

**LEASE AGREEMENT
BETWEEN THE CITY OF CORPUS CHRISTI AND SOUTH TEXAS ASSOCIATION FOR
RADIO CONTROLLED AUTOMOBILE RACING, INC.**

This lease agreement ("**Lease**") is entered into by and between the City of Corpus Christi, a Texas home rule municipal corporation ("**City**"), acting through its duly authorized City Manager or designee ("**City Manager**"), and South Texas Association for Radio Controlled Automobile Racing, Inc. ("**Lessee**"), a nonprofit corporation, acting through its duly authorized President of Lessee.

WHEREAS, the City owns property described on the attached **Exhibit A**, which said property is located in Corpus Christi, Nueces County, Texas, a portion of which will be known as the "**Premises**";

WHEREAS, the Lessee desires to use the Premises for program described on the attached **Exhibit A**; and

WHEREAS, the City desires to allow Lessee to use the Premises for said program;

NOW, THEREFORE, the City and Lessee, in consideration of the mutual promises and covenants herein, agree as follows:

Section 1. Term. Subject to the remaining terms and conditions hereof, the original term of this Lease is as described on the attached exhibit, beginning on day of City Council approval, ("**Effective Date**") which is _____, unless sooner terminated as set out herein. Upon Effective Date, this lease terminates the prior leases between the parties for use of said **Premises**.

Section 2. Contact Person/Lease Administrator. For this Lease, the City's contact person and lease administrator is the Director of Park and Recreation or designee ("**Director**").

Section 3. Premises and Improvements. City leases to Lessee the Premises, as described and delineated in **Exhibit B** the site map which is attached hereto and incorporated herein this Agreement by reference, and all improvements to the Premises ("**Improvements**") including, without limitation, the fields, fences, irrigation systems, and the grassed areas.

Section 4. Consideration. Lessee must operate the program described on **Exhibit A** and must maintain the Premises and all Improvements on a year-round basis in accordance with all maintenance rules, with respect to this Lease, set out by the City Manager or his designee in effect now and as promulgated in the future. Failure to maintain the Premises and all Improvements in accordance with these rules constitutes grounds for termination of this Lease. At a minimum, maintenance includes:

- (A) Lessee shall pick up and properly dispose of litter on a daily basis whenever the Premises are being used and weekly during the rest of the year;

- (B) Lessee shall keep fully operational and in good repair the fields, and irrigation systems, if any are present or installed on the Premises.
- (C) Lessee must immediately report any vandalism to the Director, or designee, and the Corpus Christi Police Department, Nueces County, Texas;
- (D) Lessee shall ensure that parking is confined to on-street parking only, or designated parking lots but no parking is to be allowed on grass;
- (E) Lessee will provide normal, scheduled mowing of the Premises. Lessee will be responsible for maintaining the fields as set out in herein below. Furthermore, Lessee will be responsible for maintaining the grass in the adjacent viewing/access areas at a safe height not to exceed six (6) inches;
- (F) Lessee shall maintain the fields within the Premises boundary lines. Grass on the fields must not exceed three (3) inches. Lessee must mow the fields within one (1) week after grass reaches three (3) inches in height. At least one month prior to the start of any season or pre-season practice, the fields must be gradually cut shorter and brought into playing condition. Failure to keep the grass on the fields at or below three (3) inches in height or to properly bring the fields back to playing condition will be grounds for termination of this Lease;
- (G) If Lessee utilizes goal posts on the Premises, Lessee shall maintain a secure anchoring system on all goal posts used on the fields at Premises. Lessee must repair any deficiency found in the anchoring system that impairs the safe use of the anchoring system within forty-eight (48) hours after the need for repair is or should have been discovered;
- (H) Lessee is responsible to proper installation and use of all equipment and improvements at Premises;
- (I) Lessee must maintain First Aid kit on Premises;
- (J) Lessee shall submit the attached **Exhibit D**, Standard of Maintenance to the Director no later than January 31 of each year.

Section 5. Compliance with Maintenance Standards. The City Manager and the Director, or their respective designee, has the right to inspect the Premises and/or the Improvements at any time during the term of this Lease. If an inspection reveals that maintenance is not being properly carried out, the Director, or designee, may provide written notice to Lessee demanding compliance. If Lessee has not complied within five (5) days after receipt of the demand, the City may undertake the work and Lessee shall pay the City's cost plus ten percent (10%) overhead within thirty (30) days of receipt of the Director's invoice. Failure to pay the City's invoice for maintenance within thirty (30) days of receipt of the invoice constitutes grounds for termination of this Lease. Alternatively, the City may elect to terminate this Lease after ten (10) days written notice to Lessee for Lessee's nonperformance of the maintenance.

Section 6. Assignment and Sublease. This Lease may not be, in whole or in part, assigned, directly or indirectly, without the prior written consent of the City. This Lease may be sublet only with the prior written consent of the Director. Requests to sublet the premises must be submitted to the Director at least 30 days in advance.

Section 7. Securing/Anchoring of Goal Posts. Lessee acknowledges and covenants that Lessee shall be responsible, during the term of this Lease, for maintaining the anchoring system, as set out in Section 4 above. Any change, alteration, or modification to the anchoring system during the term of this Lease must be submitted to Director, in writing, prior to the change, alteration or modification being made.

Section 8. Understanding. Lessee acknowledges and understands that use of the Premises is expressly conditioned on the understanding that the Premises and all Improvements must be returned in as good a condition as received, reasonable use and wear, acts of God, fire and flood damage or destruction, where Lessee is without fault, excepted.

Section 9. Joint Use.

- (A) City retains joint use of the Premises and Improvements during the term of this Lease, subject to Lessee's right to exclusive control of the Premises during its use for Lessee's sport program purposes. Requests for scheduled organized activities by other organizations will be reviewed for approval or denial by the Director and Lessee.
- (B) City retains the right to use or cross the Premises with utility lines and/or easements. City may exercise these rights without compensation to Lessee for damages to the Premises and/or any Improvements from installing, maintaining, repairing, or removing the utility lines and/or easements. City must use reasonable judgment in locating the utility lines and/or easements to minimize damage to the Premises and/or its Improvements.

Section 10. Primary Purpose. Lessee must establish and maintain a recreational area with the primary purpose being for the operation of a sports program described on attached **Exhibit A** and for no other purpose without the Director's prior written approval. Lessee's fundraising activities on Premises require Director's prior written approval. Lessee's insurance must provide coverage in compliance with Section 19 for the type of fundraising activity being proposed by Lessee.

Section 11. Additions or Alterations.

- (A) Lessee shall not make any additions nor alterations to the Premises nor to any Improvements without Director's prior written approval. If approved, Lessee must obtain clearance, in writing, from City's Risk Management Department (**Risk Management**) that the proposed addition or alteration will be covered under the insurance policy in force during the term of this Lease before proceeding with any type of addition or alteration to the Premises or to the Improvements.
- (B) All additions or alterations must be made at Lessee's expense. All additions or alterations installed by Lessee must be repaired or replaced at Lessee's expense. At the termination or expiration of this Lease, all

permanent additions and alterations installed by Lessee at the Premises, including but not limited to, fences, concession stands, goal posts and bleachers, become property of the City without necessity of legal action.

Section 12. Utilities. Lessee must pay for all utilities used by it or for any activity sponsored by Lessee on the Premises prior to the due date for payment. Failure to pay any utility bill on or before the due date is grounds for termination of this Lease.

Section 13. Signs.

- (A) Lessee must not exhibit, inscribe, paint, erect, or affix any signs, advertisements, notices, or other lettering (**Signs**) on the Premises or on any Improvements without the Director's prior written approval.
- (B) If Signs are approved, the Director, in writing, may require Lessee to remove, repair, or repaint any Signs. If the Signs are not removed, repaired, or repainted within ten (10) days of the Director's written demand, the City may do or cause the work to be done, and Lessee must pay the City's costs within thirty (30) days of receipt of Director's invoice. Failure to pay the City's costs within thirty (30) days of receipt of the invoice constitutes grounds for termination of this Lease. Alternatively, the City may elect to terminate this Lease after ten (10) days written notice to Lessee.

Section 14. Advertising. The Director has the right to prohibit any advertising by Lessee on Premises which impairs the reputation of the Premises or the City.

Section 15. Security. Lessee shall contract and pay for any and all security it requires at the Premises during the term of this Lease.

Section 16. Non-Discrimination. Lessee shall not discriminate nor permit discrimination against any person or group of persons, as to employment and in the provision of services, activities, and programs, on the grounds of race, religion, national origin, sex, physical or mental disability, or age, or in any manner prohibited by the laws of the United States or the State of Texas. The City Manager, or his designee, retains the right to take such action as the United States may direct to enforce this non-discrimination covenant.

Section 17. Compliance with Laws.

- (A) Lessee must comply with all Federal, State, and local government laws, rules, regulations, and ordinances, which may be applicable to its operation at the Premises and its performance under this Lease. This Lease is also subject to applicable provisions of the City Charter.
- (B) All actions brought to enforce compliance with any law or to enforce any provision of this Lease will be brought in Nueces County where this Lease was executed and will be performed.

Section 18. Costs. Noncompliance with the terms herein may result in termination of this Lease and repossession of the Premises and its Improvements by the City or its agents. If the City undertakes legal action to enforce compliance or collect damages resulting from noncompliance, Lessee must pay all of the City's court costs and expenses, including reasonable attorneys' fees.

Section 19. Indemnity. *Lessee, its officers, members, partners, employees, representatives, agents, and licensees (collectively, Indemnitors) covenant to fully indemnify, save, and hold harmless the City, its officers, employees, representatives, and agents (collectively, Indemnitees) from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments asserted against or recovered from City on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers compensation and death claims), or property loss or damage of any kind whatsoever, to the extent any damage or injury may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part , (1) the existence, use, operation, maintenance, alteration, or repair of Premises and the Lessee's sports program; (2) the exercise of rights under this Lease; (3) an act or omission, negligence, or misconduct on the part of any persons having involvement in, participation with, or business with the Premises, Lessee, or the Lessee's sport program whether authorized with the express or implied invitation or permission of Lessee (collectively, Lessee's Invitees) entering upon the Premises or its Improvements pursuant to this Lease, or trespassers entering upon the Premises or its Improvements during Lessee's use or physical occupation of the Premises; or (4) due to any of the hazards associated with sporting events, training, or practice as a spectator or participant including, but not limited to, any injury or damage resulting, wholly or in part, proximately or remotely, from the violation by Indemnitees or any them of any law, rule, regulation, ordinance, or government order of any kind; and including any injury or damage in any other way and including all expenses arising from litigation, court costs, and attorneys fees, which arise, or are claimed to arise from, out of, or in connection with the asserted or recovered incident.*

Lessee covenants and agrees that if City is made a party to any litigation against Lessee or in any litigation commenced by

any party, other than Lessee relating to this Lease, Lessee shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend City in all actions based thereon with counsel satisfactory to Indemnitees, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, demand, claim, or action.

Section 20. Insurance.

- (A) Lessee must secure and maintain at Lessee's expense, during the term of this Lease, a Commercial General Liability insurance policy with the limits and requirements shown on **Exhibit C**, which is attached hereto and incorporated herein by reference. Failure to maintain such insurance at the limits and requirements shown on Exhibit B constitutes grounds for termination of this Lease.
- (B) Lessee must provide proof, by Certificate of Insurance meeting the limits and requirements set out in Exhibit B", to the Director and Risk Management prior to commencing use of the Premises under this Lease.
- (C) Lessee must provide the Director and Risk Management thirty (30) days written notice of cancellation, intent not to renew, or material change of any insurance coverages required herein.
- (D) Lessee shall, during the term of this Lease, provide copies of all insurance policies to the City Manager or the Director upon written request.
- (E) Lessee shall, prior to any addition or alteration to the Premises or to the Improvements, obtain clearance, in writing, from Risk Management, as per Section 8 as set out herein this Lease.

Section 21. No debts. Lessee shall not incur any debts nor obligations on the credit of City during the term of this Lease.

Section 22. Termination.

- (A) The City Manager may immediately terminate this Lease for cause and without penalty if the City Manager determines, in his sole discretion, that Lessee is no longer fulfilling the primary purpose of the Lease as set out in **Exhibit A.**

- (B) In addition, the City Manager may immediately terminate this Lease for cause and without penalty if he determines, in its sole discretion, that Lessee is in violation of any Federal, State, or local government law, rule, regulation, or ordinance.
- (C) Additionally, if there is noncompliance with one or more of the provisions contained herein, the Director may give Lessee written notice to cure or begin curing the default(s) within ten (10) days of receipt of the notice. If Lessee is not in compliance or in substantial compliance with each provision identified by the Director within ten (10) days of receiving said notice, the City Manager may terminate this Lease for cause without penalty by providing written notice of termination and listing one or more areas of continued noncompliance.
- (D) Either City Manager or Lessee may terminate this Lease without cause without penalty by giving thirty (30) days written notice to the non-terminating party.

Section 23. Notice. All notices, demands, requests, or replies provided for or permitted, under this Lease, by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; or (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. All such communications must only be made to the following:

IF TO CITY:

City of Corpus Christi
 Attn: Director of Park & Recreation
 P. O. Box 9277
 Corpus Christi, TX 78469-9277

IF TO LESSEE:

Name and address on Exhibit A

Either party may change the address to which notice is sent by using a method set out above. Lessee will notify the City of an address change within thirty (30) days after the address is changed.

Section 24. List of Current Officers and Board of Directors, and Bylaws. Lessee must submit its current List of Officers and Board of Directors (**List**) to the Director by each January 31 of each year of this Lease. The List must contain each person's title, name, address, home phone, and office or fax phone, and email address. Lessee must notify Director in writing immediately if there are any changes in the Officers or Board of Directors. Lessee must provide Director with copy of the current Bylaws, and immediately provide Director with any amendments to the Bylaws.

Section 25. Reporting. Lessee shall submit reports listing the number of youth and teams registered by Lessee to play sports each year during the term of this Lease. The reports must be submitted to the Director within two weeks after the start of Lessee's season.

Section 26. Construction and Reconstruction Funds.

- (A) If the City receives funds to construct or reconstruct Improvements at the Premises, Lessee covenants to vacate the Premises, should the Director deem it necessary, upon thirty (30) days written notice from the Director.
- (B) Lessee has no action for damages against nor will be compensated by the City for loss of use of the Premises and/or Improvements. The City has no obligation to provide an alternate location for Lessee during the Improvements construction or reconstruction period. The consideration for Lessee relinquishing all rights to use the Premises and Improvements during the construction or reconstruction period is the City's construction or reconstruction of the Improvements for Lessee's benefit.
- (C) Once construction or reconstruction of the Improvements is complete, the Director will notify Lessee, in writing, of the date on which the Premises and Improvements are once again available to Lessee.
- (D) Lessee's term will not change nor increase if the City requests Lessee to vacate the Premises as set out herein.

Section 27. Amendments. No alterations, changes, or modifications of the terms of this Lease nor the waiver of any provision will be valid unless made in writing and signed by a person authorized to sign agreements on behalf of each party.

Section 28. Waiver.

- (A) The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any of its rights hereunder.
- (B) No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease by either party at any time, express or implied, shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor shall justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof.
- (C) If any action by the Lessee requires the consent or approval of the City on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval of the same or any other action at any other occasion.
- (D) Any waiver or indulgence of Lessee's default of any provision of this Lease shall not be considered an estoppel against the City. It is expressly understood that, if at any time Lessee is in default in any of its conditions or covenants hereunder, the failure on the part of City to promptly avail itself of said rights and remedies which the City may have will not be considered a waiver on the part of the City, but the City may at any time avail itself of said rights or remedies or elect to terminate this Lease on account of said default.

Section 29. Force Majeure. No party to this Lease will be liable for failures or delays in performance due to any cause beyond their control including, without limitation, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

Section 30. Publication. Lessee agrees to pay the cost of newspaper publication of this Lease and related ordinance as required by the City Charter.

Section 31. Captions. The captions in this Lease are for convenience only, are not a part of this Lease, and do not in any way limit or amplify the terms and provisions of this Lease.

Section 32. Severability.

- (A) If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Lease or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Lease, or the application of said term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected thereby, for it is the definite intent of the parties to this Lease that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose.
- (B) To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Lease, then the remainder of this Lease is not affected thereby, and in lieu of each such illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Lease automatically.

Section 33. Complaint Notice. Lessee will post a notice at Premises, in a form approved by the **Parks Director**, that if any participant or spectator has any complaints or concerns they may contact the City at 880-3461 and talk to the **Parks Director**, or designee.

Section 34. Entirety Clause. This Lease and the attached and incorporated exhibits constitute the entire agreement between the City and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter hereof, unless contained in this Lease are expressly revoked, except for the promulgation of future maintenance rules as contemplated in Section 4 herein above, as the parties intend to provide for a complete understanding within the provisions of this Lease and its exhibits of the terms, conditions, promises, and covenants governing each party's performance hereunder and as relating to Lessee's use of the Premises.

EXECUTED IN DUPLICATE, each of which shall be considered an original, on this the _____ day of _____, 2014.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta, City Secretary

Ron Olson, City Manager

Approved as to legal form: _____

Douglas K. DeFratus
Assistant City Attorney
For City Attorney

**LESSEE: South Texas Association for Radio Control
Automobile Racing**

By: Cindy Daughtry
Cindy Daughtry, President

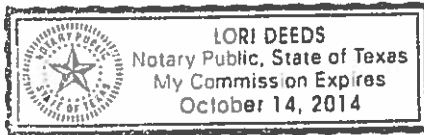
Printed Name: CINDY DAUGHTRY

Date: 02-17-14

STATE OF TEXAS '

COUNTY OF NUECES '

This instrument was acknowledged before me on February 17, 2014, by Cynthia C. Daughtry, President of _____, on behalf of said organization.



Lori Deeds
Notary Public, State of Texas

Printed name: Lori Deeds

Commission expires: 10-14-2014

EXHIBIT A
South Texas Association for Radio Controlled Automobile Racing

Property Description: Bill Witt Park

Term: January 27, 2014 to January 31, 2019

Program to be operated by Lessee: public, radio controlled race track

Notice Address for Lessee:

STARCAR, Inc.
Attn: President, c/o Cindy Daughtry
2030 Saratoga
Corpus Christi, Texas 78411

EXHIBIT C
INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this Lease until insurance required herein has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Lessee must furnish to the City's Risk Manager, (two) 2 copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day written notice of cancellation, non-renewal, material change or termination is required on all certificates.	Bodily Injury and Property Damage Per occurrence / aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal Injury	\$1,000,000 COMBINED SINGLE LIMIT

- C. In the event of accidents of any kind, Lessee must furnish the Risk Manager copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Certificate of Insurance:
 - The **City of Corpus Christi** must be named as an **additional insured** on the liability coverage, and a blanket waiver of subrogation is required on all applicable policies.
 - If your insurance company uses the standard ACORD form, the **cancellation clause** (bottom right) **must be amended** by adding the wording "changed or" between "be" and "canceled", and deleting the words, "endeavor to", and deleting the wording after "left". ".In lieu of modification of the ACORD form, separate policy endorsements addressing the same substantive requirements are mandatory.
 - The **name of the project** must be listed under "Description of Operations".
 - At a minimum, a **30-day written notice** of cancellation, material change, non-renewal or termination is required.
- B. If the Certificate of Insurance on its face does not show on its face the existence of the coverage required by items 1.B (1)-(7), an authorized representative of the insurance company must include a letter specifically stating whether items 1.B. (1)-(7) are included or excluded.

EXHIBIT D
STANDARD OF MAINTENANCE
SPORT FIELD LEASE CHECKLIST
Due January 31

SITE: _____

INSPECTOR: _____

ADDRESS: _____

Date of Inspection: _____

League President Signature _____

All Leases Sport League will be expected to complete this self-inspection checklist form annually. Due date will be January of the upcoming year.

Each league is responsible for their self inspection. If the inspection is not submitted to the City of Corpus Christi Parks and Recreation Department, 1201 Leopard, Corpus Christi, Texas 78401 by January 31 the League will be assessed a fee of **\$500.00 per site** and the City will do the inspection.

Check **“NO”** if repairs are not necessary; **“YES”** if repairs are necessary. A comment is required for any **“YES”** answer.

SKINNED AREAS

Yes No

1. The soil is too loose to provide good running traction. _____

2. The soil surface is not loose enough around sliding zones for safe sliding.

3. The soil is too abrasive for safe sliding. _____

4. The soil is too compacted to provide good drainage. _____

5. Running paths and sliding zones near bases have become worn and need to be leveled off.

6. Batter's box and home plate areas have become worn and need to be reconditioned.

7. Pitcher's mound has become worn and needs to be reconditioned.

8. The skinned area has low spots, holes, or is not level and should be dragged/re-graded. _____

9. There is a hazardous soil buildup (lip) between the skinned area and the turf.

10. The skinned area has unsafe wet spots and/or puddles. _____

11. When moist, the skinned area is too sticky and adheres to shoes.

12. Coach's box is not level with surrounding area. _____

13. Coach's box is excessively hard. _____

COMMENTS

PITCHER’S MOUND

Yes No

1. The mound does not conform to league requirements. _____

2. Platform area behind the rubber is not large enough. _____

3. “Push off” and “landing” areas are not constructed with specialized clay.

4. “Push-off” and “landing” areas are dished out and need repair.

5. There is a hazardous soil buildup (lip) between the mound and the infield grass.

COMMENTS

PLAYING SURFACE:

Yes No

1. Maintenance equipment such as rakes, hoses, etc. have been left on the field.

2. Litter and unsafe debris is scattered around the field and player/spectator areas. _____

3. The supply and location of waste cans is inadequate. _____

4. Sprinkler heads, drainage grates, valve boxes, etc. in the field are above grade or

have sharp edges or unsafe protrusions. _____

5. There have been recurring accidents from players running into surrounding objects

such as fencing, light posts, bleachers, etc. _____

6. Our facility does not comply with industry recommended field design specifications.

COMMENTS

BASES AND ANCHORING:

Yes No

- 1. The base coverings have unsafe rips or gouges. _____
- 2. The base framework or hardware is loose or damaged. _____
- 3. The base ground stake is unsafely protruding above the surface grade.

- 4. The base ground stake is out of alignment or not level with the surface.

- 5. The base ground stake is not firmly secured in its concrete footing.

- 6. The base, ground stake and its footing are not installed according to the manufacturer's requirement. _____
- 7. The bases do not seat properly with the ground elevation or they are seated loosely. _____
- 8. The concrete footings have rounded edges and may twist out of place in the ground. _____
- 9. The surface of home plate is not level with the surrounding surface.

- 10. The surface of home plate is worn or irregular. _____
- 11. The pitcher's rubber is not level with the surrounding surface or is not secured safely into the ground. _____
- 12. The pitcher's rubber is showing unsafe wear or gouges. _____

COMMENTS

FENCING

Yes No

- 1. Fence posts are loose or improperly set in the ground. _____
- 2. Fence posts are on the inside of the playing area fence. _____
- 3. Concrete footings are exposed above ground. _____
- 4. Fencing is not securely attached to the fence posts with loose or broken ties.

- 5. There are unsafe gaps under fencing. _____
- 6. There is no bottom tension wire or railing to secure the bottom of the fence.

- 7. There is not top railing to secure fence at the top. _____
- 8. Wire ends of chain link fencing are exposed along the top. _____
- 9. There are damaged portions of fencing that are loose, sharp, protruding, or unsafe. _____
- 10. Gates are left open during games. _____
- 11. There are unsafe gaps in the backstop or netting with worn out boards or fencing. _____

12. Backstop does not meet industry recommended specifications.

13. There is no warning track or warning track is in unsafe condition.

COMMENTS

TURF AREAS

Yes No

1. There are unsafe bare spots in turf with a hard soil surface exposed.

2. The surface is uneven because of soil grade. _____

3. Soil is too wet or drains poorly making an unsafe running surface.

4. Turf is not uniform in texture, density, or height making an unsafe playing surface. _____

5. Turf irrigation comes on during games. _____

6. Turf is not stable and "blow-outs" frequently occur. _____

7. Weeds are present with thorns, bristles, or burrs. _____

8. Moles, gophers or other animals have caused mounds or holes.

9. Hazardous ruts occur on the field from mowing equipment or trenching.

10. Permanent materials used to mark foul lines (i.e., white boards or fire hose) are protruding from the surface. _____

COMMENTS

LIGHTING

Yes No

1. The lighting was not designed, installed, or inspected by properly trained engineers or technicians. _____

2. There are burned out lights. _____

3. The beam direction of the lights are out of adjustment. _____

4. The lighting grid pattern on the field is uneven or irregular. _____

5. The lighting foot-candles do not meet industry recommended specifications.

COMMENTS

BLEACHERS

Yes No

1. The nuts and bolts on the bleachers are loose, missing, or protruding.

2. The guard rails are loose or missing. _____

3. The plank or railing end caps are loose or missing. _____

4. Wooden planks are worn out or splintered. _____

5. There are hazardous protrusions or sharp edges. _____

COMMENTS

GENERAL SAFETY CONSIDERATIONS

Yes No

1. Skinned foul lines have become rutted and need to be reconditioned.

2. The chalking material used is irritating to the eyes. _____

3. There are no warning signs posted informing players or spectators of use rules or hazardous conditions. _____

4. There are no public telephones available for emergency situations.

5. Areas that are hazardous or under repair have not been blocked off or identified. _____

6. There is currently no communication between the maintenance staff and the facility users. _____

COMMENTS
