

LEASE AGREEMENT

THIS AGREEMENT is effective February 29, 2012, by and between the Town of Brownsburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Indiana, acting by and through its undersigned Park and Recreation Board (collectively, "Lessor") and Brownsburg Little League Baseball, Inc. ("Lessee"), acting by and through its duly authorized undersigned officers.

WITNESSETH:

WHEREAS, Lessor is the owner of real estate commonly known as Arbuckle Acres, located in Brownsburg, Hendricks County, Indiana; and

WHEREAS, Lessee utilizes a portion of said real estate for baseball diamonds and a concession stand; and

WHEREAS, Lessor and Lessee desire a written lease with respect to their respective rights and obligations for the use of Arbuckle Acres Park;

NOW, THEREFORE, in consideration of the payments, promises, terms and conditions herein contained, the parties hereto agree as follows:

1. Leased Premises. The Leased Premises consists of the following: Five (5) baseball diamonds, one (1) concession stand, and four (4) storage buildings located at Arbuckle Acres Park, Brownsburg, Indiana.

The Lessee will leave the Leased Premises in a condition as good as when the Lessee first occupied them. The Lessee is liable for all damage, expense and loss including theft, and property loss caused by any person who attends, participates in, or provides goods or services in connection with the Lessee's use of the Leased Premises and all damage to property. In determining damages, Lessor will use current replacement value.

2. Term. The initial term of this Lease shall be for ten (10) months, commencing February 29, 2012 and continuing thereafter to and including December 31, 2012 (the "Term"). The Lease shall be reviewed annually and its terms subject to revision at the sole discretion of the Park and Recreation Board. If the Park and Recreation Board intends to revise the Lease terms, the Lessee shall be notified in writing at least thirty (30) days prior to the Board meeting at which the revisions are to be discussed. Any revisions shall be on the agenda of a regularly scheduled Board meeting, and discussion and/or comment from Lessee will be heard. Any revisions will be acted upon by the Park and Recreation Board. If the Board notifies Lessee of the proposed revision(s), and no representative of Lessee attends the Board meeting to discuss the revisions, the revisions may be acted upon by the Board without further discussion with Lessee. Either party may serve written notice of Lease cancellation upon the other at least sixty (60) days prior to the expiration of the current Lease term. If neither party serves a notice of cancellation by the required date nor a new lease is not executed by the expiration of the prior term, the Lease shall continue in effect for succeeding Lease terms of one (1) year or until a new lease is executed.

3. Use. Lessee may use the Leased Premises for the conduct of its baseball league, including, but not limited to baseball games, baseball practices, award ceremonies and any other reasonable use of furtherance of Lessee's baseball league purposes. Unless otherwise directed by Lessor, Lessee may use the Leased Premises beyond the posted park hours, but no later than 11:00 p.m. for the reasonable and lawful furtherance of baseball league purposes as permitted under this Lease Agreement, so long as Lessee maintains, as its sole cost and expense, appropriate lighting and security necessary to facilitate the extension of such hours. Beginning on March 1, 2012 and ending on August 28, 2012, this shall be considered use times ("Use Times") and all other times during the Term shall be considered non-use times ("Non-Use Times"). During the Use Times, the Lessee shall have first priority for use of the Leased

Premises. During the Non-Use Times, the Lessee shall have no priority for the use of the Leased Premises and any member of the public may utilize the Leased Premises for Park and Recreational purposes.

Lessee shall not sublet this Leased Premises at any time and shall make no agreements that limit the use of the Leased Premises by any other group without prior written consent of the Board. Violation of this section may result in immediate cancellation of this Lease.

The Lessee shall not use and/or permit the use of the Leased Premises in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority. Furthermore, the Lessee shall not permit any nuisance to occur or exist on the Leased Premises. If such activity occurs, the Lessee waives all rights to use of the Leased Premises and shall vacate immediately upon request of the Lessor or any regulatory authority having jurisdiction over the Leased Premises.

4. Rent. Lessee shall pay Lessor rent in the amount of five percent (5%) of the total of the registration fees for all baseball league participants, which rent shall be paid on or before the first day of the Term of the Lease. Lessee shall complete the enclosed “Registration Confirmation” and return to the Board with rent payment.

5. Lessee’s Obligations. Lessee, at its sole cost and expense shall cut the grass, maintain the fences, electric lights, scoreboards and scoreboard lights, and maintain the buildings, sidewalks and other improvements to the satisfaction of the Lessor. Lessee shall pay the water, sewer, telephone, electricity (including all security lights) and trash pickup expenses with respect to the Leased Premises.

Lessee shall, while maintaining the property, exercise discretion to protect the safety and well-being of others using the property. Lessee shall also exercise proper supervision of all individuals who assist in maintaining the property, and use all necessary diligence and care in

that supervision including the selection of the tasks and equipment with which those individuals are involved.

Lessee shall also maintain the Leased Premises during the Term to the satisfaction of the Lessor. This includes all regular maintenance of the Leased Premises, but is not limited to, grass mowing, cleaning, maintenance of all building areas, and removal of brush, debris and trash.

Lessee shall not authorize or otherwise permit the possession, use, or consumption of alcoholic beverages or controlled substance upon Town property. Violation of this section may result in forfeiture of all rights under this Lease and may subject the Lessee to penalties provided in the Municipal Code.

Lessee shall have an authorized representative of Lessee's Board of Directors present at all monthly meetings of the Park and Recreation Board during the Use Times upon the written request of the Lessor, and Lessee shall provide the Director of the Parks and Recreation Department with a written schedule of all activities to be conducted on the Leased Premises, including, but not limited to, dates, times, and locations of such activities, prior to the first day of the Term of the Lease. Lessee further agrees to post a written schedule of all games at a visible location on the concession building and/or the league's website.

6. Lessor's Obligations. Lessor shall maintain, at its sole cost and expense, the roadway and gravel areas serving the Leased Premises. Lessor agrees to provide, at its sole cost and expense, such gravel as may be reasonably requested by Lessee to properly control and maintain level grade in areas adjacent to the roadway and to maintain and provide adequate gravel parking areas adjacent to the Leased Premises.

7. Lessee Improvements. Lessee, at its expense and upon prior written consent of Lessor, may make such improvements to the Leased Premises as it may desire in furtherance of its baseball league's activities. All proposed improvements to the Leased Premises are subject to

approval of Lessor prior to commencement of the improvement. All permanent improvements made to the Leased Premises shall become the property of the Lessor.

Lessee shall immediately remove all debris resulting from any remodeling, improvement, or renovation of the Leased Premises. Lessee shall not leave hazardous materials, chemicals, or equipment unguarded on the Leased Premises.

8. Indemnity. Lessee agrees to indemnify and save and hold harmless Lessor, its employees, agents, elected and appointed officials from and against all claims and actions for damage, loss, or injuries to any persons or their property resulting from the use or occupancy of the Leased Premises. Lessee shall not be liable for any injury, damage or loss occurring on the Leased Premises which results from the negligent actions of the Lessor, its agents or employees. The indemnification provided for herein shall include the Lessor's legal costs and attorney fees in connection with any such claim, action or proceeding. Further, Lessor shall give to Lessee prompt and reasonable written and verbal notice of any such claims or actions, and Lessee shall have the right to investigate compromise and defend the same. Lessee further agrees to give Lessor prompt and reasonable notice in writing of any and all claims or actions arising out of Lessee's use or occupancy of the Leased Premises, and Lessor shall have the right to investigate, compromise and defend the same.

Lessee agrees to carry public liability insurance covering bodily injury and property damage with limits for bodily injury in a sum not less than Two Million Dollars (\$2,000,000.00) per occurrence and for property damage in a sum not less than Fifty Thousand Dollars (\$50,000.00) per occurrence with said insurance policy designating Lessor as an additional insured. Lessee, during each year of this Agreement, shall promptly provide Lessor with a Certificate of Insurance of such insurance coverage.

9. Profit Making. If Lessee would like to hold an event for which admission is charged or at which items will be sold for profit, Lessee must request permission of the Park and Recreation Board in person and in writing at least one hundred twenty (120) days in advance of such event. The Board shall make all reasonable attempts to approve or deny the plan to charge admission or make a profit no later than sixty (60) days prior to such an event. If Lessee requires an approval or denial from the Board more than sixty (60) days in advance, it may request approval at the earliest possible date. At the time the request is made, Lessee may also ask the Board to establish an earlier deadline by which it must approve or deny the request. The decision to approve or deny the plan more than sixty (60) days in advance rests with the sole discretion of the Board. If Lessor permits Lessee to charge an admission or event fee, Lessee agrees to pay Lessor ten percent (10%) of all event or admission charges received by Lessee and to provide Lessor with appropriate documentation evidencing total fees collected for admissions or events within fourteen (14) days after conclusion of the event for which admission and/or fees are charged.

10. Changes of Officers. Lessee shall notify Lessor of any change in membership of Lessee's Board of Directors or President of Lessee's organization within thirty (30) days of such change.

11. Notices. Whenever any notice is required by this Lease to be made, given or transmitted to the parties hereto, such notice shall be addressed to:

Lessor: Town of Brownsburg
61 North Green Street
Brownsburg, IN 46112

Lessee: Brownsburg Little League Baseball
Post Office Box 203
Brownsburg, IN 46112

or such other addresses as the parties may designate in writing.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above mentioned at Brownsburg, Indiana.

TOWN COUNCIL OF THE
TOWN OF BROWNSBURG, INDIANA

By _____
President

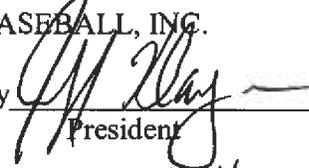
PARK AND RECREATION BOARD
OF BROWNSBURG, INDIANA

By  _____
President

ATTEST:

Clerk-Treasurer

BROWNSBURG LITTLE LEAGUE
BASEBALL, INC.

By  _____
President

Printed Jeff Klager
President

ATTEST:

Secretary