

Big Walnut Schools and Big Walnut Baseball and Softball Field Usage and Scheduling Agreement

Effective Date: October 1, 2024

Parties:

Big Walnut Local Schools (hereinafter referred to as "BWLSL")

Address: 713 Miller Dr, Sunbury, OH 43074
Contact: Brian Shelton

Big Walnut Baseball and Softball Association (hereinafter referred to as "BWBSA")

Address: PO Box 66
Sunbury OH, 43074
Contact: Danny Schuerman

Purpose:

This Agreement outlines the terms and conditions for BWBSA's use of the baseball fields owned and managed by BWLSL. This Agreement applies to the following locations:

Diamonds:

- Middle School Baseball Diamond at 555 S. Old 3C Road
- Middle School Softball Diamond at 555 S. Old 3C Road
- Intermediate School Baseball Diamond at 777 Cheshire Road
- Intermediate School Softball Diamond at 777 Cheshire Road

Legacy Fields:

All fields currently maintained by BWBSA that are on BWLSL grounds, including:

- o Big Walnut Elementary at 940 South Old 3C Road
- o Prairie Run Elementary at 701 North Miller Drive
- o Early Learning Center at Harrison Street at 70 Harrison Street
- o The Field previously Known as the Freshman Baseball Field at the rear of the property at 555 S. Old 3C Road.
- o The Field previously known as the JV Softball Diamond at the 105 Baughman Street address of the current inactive school building.

Excluded BWBSA Fields:

BWBSA manages one additional field adjacent to BWLSD grounds that is not managed or owned by BWLSD, as noted below. This field will continue to be maintained by BWBSA with exclusive rights as defined in the agreement with the City of Sunbury.

- General Rosecrans Elementary at 301 South Miller Drive

Terms and Conditions

Field Access and Scheduling Rights

1.1 BWLSD Period: BWLSD shall have exclusive rights to schedule and use the fields listed in the “Diamonds” category. BWLSD will work in good faith with BWBSA to permit BWBSA to use the “Diamonds” facilities when they are not being used by school-sanctioned teams.

1.2 BWLSD will manage field maintenance and scheduling of the “Diamonds” during the school district season.

1.3 BWLSD will manage field maintenance and scheduling of the “Diamonds” during the school district season. For any “Diamonds” not being used by BWLSD for competition during the school district season, BWLSD agrees to allow the BWBSA to schedule and play on the “Diamonds.”

Maintenance, Upkeep, and Scheduling

2.1 During the periods of their respective usage, each party is responsible for the maintenance and upkeep of all fields, including but not limited to dragging, baselining, litter collection, and field repairs.

2.2 BWLSD will provide the materials for all upkeep and maintenance procedures for the “Diamonds.” BWBSA will conduct the maintenance and upkeep on the “Diamonds” it manages during its period of scheduling during the year.

2.3 BWLSD will continue the weekly mowing of the grass.

2.4 - BWLSD will fertilize the following fields.

- Middle School Baseball Diamond at 555 S. Old 3C Road
- Middle School Softball Diamond at 555 S. Old 3C Road
- Intermediate School Baseball Diamond at 777 Cheshire Road
- Intermediate School Softball Diamond at 777 Cheshire Road

2.5 BWBSA will have access to equipment and materials currently stored at BWIS and BWMS.

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2.6 For scheduling field usage when fields are being managed by BWBSA, the BWBSA will do the following:

2.6.1 Designate a primary scheduler and a scheduling tool that will coordinate the scheduling and usage during the appropriate periods.

2.6.2 File with the BWLSD Scheduling Coordinator a form to request usage of the fields and the appropriate proof of insurance corresponding to the district's policies and with the proper BWLSD designee.

2.6.3 Communicate with BWBSA resources and coordinate the schedule for usage and ensure that maintenance is occurring with regular scheduling and quality assurance that meets both parties' agreed-upon standards for maintenance and upkeep.

2.6.4 Collaborate with the Baseball Boosters by reserving some field times for fundraising opportunities by renting the fields for tournament usage with tournaments like Perfect Game Events, the Buckeye Elite Showcase, the Worthington Wood Bat tournament, and other similar events. For these events coordinated by the Baseball Boosters, they will be responsible for field maintenance and collecting the revenue for these events.

Additional Financial Considerations

3.1 For the repair work completed at 777 Cheshire Rd Baseball diamond, the BWBSA will cover the costs to peg bases at 80 and 70 feet.

3.2 Both BWLSD and BWBSA agree to discuss future cost-sharing initiatives for improvements and capital investment at the facilities for things like dugouts at the Intermediate School diamonds and other projects that both parties can agree to through a separate planning and cost-sharing process.

3.3 Any capital improvements made to any facility or field on the property of the BWLSD must be approved by the Superintendent prior to any work commencing.

Liability and Insurance

4.1 BWBSA shall maintain adequate insurance coverage (minimum of \$1 million/occurrence, \$3 million total) for their activities on the fields and shall provide proof of such insurance to BWLSD. They must also ensure that any entities that they may sublease the fields to must also present such proof of insurance as required by BWLSD policy.

Termination

5.1 This agreement is subject to review and renewal on an annual basis. Either party may terminate this agreement with written notice 180 days in advance. If there is no notice, the agreement will auto-renew on the first day of October of each year.

Dispute Resolution

6.1 In the case of any disputes, the parties agree to engage in good faith mediation to resolve the issue before resorting to legal action.

Joint Recreational District

7.1 The land at:

- o Big Walnut Elementary at 940 South Old 3C Road
- o Prairie Run Elementary at 701 North Miller Drive
- o Early Learning Center at Harrison Street at 70 Harrison Street

*May be transferable to a Joint Recreation District, should such an entity be created with a local municipality and the Big Walnut Local School District.

Signatures

Big Walnut Local Schools

Name

Date

Big Walnut Baseball and Softball Association

Name

Date