

STATE OF ALABAMA)

TALLADEGA COUNTY)

**AMENDMENT TO AGREEMENT FOR LAND USE
OF SYLACAUGA BASEBALL FIELDS LOCATED
IN WINGARD PARK**

The agreement entered into on the 20th day of November, 2007 by and between the City of Sylacauga and Sylacauga Little League Association, is hereby amended as follows:

The agreement is renewed by mutual agreement for an additional seven-year period. Agreement will expire November 20, 2024.

It is mutually agreed that liability insurance in the amount of at least \$1,000,000.00 shall be maintained on all playing fields, and the City of Sylacauga shall be named as additional insured on these insurance policies.

This amendment is hereby approved this 19th day of August, 2014.

City of Sylacauga


Doug Murphree, Mayor

Sylacauga Little League Association


Tommy Culver, President

ATTEST:


Patricia G. Carden, City Clerk/Treasurer

AGREEMENT FOR LAND USE OF SYLACAUGA BASEBALL FIELDS LOCATED IN WINGARD PARK

THIS AGREEMENT is between the City of Sylacauga, a municipal corporation hereinafter referred to as the "City", and the Sylacauga Little League Association, hereinafter referred to as the "Association." In consideration of the following mutual covenants and agreements, the City agrees to allow the Association the use of the playing fields, namely: Wingard Park (McEwen Field, Peters Field and Roberts Park) under the following terms and conditions:

CONDITIONS:

1. The City does grant to the Association the use of Wingard Park to be used solely for little league baseball games for a term of 10 years subject to right of the City to terminate as hereinafter enumerated.
2. The Association shall make capital improvements to the fields and maintain said fields in good and safe condition during the terms of this agreement.
3. The Association shall by January 30 of each year hereinafter file with the City Clerk an itemized and verified statement of capital expenditures incurred by the Association relative to Wingard Park. Failure to file this statement shall waive any claim for reimbursement if this agreement shall terminate prior to the end of the agreement.
4. The City shall have the right to terminate this agreement by notifying the Association in writing. The termination shall be effective one (1) year from the date of the notice.
5. The Association shall have the care, custody and control of said Wingard Park during the term of the agreement subject to the City using said field for City purposes when not in use by the Association.
6. This agreement shall be non-assignable by the parties hereto except that in the event the Boys Little League should cease to use Wingard Park then this land use agreement, upon written consent of City, may be assigned to Girls Little League under the same terms and conditions as set out in this agreement.
7. It is further provided that since the Little League program is a valuable service to the youth of our city, that the City of Sylacauga shall continue to pay the

expenses of the utility services currently in place and paid by City for the Little League Fields as set out herein.

8. The Association shall during the term of this agreement, maintain liability insurance on the premises with the City named in said coverage along with the Association. BIM

DATED this 20th day of November, 2007.

CITY OF SYLACAUGA,
A municipal corporation

BY: Sam H. Wright
Sam H. Wright, Its Mayor

ATTEST:

Patricia G. Carden
Patricia G. Carden, City Clerk

SYLACAUGA LITTLE LEAGUE ASSN.

BY: TJ Al

ATTEST:
