

DRAFT
LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into as of this _____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation (“City”) and Pecos League of Professional Baseball Clubs LLC (“Pecos” and/or “Licensee”).

RECITALS

A. The City operates a baseball field, dugouts, bleachers and parking lot at 700 Doyle Park Drive known as the Doyle Park Baseball Field (“Facilities”).

B. Facilities are for the use and benefit of the public; however, the City, through its Recreation Division (“Division”), has determined that there are certain days and hours which may be made available for organizations to rent the facilities for designated use.

C. Pecos requests designated use of the facilities for a professional baseball team to be named the *Santa Rosa Scuba Divers* with the Pecos League of Professional Baseball Clubs LLC for baseball trainings and league games (“Program”).

D. The City desires to make the Facilities available to Pecos on a license basis for the purpose of providing the Program.

Now, therefore, the parties agree as follows:

Section 1. LICENSE

- (A) The City hereby grants to Licensee the right to use the Facilities as set forth herein and as follows:
 - (i) Exhibit A - “PECOS FACILITY USE FEES”
 - (ii) Exhibit B - “PECOS FACILITY USE SCHEDULE”
- (B) Exhibit B will be updated annually through the City’s permit process; the City does not guarantee any specific days beyond the current Exhibit B.
- (C) The Division and Licensee may modify the dates and time of Facilities use when agreed to in writing by both parties.
- (D) Licensee understands and agrees that Facilities may be scheduled for other uses on days and times when not scheduled by the Division for Licensee under this Agreement.
- (E) Licensee warrants that it possesses the financial resources to discharge the responsibilities it has assumed under this Agreement.
- (F) Licensee may request the use of other facilities and times not covered by this Agreement through the normal rental permit process of City. All rental fees and charges shall be paid prior to use of facilities.
- (G) In the event that City is required to close any part of the Facilities due to equipment failure, budget crisis, or physical deterioration of any kind, City shall give written notice

of the closure to Licensee and any right of Licensee to use the Facilities shall be suspended during the time of closure.

- (H) Licensee shall use the Facilities for the purpose of the Program and for no other purpose without the prior written consent of the Recreation Division Head (“Division Head”) or the Division Head’s designee.
- (I) Use of Facilities by Licensee includes use of existing furniture and fixtures. The City agrees to provide a fencing barrier around the existing bleacher fixture.
- (J) During use of Facilities by Licensee for Program the consumption or sale of food and beverages must have prior approval from Division.
- (K) The Licensee is responsible for following all city, county, and state regulations regarding the sale and/or consumption of alcoholic beverages including a valid license from issuing agency allowing for the sales and/or consumption of alcoholic beverages and the proper vetting of individuals allowed by law to participate in such sales and/or consumption. The Licensee also agrees to provide appropriate event security when sales and/or consumption of alcoholic beverages exists.
- (L) Licensee shall exercise reasonable precautions for the safety of persons participating in or attending Programs at Facilities. Licensee shall immediately report to City any dangerous condition. Licensee acknowledges that use of Facilities during the hours scheduled for Licensee shall be its sole responsibility and that it will use Facilities in a safe and reasonable manner.
- (M) Licensee shall be responsible for all aspects of operations of its professional baseball organization, including forming, training, and putting the team on the field for league play during the league season. Licensee shall obtain such licenses and approvals as required by the league for the team to enter and continue to be a team playing within the league. Licensee shall operate the team and be responsible for all aspects of operations meeting the applicable standards of a professional baseball team.
- (N) Licensee and its members, staff, volunteers and employees shall enforce and obey all posted Facilities safety rules and other rules that pertain to the use of the Facilities.
- (O) Licensee will immediately report any Facilities issues, incidents, and/or accidents to the Division.
- (P) Licensee shall be solely responsible for the orderly conduct of all persons using the Facilities and Program by its invitation, either expressed or implied. City reserves the right to eject from the Facilities any person engaging in unlawful conduct.
- (Q) Licensee shall be able to request approval to install advertising on the public baseball field in compliance with the City’s Advertising Policy 000-70. The creative content must be approved by City personnel prior to production. Advertisements shall only be displayed on the field’s outfield fence and shall only face the field’s interior. Advertising copy and/or logos shall be limited to one side and shall be made of durable cloth, bunting, plastic, or similar approved material. Individual advertisements shall not exceed 32 square feet. The advertisement’s surface must be tautly and securely fastened to the outfield fence of the field by a minimum of four contact points. The licensee shall

maintain all advertisement materials in good condition, and the applicant shall remove or replace any damaged, torn, faded, dirty or defaced advertisements. This includes graffiti and tagging. Advertisements shall be installed no sooner than seven days prior to the baseball season's commencement and shall be removed within seven days of the season's close. Specific dates and time for the advertisements' installation and removal may be subject to change by the City to minimize impacts to the public. All advertisements that are not removed by the applicant by the approved removal date shall constitute a public nuisance subject to summary removal by the City. The City may bill user groups for removal.

- (R) Licensee shall not publicize or cause to be publicized this Agreement prior to the execution of this Agreement by City and Licensee.
- (S) Duly authorized representatives of City shall have the right to enter the Facilities and all parts thereof at any time.
- (T) City shall have the sole right to collect and have custody of articles left in or around the Facility by participants of Licensee's Program. Neither Licensee nor Licensee's agents shall interfere with the City's collection and custody of such lost and found articles.
- (U) Licensee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the Facilities, nor do, nor permit to be done, anything which may interfere with free access to the public areas, streets, or sidewalks adjacent to the Facilities.
- (V) City retains the right to photograph Program for its own purposes.
- (W) In the receipt, handling, care, custody and storage of property of any kind shipped or otherwise delivered to the Facilities prior to, during or subsequent to the use of the Facilities by Licensee, City and its employees shall act solely for the accommodation of the Licensee, and City shall not be liable for any loss or damage to the property.
- (X) Licensee agrees that the portion of the Facilities assigned to Licensee is not leased to Licensee, that it is a Licensee and not a Lessee, and that its right to occupy the Facilities shall continue only so long as it strictly and promptly complies with each and all undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein.
- (Y) This license may create a possessory interest subject to property taxation. Licensee shall be subject to payment of property taxes levied on the possessory interest by the County of Sonoma. State law requires a public entity renting or leasing its property to a private party to notify the private party about the potential tax. If imposed, the interest tax is equal to 1% of the assessed value.
- (Z) This Agreement shall have no force or effect whatsoever unless and until it has been executed by Licensee and the Division Head on behalf of the City of Santa Rosa. By its execution, Licensee covenants and agrees that it will faithfully perform and abide by each and every term, condition, and limitation of the license granted herein, each of which shall be a condition subsequent to continuance in effect of the license.

Section 2. TERM; TERMINATION

- (A) The license granted by this Agreement is non-exclusive and begins _____, 2022 and terminates February 28, 2027, unless sooner terminated as provided herein. Exhibit B (attached) will be negotiated annually between the City and Licensee as part of Division's sports field permit process with new dates and times. The attached Exhibit B does not guarantee nor set precedents for negotiation of future dates.
- (B) Either party may terminate this Agreement by written notice of not less than sixty (60) days. Licensee is responsible for all payments which are due at the time of termination.
- (C) In the event of default on the part of Licensee in any of the terms of this Agreement, which default continues for a period of not less than ten (10) days after written notice from the City to Licensee, City may terminate further use of Facilities under this Agreement and may eject any person who enters by reason of the permission granted in this Agreement.
- (D) The Division Head shall have the right to terminate all or part of this Agreement at any time when the Facilities are required for public necessity or emergency use or at any time when the Division Head determines that termination is necessary to preserve the public peace, prevent damage to public property, or prevent riots, mobs or violence. Upon such termination, neither the City, nor its officers, agents or employees shall be liable to Licensee for any expenses or damages whatsoever related to the termination. In no event shall City, its officers, agents, or employees be liable to Licensee for lost revenue or consequential damages.
- (E) At the expiration of Licensee's date and time of use of the Facilities or upon the sooner termination of this Agreement, Licensee shall vacate the Facilities, remove all property brought to the Facilities by, or on behalf of, Licensee.
- (F) Licensee agrees to pay the cost of repair or replacement for all damages to Facilities property of whatever origin or nature resulting from the negligence or intentional misconduct of Licensee, its officers, employees, agents, invitees or members, and the cost to maintain and store any of Licensee's property not removed from the Facilities at the termination of this Agreement.
- (G) If the Facilities or any part thereof is destroyed or damaged by fire or any other cause, or if any unforeseen casualty, including strikes, labor disputes, war or acts of military authorities, shall render the performance of this Agreement difficult or impossible, this Agreement shall be automatically terminated. City shall not be held liable to Licensee for any damage caused by such termination and City shall be relieved from further liability by reason of this Agreement and no claims for compensation shall be made against City by Licensee. Should this License terminate or expire or should the terms and conditions of this License make it impossible or difficult to perform its obligations under this Agreement, the City shall not be liable to Licensee for any damages sustained by Licensee, whether direct or consequential, resulting therefrom.

Section 3. INDEMNITY

Licensee shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, related to, or arising from, this Agreement, whether or not such Liabilities are (i) caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of City, or its agents, servants, or independent contractors who are directly responsible to the City, except when such agents, servants, or independent contractors are under the direct supervision and control of Licensee. The provisions of this Section shall survive any expiration or termination of this Agreement.

Section 4. INSURANCE

During the entire term of this Agreement, Licensee shall maintain the insurance coverage described in **ATTACHMENT ONE**. It is understood and agreed by the Licensee that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Licensee in connection with this Agreement.

Section 5. NOTICES

- (A) All notices required or permitted shall be in writing and shall be deemed delivered when mailed via United States Postal Service post office or served by personal delivery to the person or the office identified at the address provided below or at such other address as the receiving party may have prescribed by written notice to the sending party.

CITY: City of Santa Rosa
Attention: Jeffrey Tibbetts
2060 W. College Ave
Santa Rosa, CA 95401

LICENSEE: Pecos League of Professional
Baseball Clubs LLC
[TO BE PROVIDED BY PECOS]

Section 6. MISCELLANEOUS PROVISIONS

- (A) Licensee, its officers, agents, employees and invitees, and members shall comply with all rules and regulations prescribed by Division Head for the use of the Facilities and with all applicable rules and regulations, laws and ordinances of any governmental agency. No activity shall be held in the Facilities that is in violation of any law.
- (B) Except as City may specify in writing, Licensee and Licensee’s personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Licensee and Licensee’s personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

- (C) Licensee shall not assign any right or obligation pursuant to this Agreement without the prior written consent of the Division Head. Any attempted or purported assignment without the Division Head's written consent shall be void and of no effect.

Section 7. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

- (A) The person signing this Agreement on behalf of Licensee warrants that he/she has the authority to do so and to bind Licensee to this Agreement and all the terms and conditions contained herein.
- (B) Each person signing below represents that he or she has read this Agreement, understand its terms, and agrees on behalf of such party that such party will be bound by those terms.

Executed as of the day and year first above stated:

**Pecos League of Professional
Baseball Clubs LLC**

CITY OF SANTA ROSA
a Municipal Corporation

Signatures of Authorized Persons:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

Attachments: Attachment One, Insurance Requirements for License Agreements
Exhibit A - "PECOS FACILITY USE FEES"
Exhibit B - "PECOS FACILITY USE SCHEDULE"

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
LICENSE AGREEMENTS**

A. Insurance Policies: Licensee shall, at all times during the term of this License, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Licensee, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Licensee's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Licensee's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Licensee's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Licensee shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the License. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this License shall prohibit Licensee from waiving any right of recovery prior to loss. Licensee hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Licensee and available or applicable to this License are intended to apply to the full extent of the policies. Nothing contained in this License limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Licensee or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Licensee may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this License is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Exhibit A

Pecos Facility Use Fees

Permit

Permit: Pecos League of Professional Baseball Clubs LLC - Doyle Park

Client Information

Name: Pecos League of Professional Baseball Clubs LLC
PO Box 271489

Address: Houston TX 77277

Facility Use Fees

Location	Fees
Baseball Field - Doyle Community Park	\$325.00 per day
Ball Field Lights - Doyle Community Park	\$0.00 per day



Exhibit B

Facility Use Schedule

Santa Rosa Recreation and Parks, 2060 West College, Santa Rosa, CA 95401 hereby grants (hereinafter called the "Licensee") represented by Pecos League Baseball, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Permit contained herein and attached hereto all of which form part of this Permit.

Permit

Permit: FA-9791 - Pecos League Baseball (Summer 2022) Doyle

Client Information

Name: Pecos League Baseball
 PO Box 271489
Address: Houston TX 77277

Facility & Extra Summary

Location	Date	Day	Time	Fees	XFees	Disc.	Total
Baseball Field - Doyle Community Park	May 26 2022	Thursday	04:00 PM - 10:30 PM	\$325.00	\$0.00	\$0.00	\$325.00
Ball Field Lights - Doyle Community Park	May 26 2022	Thursday	07:30 PM - 10:30 PM	\$0.00	\$0.00	\$0.00	\$0.00
Baseball Field - Doyle Community Park	Jun 02 2022	Thursday	04:00 PM - 10:30 PM	\$325.00	\$0.00	\$0.00	\$325.00
Ball Field Lights - Doyle Community Park	Jun 02 2022	Thursday	07:30 PM - 10:30 PM	\$0.00	\$0.00	\$0.00	\$0.00
Baseball Field - Doyle Community Park	Jun 03 2022	Friday	04:00 PM - 10:30 PM	\$325.00	\$0.00	\$0.00	\$325.00
Ball Field Lights - Doyle Community Park	Jun 03 2022	Friday	07:30 PM - 10:30 PM	\$0.00	\$0.00	\$0.00	\$0.00
Baseball Field - Doyle Community Park	Jun 09 2022	Thursday	04:00 PM - 10:30 PM	\$325.00	\$0.00	\$0.00	\$325.00
Ball Field Lights - Doyle Community Park	Jun 09 2022	Thursday	07:30 PM - 10:30 PM	\$0.00	\$0.00	\$0.00	\$0.00
Baseball Field - Doyle Community Park	Jun 10 2022	Friday	04:00 PM - 10:30 PM	\$325.00	\$0.00	\$0.00	\$325.00
Ball Field Lights - Doyle Community Park	Jun 10 2022	Friday	07:30 PM - 10:30 PM	\$0.00	\$0.00	\$0.00	\$0.00
Baseball Field - Doyle Community Park	Jun 16 2022	Thursday	04:00 PM - 10:30 PM	\$325.00	\$0.00	\$0.00	\$325.00
Ball Field Lights - Doyle Community Park	Jun 16 2022	Thursday	07:30 PM - 10:30 PM	\$0.00	\$0.00	\$0.00	\$0.00
Baseball Field - Doyle Community Park	Jun 17 2022	Friday	04:00 PM - 10:30 PM	\$325.00	\$0.00	\$0.00	\$325.00

Baseball Field - Doyle Community Park	Aug 04 2022	Thursday	04:00 PM - 10:30 PM	\$325.00	\$0.00	\$0.00	\$325.00
Ball Field Lights - Doyle Community Park	Aug 04 2022	Thursday	07:30 PM - 10:30 PM	\$0.00	\$0.00	\$0.00	\$0.00
Baseball Field - Doyle Community Park	Aug 05 2022	Friday	04:00 PM - 10:30 PM	\$325.00	\$0.00	\$0.00	\$325.00
Ball Field Lights - Doyle Community Park	Aug 05 2022	Friday	07:30 PM - 10:30 PM	\$0.00	\$0.00	\$0.00	\$0.00

Extra Fees

Name	#	Unit Price	Total Usage	Subtotal	Total Price
-	-	-	-	-	-

Extra Fees Details

Payment Schedule

Due Date	Amount	Remaining Balance
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All rental fees and charges shall be paid prior to use of facilities.

Permit Total

Rental Fee	Extra Fees	Discount	Total
\$6,825.00	\$0.00	\$0.00	\$6,825.00