

**Action Item #8 – Agreements - Sub Lease Agreement City of Westfield and Westfield-Washington Township School Corporation**

The Westfield Parks Department is recommending that the Board of Public Works and Safety consider the follow agreements for approval (Exhibit #2)

This agreement will be between The City of Westfield Parks Department, the Westfield-Washington Township School District, and the Westfield Youth Sports, Inc. for the rental of a parcel of ground known as Freedom Trial Park. The rental of the parcel is for 20 years, starting March 1, 2008 for \$1.00 per year for 20 years.

The Westfield Parks Department recommends that the Board of Public Works and Safety authorize the Westfield-Washington Township School District for the rental of a parcel of ground known as Freedom Trial Park.

## EXHIBIT #2

### SUB-LEASE AGREEMENT

**THIS SUB-LEASE AGREEMENT** is made on the 6th day of February, 2008 by and between The City of Westfield Parks Department, hereinafter referred to as "CITY", Westfield-Washington Township Schools District, hereinafter referred to as "SCHOOLS" and Westfield Youth Sports Inc, hereinafter referred to as "WYSI".

#### **WITNESSETH:**

WHEREAS, Schools is the owner of certain real estate commonly known as Freedom Trails Park and has entered into a Lease dated October 11, 2004 with City for the rental of such real estate; and

WHEREAS, WYSI wishes to use a portion of Freedom Trails Park for purposes of athletic fields for youth sports as provided herein and both City and Schools consent to such use .

In consideration of the premises, and the mutual covenants and agreements herein contained, said parties enter into the following agreement:

#### ARTICLE I

##### GRANT AND TERM

**Section 1.1. Leased Premises.** The City hereby subleases to the WYSI those certain premises generally described as the three athletic fields and future building site within Freedom Trails Park as illustrated on Exhibit A attached hereto and made a part hereof, hereinafter the "Leased Premises". In addition to the three existing athletic fields, the parcel required for future construction of a permanent concession stand near the center athletic field as generally depicted on Exhibit A will be included in the Leased Premises.

**Section 1.2. Term.** The term of the Sub-Lease shall begin on March 1, 2008 and continue for (20) years thereafter

#### ARTICLE II

##### RENT

**Section 2.1. Rent.** Rent shall be One Dollar (\$1.00) per year. WYSI is a non-profit entity.

#### ARTICLE III

## **MAINTENANCE OF SUB-LEASED PREMISES**

**Section 3.1. Use of Premises.** WYSI shall use the Leased Premises only for the purpose of football and lacrosse, a concession stand, and related uses. WYSI shall not use the Leased Premises for any other purpose and shall not allow the Leased Premises to be used for any other purpose without the prior written consent of the City.

**Section 3.2. Waste and Nuisance.** WYSI shall not commit any waste upon the Leased Premises or allow any nuisance which may disturb the reasonable quiet enjoyment of the City and any other WYSI or nearby Owner or WYSI.

**Section 3.3. Governmental Regulation.** WYSI shall comply with all of the laws and requirements of municipal, county, state, federal and other applicable governmental authorities.

## **ARTICLE IV**

### **MAINTENANCE OF LEASED FACILITIES**

**Section 4.1. Maintenance by WYSI.** WYSI shall at all times keep the Leased Premises in good order, condition, and repair at its expense. If WYSI fails to maintain the premises in good order, City shall have the right to re-enter and maintain the premises, and WYSI shall reimburse City for cost thereof.

**Section 4.2. Alterations, Signs, Etc.** WYSI shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any exterior signs or plumbing fixtures without first obtaining the City's written permission. An exception is made for installation of in or above ground irrigation.

**Section 4.3. Surrender of Premises.** At the expiration of the term hereby created, WYSI shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of Possession thereto under this Lease, reasonable wear and tear excepted. Any improvements to the Leased Premises shall not be removed, but shall become the sole property of the City.

## **ARTICLE V**

### **OTHER EXPENSES**

**Section 5.1. Utility Charge.** WYSI shall be responsible for payment of all utilities, including trash removal, except for electricity and water/sewer which shall be paid for by the City

## **ARTICLE VI**

### **INSURANCE AND INDEMNITY**

**Section 6.1. Liability Insurance.** WYSI shall, during the term hereof, keep in full force and effect a policy of liability and property damage insurance with respect to the Leased Premises. The limits of the liability shall not be less than \$100,000.00 per person and \$300,000.00 per accident. The property damage limit shall not be less than \$20,000.00. The policy shall name the WYSI as insured and City as additional insured, and shall contain a clause to the effect that the insurer will not cancel or change the insurance without first giving the City (10) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to the City.

**Section 6.2. Indemnification of the City.** WYSI shall indemnify City and save it harmless from any and all loss, claims, actions, damages, liability, and consequential and incidental expenses in connection with any personal injury or damage to property arising from or out of any act or omission of WYSI or its agents

## **ARTICLE VII**

### **ABANDONMENT BY WYSI**

**Section 7.1. Right to Re-enter.** In the event the WYSI shall abandon the use of the facility, the City may re-enter and terminate the lease.

## **ARTICLE VIII**

### **ASSIGNMENT AND SUBLETTING**

**Section 8.1. Prior written consent required.** WYSI will neither assign this Sub-Lease in whole or in part nor sublet all of or any part of the Leased Premises without the prior written consent of the City. The consent of the City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Notwithstanding any assignment or sublease, WYSI shall remain primarily and fully liable on this Sub-Lease and shall not be released from performing any of the terms, covenants, and conditions of the Lease

**IN WITNESS WHEREOF**, the City, Schools and WYSI have signed this Sub-Lease Agreement as of the day and year first written above.

**CITY:**  
**The City of Westfield, Indiana**

**WYSI:**  
**Westfield Youth Sports, Inc.**

BY: \_\_\_\_\_  
BY: (Signature), (Date)

BY: \_\_\_\_\_  
BY: (Signature), (Date)

**CONSENT OF LAND OWNER:**  
**SCHOOLS:**  
**Westfield-Washington Township Schools**

BY: \_\_\_\_\_  
BY: (Signature), (Date)

