

**FACILITIES USE AGREEMENT
BETWEEN PERMITTEE AND CARMICHAEL RECREATION
AND PARK DISTRICT FOR FIELD USE**

THIS FACILITIES USE AGREEMENT (hereinafter referred to as “Agreement”) is effective January 16, 2026, by and between CARMICHAEL GIRLS SOFTBALL (hereinafter referred to as “PERMITTEE”) and the CARMICHAEL RECREATION AND PARK DISTRICT, a Recreation and Park District formed pursuant to the California Public Resources Code (section 5780, et seq.) (hereinafter referred to as “DISTRICT”).

RECITALS

- A. Ownership.** DISTRICT is the owner and operator of the Carmichael Park located at 5750 Grant Avenue in Carmichael, California 95608, which is more particularly described in Exhibit “A”, hereinafter referred to as the “**Premises**”.
- B. Permit.** PERMITTEE desires a Permit to use a portion of the Premises, consisting of fields and a snack bar, hereinafter referred to collectively as the “**Fields**” for purposes of providing youth sports activities (softball) including practices, games, and related activities. The DISTRICT is willing to grant PERMITTEE a Permit to use the Fields for purposes of youth sports activities (softball) on the following terms and conditions as contained herein.

(Remainder of page intentionally left blank)

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, DISTRICT and PERMITTEE agree as follows:

I. PERMISSION

DISTRICT hereby grants to PERMITTEE, a Permit to use CARMICHAEL PARK – Five (5) Softball Fields and one (1) snack bar building at 5750 Grant Avenue, Carmichael, CA 95608, herein referred to as "**Fields**", for purposes of providing youth sports activities (softball) including practices, games, and related activities, which includes a portion of the DISTRICT.

II. TERM

The term of this agreement shall commence January 16, 2026, and shall expire on December 31, 2026.

III. TERMINATION

PERMITTEE may terminate the Agreement, with or without cause, by providing thirty (30) days' written notice to the DISTRICT. In the event PERMITTEE terminates without the requisite advance notice, the PERMITTEE is responsible for any financial loss incurred by the DISTRICT pursuant to this Agreement.

DISTRICT may terminate the Agreement, with or without cause, by providing 30 days' written notice to PERMITTEE.

IV. LEAGUE ROSTER AND ANNUAL SITE PLAN OF OPERATIONS

- A. Each season (generally in Spring) PERMITTEE shall conduct registration of their program. Within 30 days of the conclusion of PERMITTEE's registration period, the PERMITTEE is to provide the DISTRICT with a list of participants, referred to herein as a "roster," including age, gender, and address. The roster data will be used by the DISTRICT for statistical purposes and to verify the total Youth Player Fee for each PERMITTEE. The roster data will not be disclosed, given or sold to any person or business for any reason, to the extent that non-disclosure is allowed under the California Public Records Act.
- B. Youth Player Fees are required for access to all DISTRICT Facilities.
- C. PERMITTEE shall submit rosters to DISTRICT's Recreation Services Manager either by email, to alaina@carmichaelpark.com, or by regular mail, to 5325 Engle Rd, Suite 100, Carmichael, CA 95608.
- D. Current and future field permits are contingent upon accurate rosters and payment of Youth Player Fees.
- E. PERMITTEE must submit a field use schedule prior to field use each year to the DISTRICT's Recreation Services Manager. Notification of changes to this schedule must be made to the Recreation Services Manager. Any weeks which were previously scheduled and not used by the PERMITTEE will be charged to the PERMITTEE unless a schedule change is submitted to and receipt acknowledged by the Recreation Services Manager at least 5 business days prior to the start of the week.

V. FEES

- A. In consideration of DISTRICT’S promise to allow PERMITTEE use of the athletic fields, PERMITTEE shall pay Youth Player Fees as follows:

For the 2026 seasons, PERMITTEE will pay \$10.00 per player per season in an organized sports program that utilizes DISTRICT athletic fields

DISTRICT will apply the Youth Player Fees will toward water costs, repairs and other expenses incurred from owning the facility.

- B. PERMITTEE shall pay a flat fee of \$800 for January 16, 2026, through December 31, 2026, to the DISTRICT for maintenance costs.
- C. PERMITTEE shall pay a flat fee of \$800 for January 16, 2026, through December 31, 2026, to the DISTRICT for snack bar utilities costs.
- D. When the PERMITTEE submits its team rosters, the DISTRICT will then submit an invoice for the Youth Player Fee along with the maintenance and snack bar utilities fees.
- E. Full payment is due from PERMITTEE to Carmichael Recreation & Park District, 5750 Grant Avenue, Carmichael, CA 95608, within 30 days of receiving an invoice from the DISTRICT.

VI. WRITTEN COMMUNICATION AND NOTICE

A. NOTICES

All notices from either party to the other under this Agreement shall be in writing and sent by nationally recognized overnight delivery service or by United States certified or registered mail, postage prepaid with receipt obtained, addressed to the other party at the address provided below, or such other address as the party to receive the notification may subsequently designate by written notice to the other:

To DISTRICT at:

Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608
Phone: (916) 485-5322

To PERMITTEE at:

Carmichael Girls Softball
PO Box 1333
Sacramento, CA 95609

B. PERSONNEL

i. DISTRICT:

Stacey Yankee, District Administrator, (916) 807-9461,
syankee@carmichaelpark.com
Alaina Lofthus, Recreation Services Manager, (916) 7826,
alaina@carmichaelpark.com

ii. PERMITTEE

Rhonda Stefko, President, (916) 247-2365 Rhonda.stefko@gmail.com

VII. COMPLIANCE WITH LAWS

- A. PERMITTEE shall observe and comply with all applicable federal, state, and local laws, regulations and ordinances.
- B. In the event and to the extent that PERMITTEE and/or their employees, volunteers, contractors, or any other relevant person shall have supervisory or disciplinary authority over any minor as part of the services to be performed, the PERMITTEE is required to ensure that they and all their employees, volunteers, contractors, or any other relevant person providing services under this Agreement comply with Public Resources Code, Section 5164, namely, they must undergo a DOJ background check before being retained or hired to perform services under this Agreement.
- C. Evidence of compliance shall be presented to the DISTRICT, on the form provided, Exhibit B, Certification of Background Checks before this Agreement is signed by the DISTRICT, for the PERMITTEE and all then current employees, volunteers, contractors, or subcontractors. Additionally, evidence of compliance under this subparagraph shall be presented to the DISTRICT during the term of this Agreement for each new employee, volunteer, contractor, or subcontractor of PERMITTEE, before the new employee, volunteer, contractor, or subcontractor commences performing under this Agreement.
- D. "Evidence of Compliance" under the terms of this subparagraph means that the result of either criminal background search reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. PERMITTEE shall supply to the DISTRICT, for each person to be checked, fingerprints pursuant to Section 11105.3 of the Penal Code. Failure to comply with this provision shall be grounds for immediate cancellation or termination of this Agreement by the DISTRICT.
- E. DISTRICT reserves the right to immediately terminate this Agreement should PERMITTEE fail to comply with any provision of this Article.

VIII. CAREGIVER OF FACILITIES

- A. PERMITTEE shall, throughout the period of this contract, act as caregiver to the DISTRICT facilities in use by keeping facilities safe and welcoming, and keeping the fields game ready and free of debris.
- B. PERMITTEE is responsible for the facility being free of trash or debris caused by PERMITTEE usage.
- C. PERMITTEE is required to immediately report any and all damage or acts of vandalism to the DISTRICT.

IX. FACILITIES

Pursuant to California Civil Code Section 1938, DISTRICT states that the Premises:

_____ Have not undergone an inspection by a Certified Access Specialist (CAsp).

_____ Have undergone an inspection by a CAsp and it was determined that the Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.

- X Have undergone an inspection by a CASp and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under State law. Although State law does not require a CASp inspection of the subject premises, the commercial property owner or DISTRICT may not prohibit the PERMITTEE from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the PERMITTEE, if requested by the PERMITTEE. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

X. INSPECTIONS

- A. DISTRICT and PERMITTEE will complete an annual “walk-through” (November – January) to address safety concerns and to discuss proposals on projects for the year.
- B. Day of Use Inspections: During the season, PERMITTEE shall conduct day of use inspections before and after games and practices of the fields to identify any safety hazards or maintenance issues. Any identified issues shall be promptly resolved by PERMITTEE. Any hazardous conditions that need DISTRICT attention will be communicated to the DISTRICT’S Recreation Service Manager. PERMITTEE shall cease use and restrict access to any identified hazardous/unsafe areas until the DISTRICT completes an inspection and/or repair.
- C. Monthly Report: PERMITTEE shall provide a written report to DISTRICT on a monthly basis, detailing the results of inspections conducted during that month and any actions taken to address identified issues.

XI. MAINTENANCE AND REPAIR

- A. PERMITTEE is responsible for the following:
 - 1. Emergency Response: In the event of an emergency or safety hazard, PERMITTEE shall immediately notify DISTRICT and take appropriate measures to ensure the safety of participants and spectators.
 - 2. No storage units shall be placed on Premises without written permission from the DISTRICT. The DISTRICT assumes no liability or responsibility for any equipment or property kept in the storage areas. Storage units must be in good condition at all times and any vandalism or breakage must be repaired immediately. PERMITTEE must maintain the storage unit in a clean manner at all times. PERMITTEE must provide keys to DISTRICT for all storage units, locked closets and fenced areas. Any/all flammable and/or toxic substances are strictly prohibited in storage containers.
 - 3. Inform all participants and spectators of the following rules: No dogs off leash, No alcohol, No smoking, and No parking on turf.
 - 4. Do not apply any pesticides or any other chemicals not approved by the DISTRICT on the site.

5. May perform minor maintenance and repairs with DISTRICT's approval.
6. Infield maintenance which includes adding soil amendments and grooming.
7. One workday per calendar year to make improvements and repairs as needed.

B. DISTRICT is responsible for the following:

1. Maintain and control irrigation system of fields
2. Mow fields once a week
3. Maintain draining system, trees, and weed abatement around fences.

XII. IMPROVEMENTS AND/OR MODIFICATIONS

- A. PERMITTEE shall not make any changes to the existing permanent structures or add any permanent structures to the Premises.
- B. Any malfunctions or damage to Premises are to be reported to the DISTRICT. The party responsible for labor and payment for repair will be determined.
- C. All requests for modifications or improvements to the Premises must be brought to the attention of the DISTRICT. Requests must include a "Letter of Intent," accompanied by construction drawings and specifications for DISTRICT approval.
- D. PERMITTEE is not allowed to designate the name of a ball field, or any portion of the Premises, without prior approval from the DISTRICT.

XIII. GENERAL INFORMATION

A. FIELD USE

1. PERMITTEE's main season is February through May, however, PERMITTEE has the right of first refusal to reserve use of the fields at Carmichael Park from January 19th to December 31st at the following dates and times:

Mondays – Thursdays: 2:30pm – 9:30pm

Fridays: 2:30pm – 9:30pm (except BF 1 and 2 is 2:30pm – 6pm)

Saturdays: 6:30am – 9:30pm

Sundays: 6:30am – 9:30pm (except BF 1 from 8am – 3pm)

Anytime the fields are not scheduled for use by PERMITTEE, the DISTRICT reserves the right to schedule other activities, including rentals, on the fields.

2. The DISTRICT retains priority use of the ball fields for DISTRICT sponsored programs and events. Events with priority use that may impact PERMITTEE include but are not limited to the following:

Sunday Farmers Market: 8am – 2pm

Concerts in the Park: Typically May through June

Food Truck Nights: Typically second Thursday of March, April and May

Founders' Harvest Festival: Typically second Saturday in October

3. PERMITTEE will provide DISTRICT with a ball field schedule prior to the start of the main season as well as any updated schedules. DISTRICT will use the provided schedule to identify open field days and times for potential rental or reservation by other groups.
4. PERMITTEE is to notify and schedule all tournaments at least 30 days in advance with the DISTRICT and only for PERMITTEE use. Any tournament scheduled and notified less than 30 days in advance will not be permitted. Tournaments are for PERMITTEE use only. PERMITTEE must be present at all times throughout tournament day(s). PERMITTEE is required to pay DISTRICT for any additional staff needed at tournaments to help with trash and bathrooms. Due to limited parking and scheduled events, the DISTRICT may deny tournament days and times. All outside entities wanting to host tournaments must go through the DISTRICT's facility rental permitting process and payment.
5. PERMITTEE is prohibited from subleasing the field to other organizations (youth or adult) including PERMITTEE organization coaches performing clinics, camps, and/or lessons in which individual coaches are monetarily compensated

B. PARKING

1. PERMITTEE is responsible for coordinating parking and traffic within the complex during the season.
2. PERMITTEE is responsible for providing a sufficient number of staff/volunteers to assist with parking and traffic control if needed. Parking is allowed in designated public parking areas only.
3. PERMITTEE must observe and comply with any and all local parking rules and regulations applicable with the park.
4. Nothing herein is intended to authorize PERMITTEE to override the normally applicable parking regulations, nor to override the authority of official designated parking enforcement personnel of the County.

C. RESTROOMS/TOILETS

1. PERMITTEE is responsible for providing and paying for additional portable restrooms/toilets as needed during the season. Depending upon the expected attendance, duration of the event, and the availability of public restrooms, PERMITTEE may need to rent portable toilets to accommodate participants. DISTRICT requires one toilet for every 250 people, or portion thereof. For every four portable toilets rented for an event, one must be approved to meet specific guidelines set forth by the American with Disabilities Act of 1990. The number of toilets required is based upon the maximum number in attendance at peak times during an event.
2. PERMITTEE will work with DISTRICT on the proper placement for the portable restrooms/toilets.
3. PERMITTEE is responsible for securing and locking any rented portable restrooms/toilets after each field use.

D. SNACK BAR

1. PERMITTEE is responsible for controlling and maintaining full responsibility for the snack bar operations.
2. PERMITTEE is responsible for obtaining a yearly health department permit and inspection.
3. PERMITTEE is responsible for complying with Sacramento County Health codes and regulations in regard to the preparation, selling, and consuming of food at DISTRICT facilities.
4. Any modifications, alterations, or changes to the snack-bar building must be approved by the DISTRICT.
5. DISTRICT will maintain the electrical between the walls.
6. The phone service and building alarm and security systems are the responsibility of the PERMITTEE.
7. PERMITTEE shall maintain the inside of the snack bar, including the storage area, and building shell roof in accordance with DISTRICT standards.
8. PERMITTEE is responsible for the operation, supervision, and safe use of any BBQ or grilling equipment, and only Blackstone-type grills that do not have an open flame are permitted in the designated area marked on Exhibit A. PERMITTEE must comply with all applicable fire codes and safety regulations regarding outdoor cooking.

E. NO ALCOHOLIC BEVERAGES POLICY

1. No alcoholic beverages are allowed in or around the park or any other park sites located within the Carmichael Recreation and Park District without an authorized permit, insurance, and security.

F. BOOTHS/TENTS

1. Food Booths
 - a) A Business Operation Tax Certificate and County Health Permits are required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the facility. PERMITTEE must abide by all Sacramento County Metropolitan Fire Department regulations that apply to booths and tents.
2. Vendor Booths
 - a) Vendor booths are usually similar in construction to food booths but are meant for retail sale of non-food items. A Business Operation Tax Certificate is required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the parks. PERMITTEE must abide by all fire department regulations that apply to booths and tents.

G. BANNERS

1. Location, Installation, and Removal
 - a) PERMITTEE may display banners at Carmichael Park ballfields only.
 - b) No permanent structures can be erected for the purpose of supporting banners.
 - c) Banners placed on ball fields are restricted to the outfield fence (must face the inside of the ball field) and backstops. Exception: PERMITTEE is allowed to have Team banners placed on the dugout fencing before a scheduled game and the Team banner must be removed immediately after the game.
 - d) PERMITTEE must space banners evenly across the fence to create a uniform pattern.
 - e) PERMITTEE must center banners between posts on fences with the bottom of the banner placed no less than two feet above the ground.
 - f) Banners must be tied with zip ties only.
 - g) Banners may not be hung from any bleachers or dugouts.
 - h) It is the sole responsibility of the PERMITTEE to put up and take down banners.
2. Time Limitations
 - a) PERMITTEE may display banners up to two weeks prior to the start of the main season and removed no later than two weeks after the end of the main season.
 - b) PERMITTEE may not display banners year-round.
 - c) Banners advertising league registration may be requested by PERMITTEE to be posted at one site location for a period of time that does not exceed 14 days. Approval will be based on DISTRICT availability.
3. Banner Content and Language
 - a) No inappropriate language or message may be displayed. DISTRICT has final approval on content.
 - b) The message and graphics must be done professionally and be maintained in a neat and clean manner throughout the season.
 - c) Banners should be for team and/or field sponsorship purposes only. Any other types/purpose of banners must be approved by the DISTRICT prior to display.
4. Banner Specifications
 - a) Banners must be vinyl and may not exceed the dimensions of 4 feet high by 6 feet long.

5. Defective Banners
 - a) Any defect in a banner which could cause possible injury, damage to property or a traffic hazard, will be removed by the DISTRICT without prior notification.
 - b) PERMITTEE shall be responsible for the cost to repair any damage to DISTRICT owned property that results from the hanging or suspension of defective banners.
6. Liability
 - a) Banners are the property of the PERMITTEE. The DISTRICT is not responsible for the disappearance of or the damage to banners from any cause including but not limited to wind, weather, theft, or vandalism.
7. Interpretation and Removal
 - a) The DISTRICT reserves the right to remove banners at any time for reasons including but not limited to content, language, location, time limitations, specifications, or appearance.
 - b) The PERMITTEE is responsible for any costs associated with repair or replacement of any banner the DISTRICT removed due to content, language, specifications, or appearance.
8. All signs must be approved by the DISTRICT and must state the special event name, and applicable dates and times. Temporary signs for an event should be posted no more than two weeks before such event and are removed no more than five days after such event.
9. The DISTRICT maintains the right to place banners around the fields and other DISTRICT owned property used by the PERMITTEE.

H. INFLATABLES

1. No inflatables are to be used by PERMITTEE.

I. GENERATORS

1. PERMITTEE must acquire required permit from Sacramento Metro Fire for any generator use.
2. Portable generators, if needed, should be placed in an area where attendees are unlikely to come into contact with them, and be placed at least 10 feet from any combustible materials. Generators shall be located a minimum of 20 feet from tents or canopies.
3. Refueling: When refueling a portable generator, you must wait until the generator cools, and then refill it from a self-closing safety can.
4. A portable fire extinguisher, minimum 2A 10B: C size, with a current Fire Marshall tag attached must be on-site and easily accessible at all times.

J. NOTIFICATION OF CHANGES

1. PERMITTEE is responsible for providing the DISTRICT with an updated list of Board Members including their names, phone numbers, and email addresses prior to the start of the season each year.
2. PERMITTEE is responsible for contacting the DISTRICT'S Recreation Services Manager regarding any changes in Board Members throughout the course of the season.
3. PERMITTEE is responsible for contacting the DISTRICT'S Recreation Services Manager regarding any program changes.
4. PERMITTEE is responsible for contacting the DISTRICT'S Recreation Service Manager regarding any lock (key or combination) and alarm code changes to the facilities.

XIV. ADVERTISEMENT

- A. DISTRICT will allow PERMITTEE to solicit memberships and conduct fundraisers for the sole purpose of enhancing or providing funding for the program, equipment and/or fields.
- B. DISTRICT will promote PERMITTEE in the online activity guide. The location of the advertisement will be based on space availability. PERMITTEE will provide DISTRICT with a written write-up which must be received prior to deadline.
- C. DISTRICT and PERMITTEE will set up a web link to promote each other's programs to the general public.

XV. ASSIGNMENT

This agreement is for PERMITTEE activities only and cannot be assigned to another individual or entity.

XVI. INDEPENDENT AGENCIES

- A. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. PERMITTEE is not an employee of the DISTRICT and is not entitled to any of the rights, benefits or privileges of DISTRICT employees.

- B. PERMITTEE acknowledges that all personnel furnished by PERMITTEE to perform services pursuant to this Agreement shall be agents of the PERMITTEE and shall at all times be subject to the direct supervision and control of the PERMITTEE. PERMITTEE shall be solely liable for any and all injuries resulting to its agents, which may arise out of or in the course of the administration/performance of this Agreement. The DISTRICT and the County of Sacramento shall not be liable for any workers' compensation or other benefits accruing under federal or state law to any agents/employees of the PERMITTEE to administer/perform services pursuant to this Agreement. If PERMITTEE has any employees, then PERMITTEE agrees that it will, at all times during the term of this Agreement, at its own expense, obtain and keep in full force and in effect, workers' compensation insurance as required by law with coverage extending to all of PERMITTEE employees, whether permanent, temporary or seasonal.
- C. The services PERMITTEE administers and performs pursuant to this agreement are intended to have the result of improving softball skills and abilities to area youth in a fun, safe, healthful and encouraging manner through softball team practices, games, and/or special events. Any vending by PERMITTEE is done independently from the DISTRICT, and the PERMITTEE assumes responsibility for all related permits, health regulations, taxation, and auditing related to vending.

XVII. INDEMNIFICATION AND INSURANCE

- A. To the fullest extent allowed by law, PERMITTEE shall indemnify, defend, and hold harmless the DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively “**Indemnified Parties**”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “**Claims**”), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the PERMITTEE, its officers, agents, employees, or contractors, or the acts or omissions of anyone else directly or indirectly acting on behalf of the PERMITTEE, or for which the PERMITTEE is legally liable under law regardless of whether caused in part by an Indemnified Party. PERMITTEE shall not be liable for any Claims arising from the sole gross negligence or willful misconduct of an Indemnified Party.
1. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by PERMITTEE.
 2. Nothing in this indemnity obligation shall be construed to create any duty to any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
 3. The provisions of this indemnity obligation shall survive the expiration or termination of the Permit.

- B. Without limiting PERMITTEE'S indemnification, PERMITTEE shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance with as specified in Exhibit C. It is the responsibility of PERMITTEE to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit C. It is understood and agreed that PERMITTEE shall not have access to the fields until DISTRICT is satisfied that all insurance required by this Agreement is in force. Failure to maintain insurance as required by the Agreement may be grounds for termination of the Agreement.

XVIII. NONDISCRIMINATION

PERMITTEE shall not discriminate with respect to race, color, religion, religious creed, national origin, ancestry, citizenship, physical or mental disability, medical condition, genetic information, marital status, sex, pregnancy, gender, gender identity, gender expression, sexual orientation, veteran and/or military status, protected medical leaves, domestic violence victim status, political affiliation, and any other status protected by state or federal law pursuant to this agreement. In addition, prohibits retaliation against a person who engages in activities protected by this section. Reporting, or assisting in reporting, suspected violations of this section.

XIX. AMENDMENTS

This Agreement sets forth all of the promises, conditions and understandings between DISTRICT and PERMITTEE relating to the Facility. There are no promises, conditions and understandings, either oral or written, between DISTRICT and PERMITTEE other than those set forth in this Agreement. No subsequent modification or agreement with respect to the terms of this Agreement shall be effective, unless such subsequent modification or agreement is in writing executed by both DISTRICT and PERMITTEE. No oral representation, whenever made, by any official or employee of DISTRICT shall be effective to modify the provisions of this Agreement. This Agreement shall be binding upon the parties hereto, their successors and assigns.

XIX. SIGNATURE AUTHORITY

Each of the persons signing below represents and warrants that he/she has the authority to legally bind the party on whose behalf he/she signs.

XX. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this Agreement.

XXI. DUPLICATE COUNTERPARTS

This Agreement and any amendments hereto may be executed in several counterparts and shall be deemed one and the same agreement. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

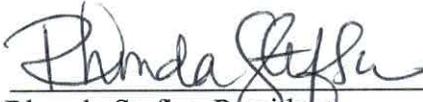
DISTRICT/PERMITTEE:

CARMICHAEL RECREATION AND PARK DISTRICT, a recreation and park district, dependent special district of the County of Sacramento

By: _____
Stacey Yankee, District Administrator
Carmichael Recreation and Park District

“DISTRICT”

CARMICHAEL GIRLS SOFTBALL

By:  _____
Rhonda Stefko, President
Carmichael Girls Softball

“PERMITTEE”

CARMICHAEL PARK

5750 Grant Avenue
 Carmichael CA 95608
 (916) 485-5322
 (916) 485-0805 fax
 www.carmichaelpark.com

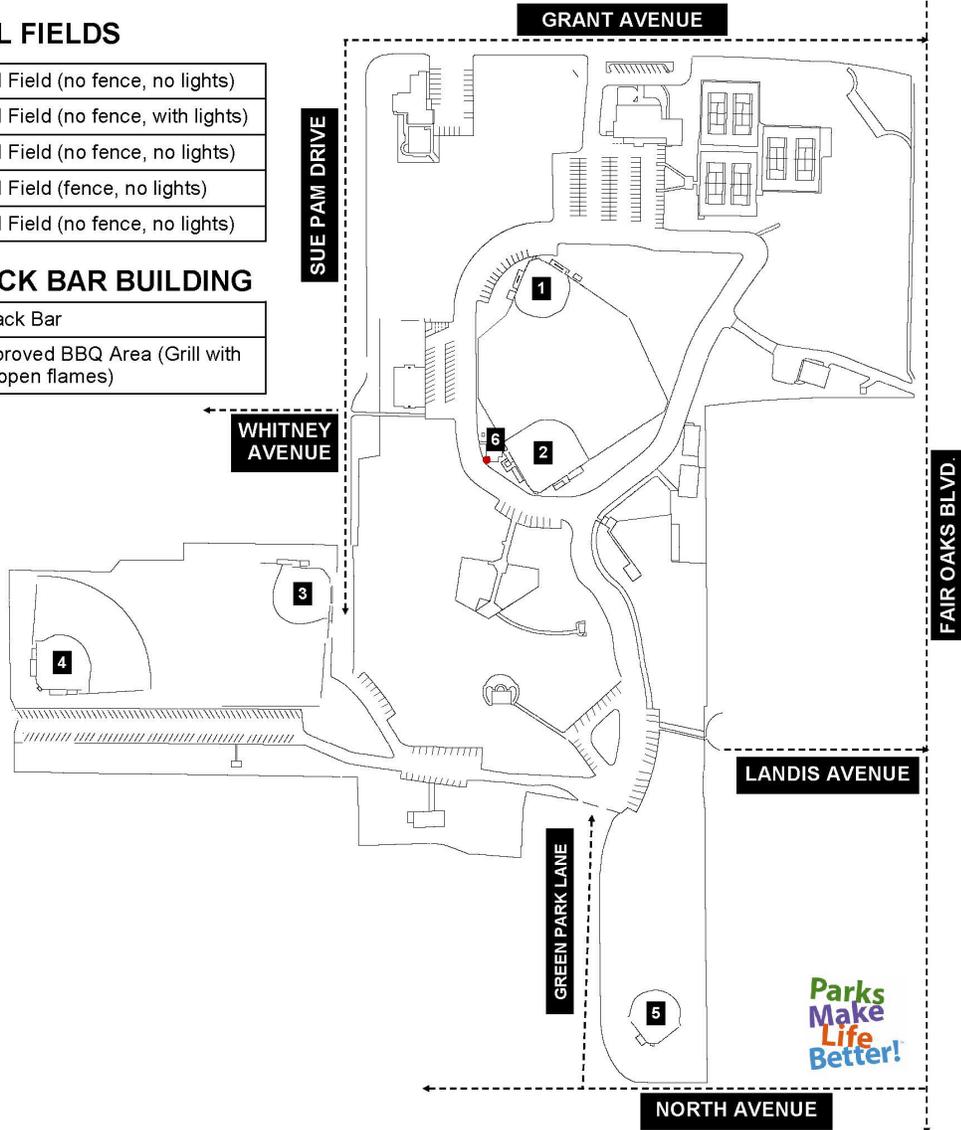


BALL FIELDS

1	Ball Field (no fence, no lights)
2	Ball Field (no fence, with lights)
3	Ball Field (no fence, no lights)
4	Ball Field (fence, no lights)
5	Ball Field (no fence, no lights)

SNACK BAR BUILDING

6	Snack Bar
●	Approved BBQ Area (Grill with no open flames)



Certification of Background Checks

_____ ("PERMITTEE") acknowledges that pursuant to California Public Resources Code §5164 that no person (e.g., employee of PERMITTEE, volunteer, or independent contractor or subcontractor hired by PERMITTEE) may be in a position having supervisory or disciplinary authority over a minor (any person under the age of eighteen) if that person has been convicted of any of various specified offenses¹. This prohibition applies to PERMITTEE, PERMITTEE's employees or volunteers, and any contractors or subcontractors used by PERMITTEE, or the employees or volunteers of those contractors or subcontractors.

PERMITTEE certifies that PERMITTEE has required each person who may be in a position of having supervisory or disciplinary authority over a minor to have had fingerprints taken and submitted to the California Department of Justice for verification, and that such person has not been convicted of the disqualifying offenses, and that PERMITTEE will be notified of any future disqualifying offenses. All such persons are identified below:

Name of Employee, Volunteer, Contractor, Subcontractor, or any Other Relevant Person	Position	Date of Background Check

PERMITTEE is required to provide updated information to the CRPD as these persons change. PERMITTEE further acknowledges that by this Certification of Background Checks, Carmichael Recreation and Park District will not independently verify the information provided by PERMITTEE; so therefore PERMITTEE shall indemnify, defend and hold harmless the CRPD and the County of Sacramento, its elected and appointed officials, and its employees and volunteers from and against any and all claims, loss, liability and damages resulting from injury or death to any person arising out of or in connection with the misrepresentation or inaccuracy of any information provided herein.

PERMITTEE's Signature: _____ Date: _____

¹ Violations or attempted violations of §§ 220, 261.5, 262, 273a, 273d, or 273.5 of the California Penal Code, or any sex offense listed in § 290 of the Penal Code, except for the offense specified in subdivision (d) of § 243.4 of the Penal Code, within ten (10) years of the date of such person seeking to be employed or serve as a volunteer of PERMITTEE.

Copies of this form may be made for additional and/or new persons subject to a DOJ Background Check.

EXHIBIT C to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT,
hereinafter referred to as "CRPD",
and CARMICHAEL GIRLS SOFTBALL, hereinafter referred to as "CONTRACTOR"

I. MINIMUM SCOPE OF INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property which may arise from or is in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its employees, agents, representatives, subcontractors, or any other party for which CONTRACTOR is legally liable.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Personal Lines automobile insurance shall apply if vehicles are individually owned with limits of no less than \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance

appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate covering CONTRACTOR's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

III. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CRPD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR.

IV. INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, as applicable, the following provisions:

1. **Additional Insured Status:** The CRPD, its Board of Supervisors, and all CRPD officers, officials, employees, volunteers, and agents ("Additional Insureds") are to be covered as additional insureds on the general and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement on the CONTRACTOR'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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This also applies to any CONTRACTOR Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy:** The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable if the Primary and Umbrella or Excess Policies provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true

“following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR’s primary and excess liability policies are exhausted.

4. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled without notice to the CRPD.
5. **Waiver of Subrogation:** CONTRACTOR hereby grants to CRPD a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the CRPD by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CRPD has received a waiver of subrogation endorsement from the insurer.
6. **Self-Insured Retentions:** Self-insured retentions (“SIR”s) must be declared to and approved by the CRPD in writing. The CRPD may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or CRPD. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Additional Insureds. The CRPD may deduct from any amounts otherwise due CONTRACTOR to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the CONTRACTOR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The CRPD reserves the right to obtain a copy of any policies and endorsements for verification.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the CRPD Risk Manager.

8. **Claims Made Policies:** If any of the required policies provide claims-made coverage (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.
9. **Verification of Coverage:** CONTRACTOR shall furnish the CRPD with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this Exhibit. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the CRPD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CRPD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Any failure, actual or alleged, on the part of the CRPD to monitor or enforce compliance with any of the insurance requirements is not deemed a waiver of any rights on the part of the CRPD.
10. **Severability of Interest:** The CONTRACTOR 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
11. **Subcontractors:** If CONTRACTOR uses subcontractors or others to perform work under this Agreement, such subcontractors or other persons shall be Named Insured or Additional Insured to the CONTRACTOR’s required insurance coverage or required by the CONTRACTOR to comply with equivalent insurance and conditions of this section.
12. **Maintenance Of Insurance Coverage:** CONTRACTOR shall provide CRPD with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONTRACTOR is required by this Agreement to immediately notify CRPD if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR

shall provide evidence that such insurance has been replaced, or its cancellation notice is withdrawn, without any interruption in coverage, scope or limits. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

- 13. Special Risks or Circumstances:** CRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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