

## LEASE

This lease made on the 13<sup>th</sup> day of November, 2023, between WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION, 1130 N. Salisbury Street, West Lafayette, Indiana, hereinafter referred to as lessor, and WEST LAFAYETTE YOUTH BASEBALL, INC., 3069 Benton Street, West Lafayette, Indiana, hereinafter referred to as lessee. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Subject and Purpose.** Lessor leases the premises located in the County of Tippecanoe, State of Indiana, and more particularly described as follows:

"Little League Ball Diamonds Located behind West Lafayette Elementary School (WLES)"

to lessee for lessee's use of the premises to operate Little League Baseball and Softball and events related thereto including the following: baseball, softball and tee-ball practices, games and tournaments, fundraising events, community meetings, sales of concessions, restrooms, children play area, and those uses associated with the activities of the lessee.

2. **Term and Rent.** Lessor demises the above premises for a term of three (3) years, commencing December 1, 2023, for the sum of One Dollar (\$1) per annum. All rental payments shall be made to lessor at the address specified above. Lessee shall pay the rent as specified herein, without relief from valuation and appraisal laws. The total cost of the rent may be prepaid.

3. **Alterations, Additions and Improvements.** Lessee shall make no major alterations, additions or improvements to the premises without the prior written consent of the lessor. Any alterations, additions or improvements, to which lessor consents, shall be performed in a workmanlike manner.

4. **Repairs.** Lessee shall, at all times during the lease and at lessee's own cost and expense, repair, replace and maintain in a good, safe and substantial condition, all buildings and any improvements, additions and alterations thereto, on the demised premises, and shall use all reasonable precaution to prevent waste, damage or injury to the demised premises.

5. **Utilities.** All utility costs shall be the responsibility of the lessor including the annual storm water fee.

6. **Insurance.**

(a) During the term of the lease and for any further time that lessee shall hold the demised premises, lessee shall obtain and maintain at lessee's expense the following types and amounts of insurance:

(i) Fire insurance. Lessee shall keep all buildings, improvements and equipment on the demised premises, including all alterations, additions and improvements, insured against loss or damage by fire and all casualties resulting from acts of man or nature.

(ii) Personal injury insurance. Insurance against liability for bodily injury in an amount not less than \$500,000 per person and \$1,000,000 per occurrence/\$1,000,000 aggregate.

(b) Lessee shall provide lessor with a certificate of insurance naming the lessor as an additional insured regarding all coverages that may be provided by said insurance policies.

(c) Lessor shall obtain and maintain property insurance for the leased premises. Lessee agrees to pay to lessor an amount equal to the costs of the property insurance coverage for the leased premises.

7. **Groundskeeping and Trash Removal.** The lessor shall keep the areas between fields mowed as needed. Lessee shall be responsible for all other groundskeeping, field maintenance and trash removal during any time Lessee uses the premises. In exchange for mowing as indicated above, the lessor shall have exclusive use of the facilities during the normal school day while school is in session.

8. **Unlawful or Dangerous Activity.** Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable or ultra-hazardous activities purpose nor operate or conduct lessee's activities in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable or ultra-hazardous use, take action to halt such activity.

9. **Indemnity.** Lessee shall indemnify lessor against all expenses and liabilities and claims of every kind, by or on behalf of any person or entity arising out of either (1) a failure by lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) a failure to comply with any law of any governmental authority or (4) any mechanic's lien or security interest filed against the demised premises for equipment, materials or alterations of buildings or improvements thereon.

10. **Default or Breach.** Lessor and lessee agree that all of the agreements contained herein shall be construed as conditions, and that upon the failure of the lessor or lessee to comply with any of the agreements contained herein, the non-defaulting party shall have the right to exercise any remedy at law or in equity including specific performance, if any event of default is not remedied after ten (10) days written notice of the default.

11. **Destruction of or Damage to Improvements or Demised Premises.** Any destruction of or damage to any improvements or the demised premises shall neither annul nor void this lease.

12. **Easements, Agreements or Encumbrances.** The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the demised premises, and lessor shall not be liable to lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

13. **Quiet Enjoyment.** Lessor warrants that lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by lessor if lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on lessee.

14. **Liability of Lessor.** Lessee shall be in exclusive control and possession of the demised premises, and lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of lessee, unless caused by any act or omission of the lessor or its agents, representatives or employees.

15. **Representations by Lessor.** At the commencement of the term lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and lessee agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of lessor in respect thereto except as contained in the provisions of this lease, and lessor shall in no event be liable for any latent defects.

16. **Waivers.** The failure of either party to this agreement to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that either party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

17. **Notice.** All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal delivery of any notice.

18. **Assignment, Mortgage or Sublease.** Neither party to this lease or their successors or assigns shall assign, mortgage, pledge or encumber, this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred, without the consent of the other party.

19. **Automatic Renewal.** This lease shall automatically renew upon the same terms and conditions herein contained unless written notice is given by the non-renewing party at least ninety (90) days prior to the end of the lease term.

20. **Surrender of Possession.** Unless otherwise agreed, lessee shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to lessor free of sub tenancies, including all buildings, additions and improvements constructed or placed thereon by lessee, except movable trade fixtures. Any trade fixtures or personal property not used in connection with the operation of the demised premises or improvements and belonging to lessee, if not removed at the termination or default, and if lessor shall so elect, shall be deemed abandoned and become the property of lessor without any payment or offset therefor. Lessor may remove such fixtures or property from the demised premises and store them at the risk and expense of lessee if lessor shall not so elect.

21. **Total Agreement; Applicable to Successors.** This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions

hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

22. **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

23. **Time of the Essence.** Time is of the essence in all provisions of this Lease.

In WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

**LESSOR:**

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION

\_\_\_\_\_  
(written)

\_\_\_\_\_  
(printed) (title)

**LESSEE:**

WEST LAFAYETTE YOUTH BASEBALL, INC.

\_\_\_\_\_  
(written)

\_\_\_\_\_  
(printed) (title)