

OAK VIEW (OAK DELL) COMMUNITY PARK LEASE AGREEMENT

This LAND USE AGREEMENT is made and entered into by and between:

THE COUNTY OF VENTURA,

hereinafter "County" and;

OJAI VALLEY BASEBALL LEAGUE

hereinafter "Tenant".

The above mentioned parties agree that:

1. USAGE AREA. County hereby provides to Tenant and Tenant hereby accepts from County, the Usage Area hereinafter called "Premises," located in Oak View, an unincorporated portion of the County of Ventura, State of California, and described as approximately eight (8) acres of improved land that include two baseball fields with in-ground dugouts, six ball field light standards one (1) 20' x 30' cement block and wood structure, one (1) 12' x 12' wood structure, four (4) bleachers, batting cages, a 4' high x 170' outfield retaining wall as a 36' x 63' cement block structure and its associated dirt parking lot. The Premises provides for activities consistent with the operation of a youth league baseball park, and is commonly known and referred to as the Oak Dell portion of Oak View Community Park. The Premises are pictorially shown on Exhibit "A", attached hereto and made a material part hereof.
2. IN-KIND CONTRIBUTION. The Premises are used as an in-kind contribution to the Ojai Valley Baseball League youth program. County shall waive rental fees for the use of the Premises as long as Tenant agrees to operate and maintain the Premises as set forth in this Agreement.
3. TERM. The term of this Agreement shall be ten (10) years, commencing on December 1, 2023 and terminating on December 1, 2033. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.
4. HOLDOVER. Tenant must obtain written consent from County to hold possession of the Premises on a month to month basis after the expiration of the term of this Agreement, or any extension thereof. Rent for said Holdover tenancy shall be at the amount paid for the last month of the term covered by this Agreement. All other terms and conditions of this Agreement shall remain unchanged.

5. REQUIRED USES AND SERVICES. The Premises shall be used for the following specified purposes and activities:

**Instructional baseball/softball league
for children age 5 (five) through 13 (thirteen) years old.**

Tenant shall operate the Premises within the "Required Uses and Services" as indicated. No other uses are permitted without the prior written consent of the General Services Agency (GSA) Director, or his/her designee. County reserves the right to give or withhold any such consent in its sole and absolute discretion. Structures on the Premises may be used for concession stand sales, storage of related sports equipment, or other items consistent with the operation and maintenance of a youth league baseball park. Sales of unrelated items are strictly prohibited. All local, state and Federal laws, including building and safety, health, fire, alcoholic beverage control, etc., must be complied with as a condition of this Agreement and shall be the sole responsibility of the Tenant.

6. PERIOD OF USE. Tenant shall be permitted to use the Premises according to the following schedule for the term of this Agreement:

August 1 - January 31

Sunday through Friday from 8:00 am to 8:00 pm. Excludes Saturday.

February 1 - July 31

Monday through Saturday from 8:00 am to 8:00 pm. Excludes Sunday.

7. USE BY OTHERS. County shall retain the right to allow the use of the Premises during those times when Tenant is not scheduled to use the Premises. Organized play is excluded on Saturdays from August through January and on Sundays from February through July to allow informal use by the general public.
8. OPERATING EXPENSES. All operating expenses associated with the Premises including, but not limited to, repairs, replacements, maintenance, etc. shall be the sole responsibility of Tenant, and shall be promptly paid by the Tenant.
9. UTILITIES. All utilities supplied to the Premises including but not limited to, electricity, water, sewer, trash, natural gas, and propane shall be the sole responsibility of Tenant, and shall be promptly paid by the Tenant.
10. MAINTENANCE RESPONSIBILITIES. Tenant shall provide on-going maintenance to the Premises and shall maintain these facilities in good condition, at its own cost and expense recognizing they are a park serving the general public. Tenant shall be responsible for any and all repairs to the Premises during Tenant's occupancy. Tenant shall provide all maintenance on a regular basis, including but not limited to lighting, grading, mowing fields, sprinkler systems, field fencing, dugouts, bleachers, snack bar, scoring booth and storage buildings. Periodic inspections by the County shall be conducted on the maintenance, operations and safety factors involved with the Premises. Failure to correct deficiencies or problems as identified by County shall be considered a major default that can lead to the termination of this Agreement. If County determines that there are maintenance

needs, County will notify Tenant by phone, electronic mail, or Certified U.S. Mail of the needs. Tenant must respond to correct these needs in a timely manner depending on the nature of the deficiency.

Tenant shall provide litter control to the Property during practice, league play and tournaments and shall keep the area free of litter. If County determines litter control is not being done effectively, the County will provide 24 hours' notice to Tenant to clean up the litter. If it is not done satisfactorily, County will provide the service and bill Tenant for the cost of service and Tenant will pay all costs related to this service. Maintenance responsibilities exclude repaving of access roadway and parking lot, host driveway host site and Ojai Valley Trail fencing.

11. IMPROVEMENTS. Tenant shall obtain prior written approval from the GSA Director or his/her designee, prior to any improvements to the Premises.
12. NOTICES. All notices and communications required under this Agreement shall be in writing and may be given by personal delivery or by Certified United States (U.S.) Mail, postage prepaid. Notices shall be deemed given on the day of personal delivery or on the third day following deposit in the U.S. Mail.

All notices to Tenant shall be addressed or delivered to:

Ojai Valley Baseball League
P.O. Box 34
Oak View, CA 93022

All notices to County shall be addressed or delivered to:

Ventura County Parks Department
11201 Riverbank Drive, Suite A1
Ventura, CA 93004

Either party may designate a different address by giving thirty (30) days written notice to the other party, as set forth in this Section. If Tenant is not a resident of the County of Ventura, or is an association, partnership, or limited liability company without a member or partner residing in the County of Ventura, or is a foreign corporation, Tenant shall file with County a designation stating the name, address, telephone and facsimile number of an agent that resides in the County of Ventura for service of process in any court action between Tenant and County, arising out of or based on this Agreement. Service of process upon such agent shall constitute service upon Tenant.

13. INSURANCE. Tenant, at its sole cost and expense, shall procure and maintain with respect to the Premises and operations conducted thereon, the following types of insurance:
 - A. Commercial General Liability "occurrence" coverage in the minimum amount of one million dollars Combined Single Limit (CSL) bodily injury and property damage each occurrence and two million dollars aggregate, including personal injury, broad form property damage, products/completed operations,

operations, broad form blanket contractual and fifty thousand dollars fire legal liability.

B. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of the League and Employer's Liability in the minimum amount of million dollars. If Tenant has no employees, County requires that the declaration should be in writing.

C. Property insurance to cover buildings owned by Tenant which are situated on Premises and Tenant's content' both valued on a replacement cost basis, for the perils of fire, extended coverage and vandalism & malicious mischief.

All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be in excess of Tenant's insurance coverage and will not contribute to it. The County of Ventura, Agents, and Volunteers are to be named as Additional Insured as respects work done by Tenant under the terms of this contract on all policies required (except Workers' Compensation). Tenant agrees to waive all rights of subrogation against the County of Ventura, its boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Tenant under the terms of this Agreement. Said insurance shall not be canceled or terminated without thirty (30) days prior written notice given to County;

Tenant shall furnish County with the following insurance documents on or before the effective date of this Agreement:

1. Certificates of Insurance for all required coverages.
2. Additional Insured endorsements.
3. Waiver of Subrogation endorsements (a.k.a. Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Rights to Recover from Others).

14. TAXABLE POSSESSORY INTERESTS AND TAXES. A taxable possessory interest may be created by this Agreement and Tenant may be subject to the payment of property taxes levied on such interest. Tenant shall pay, before delinquent, any and all taxes and assessments levied upon the Agreement Premises or against Tenant by reason of Tenant's use and occupancy of the Premises.
15. HOLD HARMLESS. Tenant shall defend, indemnify, and hold harmless the County of Ventura, including all of its boards, agencies, department, officers, agents, employees, and volunteers against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including without limitation, those arising from injuries or death of persons and/or from damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Tenant, save and except claims or litigations arising through the sole negligence or wrongdoing and/or sole willful misconduct of County.

16. ASSIGNMENT AND SUBLETTING. Tenant shall not suffer any person to occupy or use the Premises, or any portion thereof except in the normal course of business of the uses expressly permitted hereunder without the prior written approval of County. Tenant shall not assign or transfer this Agreement or any interest therein or sublet the Premises or any part thereof or any right or privilege appurtenant thereto without the prior written approval of County. County reserves the right to give or withhold any such approval in its sole and absolute discretion.

- A. Tenant shall not be considered in default or breach as to any provision of this Agreement when such default or breach is the result of compliance with, or pursuant to, any process, order, or decree of any court or regulatory body of competent jurisdiction.
- B. Each term and provision in this Agreement to be kept, observed, or performed by Tenant shall be construed to be both a covenant and a condition.
- C. If Tenant shall default or breach any covenant or condition to be kept, observed, or performed by Tenant, County shall give written Notice of Default or Breach to Tenant. Tenant shall have thirty (30) days after service of said notice in which to cure, remedy, and correct said default or breach, or in which to commence and diligently pursue the performance of the thing or work required to be done to cure, remedy, and correct said default or breach. Should Tenant fail to so cure, remedy and correct such default or breach, or to commence and diligently pursue such corrective remedial action within and during said thirty (30) day period, or should thereafter fail to diligently pursue such corrective action, County shall have the right, but not the obligation, to terminate this Agreement.
- D. The failure of the County to give Notice of Default or Breach of the Agreement or terminate the Agreement because of a default or breach thereof or exercise any other right conferred on it pursuant to the Agreement, shall not be a waiver of any right or rights conferred by the Agreement nor shall County be estopped to assert such right or rights at any reasonable time after County has knowledge of a breach or default.
- E. No waiver of any default or breach shall constitute a waiver of any other default or breach, whether of the same or any other term, covenant, or condition. No waiver, benefit, privilege, or service voluntarily given or performed by County or Tenant shall give the other any contractual right by custom, estoppel, or otherwise.

17. DEFAULT OR BREACH.

- A. Tenant shall not be considered in default or breach as to any provision of this Agreement when such default or breach is the result of compliance with, or pursuant to, any process, order, or decree of any court or regulatory body of competent jurisdiction.

- B. Each term and provision in this Agreement to be kept, observed, or performed by Tenant shall be construed to be both a covenant and a condition.
 - C. If Tenant shall default or breach any covenant or condition to be kept, observed, or performed by Tenant, County shall give written Notice of Default or Breach to Tenant. Tenant shall have thirty (30) days after service of said notice in which to cure, remedy, and correct said default or breach, or in which to commence and diligently pursue the performance of the thing or work required to be done to cure, remedy, and correct said default or breach. Should Tenant fail to so cure, remedy and correct such default or breach, or to commence and diligently pursue such corrective remedial action within and during said thirty (30) day period, or should thereafter fail to diligently pursue such corrective action, County shall have the right, but not the obligation, to terminate this Agreement.
 - D. The failure of the County to give Notice of Default or Breach of the Agreement or terminate the Agreement because of a default or breach thereof or exercise any other right conferred on it pursuant to the Agreement, shall not be a waiver of any right or rights conferred by the Agreement nor shall County be estopped to assert such right or rights at any reasonable time after County has knowledge of a breach or default.
 - E. No waiver of any default or breach shall constitute a waiver of any other default or breach, whether of the same or any other term, covenant, or condition. No waiver, benefit, privilege, or service voluntarily given or performed by County or Tenant shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Agreement shall not constitute a waiver of any preceding default by Tenant other than a default in the payment of the particular rental payment so accepted, regardless of County's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after termination of Agreement constitute reinstatement, extension, or renewal of this Agreement or revocation of any notice or other act by County.
18. DESTRUCTION. If a total partial destruction occurs during the term of this Agreement due to an act of God or nature, then either Tenant or County shall have the option to cancel this Agreement by Tenant or County sending written Notice of Cancellation within thirty (30) days of such destruction.
19. REMOVAL OF IMPROVEMENTS.
- A. All improvements constructed on the Premises by Tenant shall be owned by Tenant until expiration or sooner termination of this Agreement. Tenant shall not, however, remove any improvements from the Agreement Premises nor waste, destroy, or modify any improvements on the Agreement premises except as permitted by this Agreement.

- B. At the expiration, termination, or cancellation of the Agreement, Tenant shall within sixty (60) days at its own expense, remove all improvements, personal property, installations of any kind owned or placed on the Agreement Premises by Tenant, and shall leave the Agreement Premises in substantially the same condition as when first occupied by Tenant. County, however, may elect at the expiration, termination, or cancellation of this Agreement whether it will negotiate to acquire Tenant's improvements installations, personal property, or any part thereof. If County elects to negotiate, it shall send written notice of such election within ten (10) days of the expiration, termination, or cancellation of the Agreement. If no agreement for acquisition is reached, County shall send written Notice to Remove Improvements. Within sixty (60) days after the date of such notice, Tenant shall remove all such improvement as above provided.
 - C. If Tenant does not remove or has not completed removal of its improvements, installations, and personal property as provided herein, title thereto shall vest in County. County may remove or cause to be removed or sold or destroyed the improvements and installations on the Agreement Premises and Tenant shall pay to County the reasonable and actual cost of any such removal, sale or destruction, in excess of any consideration received by County as a result of said sale, removal, or demolition.
20. RULES AND ORDINANCES. Tenant agrees to abide by and uphold the policies of the Ventura County Parks Department, ordinances of the County of Ventura, and the laws of the State of California.
- A. Tenant agrees to ensure games are over and field lighting is turned off by the park curfew. Park curfew is set by Ordinance at 10:00 P.M.
 - B. Closing hour for the park has been set at 11:00 P.M.
 - C. Tenant agrees to limit the use of the public address system after 9:00 p.m. to a level acceptable to the adjacent residential neighborhoods.
 - D. Tenant agrees to abide by the laws of the County of Ventura, and of the State of California which regulate the operation of food and beverage serving facilities.
21. RIGHT TO ENTER. The County shall have the right to enter Tenant facilities at any time for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.
22. PARKING. The Tenant, its agent, invitees, volunteers, contractors and patrons shall be permitted use, as available, of the dirt area adjacent to the paved parking area and behind the community center park host trailer for parking. Any vehicle parking on the dirt area adjacent to the ball field is to be conducted in a safe manner leaving sufficient room for a fire lane. Any parking along the fence line signed "No Parking" will be subject to citation. Use of the paved parking area to the front and side of the Oak View Community Center is prohibited.

23. ADVERTISING. All advertising shall be subject to the approval of the GSA Director, or his/her designee prior to placement. County reserves the right to give or withhold any such consent in its sole and absolute discretion. All advertising must be removed and stored, out of sight, at the end of the playing season.
24. SIGNS. Tenant may use portable signs approved by County and the Oak View Recreation Commission for identification purposes of the Premises.
25. NON-DISCRIMINATION. Tenant agrees not to discriminate in providing its services and shall provide those services without regard to race, sex, or religion.
26. CONTAMINATION AND POLLUTION Tenant at its own cost and expense, will provide clean-up of any premises, property, or natural resources contaminated or polluted due to Tenant activities on the Premises.
27. AMENDMENTS/MODIFICATION
The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

[continued on next page]

28. PROPERTY OWNERSHIP

All fixed on the Premise is property of County. Any non-fixed property owned by Tenant shall be itemized and submitted on a Non-Fixed Property Disclosure letter in writing to County for approval within 30 days of execution of this lease. A Non-Fixed Property Disclosure shall be submitted annual within 30 days of the lease execution anniversary.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

“COUNTY”

By: _____
David J. Sasek
Director, General Services Agency
County of Ventura

Date:

“TENANT”

By: _____
Greg Miller
Chief Executive Officer
Ojai Valley Baseball League

Date:

By: _____

Date:

(print name and title)

Exhibit A
Premises Boundary

