



*Town of Haverhill*  
**Ball Field License Agreement**

The Town of Haverhill, Florida, a Florida Municipality, (hereinafter "Town") hereby grants to:

NAME: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: Cell: \_\_\_\_\_ Business: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

(hereinafter "Licensee"), as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010, the non-exclusive and revocable right, privilege and permission to utilize the baseball field located adjacent to the existing Town Hall between Charlotte Street and Durham Street (hereinafter "ball field") and more particularly described as:

**Lot 6 and 7, BELVEDERE ESTATES, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida recorded in Plat Book 22, Page 54.**

Under the following terms and conditions:

1. Such License, and the rights and privileges granted herein shall be non-exclusive and revocable. The ball field is available for use Monday through Wednesday from 5:00 p.m. to 9:00 PM and Friday from 5:00 p.m. to 9:00 p.m. and Saturday and Sunday from 9:00 a.m. to 9:00 p.m., except for Town of Haverhill legally recognized holidays and/or if the Town of Haverhill's Pavilion has been reserved for said weekend.
2. The Licensee agrees to maintain the ball field and facilities in a clean and sanitary condition and to repair any damage caused by it or its employees, invitees, players, or spectators. This cleaning, maintenance and repair obligation not only includes the field but the bleachers, concession areas, dugouts, and parking areas around the Town Hall and maintenance building.
3. No alteration or modification of any kind or nature of the realty described above or any improvements located thereon, shall occur without the express written consent of the Town. Licensee shall not place any signage at the ball field, without the express written consent of the Town. Licensee shall cause no expense for which the Town may be ultimately liable. If Licensee causes expense, Licensee shall reimburse the Town, or provide written proof of payment within five (5) days thereof.
4. The Licensee shall carry medical and liability insurance coverage for all participants in the baseball program and other general liability and property insurance on the ball field at all times, at such amount and coverage as is

- necessary to completely indemnify and save harmless the Town without loss as determined by the Town. The Licensee shall provide a Certificate of Insurance to the Town Clerk in the amount and form acceptable to the Town as a condition to use of the premises described above. The Town shall be listed as an “additional
5. named insured” under said policy and Licensee’s policy shall be deemed primary. Any release signed by all participants in any baseball program shall also run in favor of the Town, or the Town, in its sole discretion, may require the participants, or their guardians, if the participants are minors, to sign a release in favor of the Town.
  6. The Licensee further agrees to indemnify and hold harmless, including attorneys’ fees and costs, the Town for any loss, damage, claim, actions or causes of action, etc. arising out of any wrongful death, personal injury or damage to property arising out of the operation, maintenance or use thereof.
  7. This License is personal and shall not be assigned or transferred without the written consent of the Town.
  8. This License may be terminated by either party, with or without cause, upon ten (10) days written notice to the other party.
  9. The Town also reserves the right to refuse and/or cancel rentals due to conflict in schedules, and adverse weather conditions.
  10. In consideration of the rights and privileges granted by the Town to the Licensee, Licensee shall pay the Town a license fee in accordance with the attached Fee Schedule.
  11. During the course of Licensee’s use of the ball field, Licensee shall implement such rules and policies that would reflect positively on the health, safety, morals and welfare of the Town and its residents. Given the fact that the participants will be children, great care must be given by Licensee to ensure that the program has as its end the edification of the children rather than degradation. This is extremely important in light of the great variation in skill level, maturity and physical development in young children. Moreover, the Licensee shall not deny use of or admittance to the baseball program on the basis of race, religion, color, national origin, sex, age, disability, ancestry or sexual orientation.
  12. This License is personal to the Licensee and may not be assigned or transferred in whole or in part. In other words, only the Licensee shall use the ball field and no other team or teams may use it without signing a separate license agreement with the Town.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

LICENSEE:

TOWN OF HAVERHILL

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

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

Print Name: \_\_\_\_\_

Joseph Roche, Director of  
Public Works

WITNESS:

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_