGREEMENT, VYB shall designate one point of contact with which the CITY shall coordinate the use of fields, maintenance concerns and other communications. This representative or a designee in their absence will be the only authorized agent of VYB to coordinate use throughout each season.

25. ENTIRE AGREEMENT

This FACILITY USE AGREEMENT contains the entire understanding and agreement between the parties. No promise, representation, warranty, or covenant not included in this FACILITY USE AGREEMENT has been or is relied on by either party. Each party has relied on his/her own examination of this FACILITY USE AGREEMENT, counsel of its own advisors, and warranties, or representations, or covenants in the FACILITY USE AGREEMENT itself. The failure or refusal of either party to inspect the premises or improvements, to read the FACILITY USE AGREEMENT or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advise.

IN -WITNESS WHEREOF, the parties have executed this FACILITY USE AGREEMENT as of the date first above written.

VISALIA YOUTH BASEBALL

CITY OF VISALIA

VYB Board President Date

Leslie Caviglia, City Manager Date

Risk Management Date

APPROVED AS TO FORM:

City Attorney Date