



This License Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **TOWNSHIP OF FORWARD**, Butler County, Pennsylvania (Hereinafter referred to as "Township")  
**AND**

(Hereinafter collectively referred to as "Association").

**WHEREAS**, the Association has need of the Township baseball field for use by the \_\_\_\_\_ and the teams it plays in its league in which they are a member and by the players, coaches, parents and spectators of said team and league; and

**WHEREAS**, the Township desires to lease said Association the use of the baseball field located at the Forward Township Community Park, including the baseball facilities and parking areas.

**NOW, THEREFORE**, for and in consideration of ONE (\$1.00) DOLLAR, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Township hereby grants the Association the right to use the baseball fields located at the Township Park for the limited use by the \_\_\_\_\_ for the practice and playing of baseball.

2. The terms of this License shall be for a period of one (1) year commencing on the above date, and ending on \_\_\_\_\_ at 12:01 a.m.

3. The Park may be used by the Association from \_\_\_\_\_ through \_\_\_\_\_ of each year. Use of the field shall be limited to three (3) evenings, Monday, Wednesday, and Friday from 6:00 p.m. to 11:00 p.m., and Saturday mornings from 8:00 a.m. to 12:01 p.m. The Association shall cooperate with the Township and other teams in scheduling their games and practices. A schedule shall be provided to the Township at least one (1) week in advance, informing the Township of which nights the field will be used by the Association.

4. The Association agrees to procure liability and property damage insurance in an amount acceptable to the Township, and to show proof of the same within five (5) days of being requested to do so by the Township.

5. The Association shall indemnify and hold the Township harmless from any and all liability, liens, demands, judgments, suits and claims of any kind or character arising out of, in connection

with, or relating to the Association's use of the Park, including, but not limited to, environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability. The Association further covenants and agrees to defend any suits brought against the Township on any claims, and to pay any judgment against the Township resulting from any suit or suits, together with all costs and expenses relating to any claims, including attorney's fees, arising from the Association's use of the Park under the terms of this License Agreement.

6. The Association agrees to maintain the premises in a clean and safe condition and will promptly repair any damage within forty-eight (48) hours of knowledge of the same.

7. The Association will remove all litter, trash, garbage or other items left on the premises within twenty-four (24) hours of holding a game, practice, or other related event at the Park.

8. This Agreement constitutes the entire Agreement between the parties and supersedes or merges all past, present. Oral or written agreements, including any negotiations.

9. This License shall be revocable by the Township upon any violation by the Association or by January 31<sup>st</sup> of each year prior to the commencement of use in April.

**IN WITNESS WHEREOF**, the above parties, intending to be legally bound hereby, set forth their hands and seals the day and year first above written.

**TOWNSHIP**

\_\_\_\_\_  
Lindsey Everett, Secretary

(SEAL)

\_\_\_\_\_  
Melvin Musulin, Chairman

\_\_\_\_\_  
Mark Wilson, Vice Chairman

\_\_\_\_\_  
Stephen Buelher, Supervisor

**Association**

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
(Association) Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Witness) Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date