

**LEASE AGREEMENT
SOUTH 6th STREET SOFTBALL COMPLEX**

This Agreement is made and entered into on this _____ day of November 2022, by and between the City of Marshalltown, Iowa through its PARKS & RECREATION DEPARTMENT, hereinafter referred to as the Lessor and MARSHALLTOWN SOFTBALL ASSOCIATION, INC., of Marshalltown, Iowa, hereinafter referred to as the Lessee, is mutually agreed as follows, to wit:

Lessor does hereby lease the Lessee the following described premises in Marshalltown, Marshall County, Iowa, to wit:

LEGAL DESCRIPTION

Lot 3 of the Northeast Quarter of the Southeast Quarter, AND Lot 1 of the Southeast Quarter of the Southeast Quarter, except that part of Lot 1 leased to the Marshalltown Football League, all in Section 34, Township 84, West of the 5th P.M., Marshall County, Iowa.

That the term of this Lease Agreement shall be from the 1st day of January 2021 to the 31st day of December 2025, for the consideration of Five (\$5.00) Dollars payable in full in advance of the lease term at the office of Lessor in Marshalltown, Iowa, as follows, to-wit:

The parking lot located on this leased premises shall be mutually maintained by Lessor and Lessee. Lessor will sweep the lot three times per year: spring, summer, and fall. Lessor shall plow fire access to the Concession stand and maintenance shed during the winter but will utilize the parking lot as a snow dump site if needed.

Lessor reserves the right to use the parking lot or portions of it for special events or activities upon notification to Lessee. The dates are to be determined. Lessor reserves the right of use of the parking lot for the skate park and recreational trail users at all times and for the Marshalltown Football League during its season.

Lessee shall properly mow and trim all areas within the yellow-lined boundaries of the attached drawing.

Lessor agrees to provide labor and equipment necessary to maintain and/or repair field lights and scoreboards and to perform other electrical repairs needed and agreed upon by both parties. Lessee shall be responsible for the cost of any repair parts. Lessee will be responsible for winterization, maintenance, or repairs of any water or plumbing issues including the field sprinkler systems.

Lessor agrees to provide storage for Lessee's Toro slicer and to slice all ballfields one time per month from May to October. Lessee agrees to allow Lessor to use the slicer as needed on other properties within the City. Lessor agrees to aerate all fields once every year after the season's end. The purpose of this Lease Agreement is to provide a softball program in conformity with

the programs operated by Lessee in the past. In the event a dispute arises as to the terms and conditions of this Lease Agreement the Parties agree to meet to resolve these disputes in conformity with the stated purpose hereof.

If at any time the softball program now promoted and handled by Lessee should no longer exist, this Lease Agreement shall immediately terminate.

Lessee shall be responsible for the maintenance and upkeep of any building or structures located upon said premises for Lessees' use. In the event, any buildings or structures are removed with the agreement of the Lessor it is the responsibility of the Lessee to remove any vertical structures and in-ground infrastructure and fill any holes with dirt and seed.

Lessee shall at no time sub-lease said property without Lessor's prior written approval.

Lessee shall immediately notify Lessor of any proposed improvements to be placed upon the premises, to the end that Lessor shall be made fully aware thereof. No improvements shall be allowed without Lessor's consent.

Lessee will maintain liability insurance coverage on the leased premises, naming Lessor as an additional insured. Coverage shall be not less than \$1,000,000 per person and \$2,000,000 per event. Proof of insurance shall be provided by Lessee upon request of Lessor. Lessee shall hold Lessor harmless from any claims made for personal injury or property damage arising out of any activity authorized by Lessee upon said premises by anyone present thereon as a spectator, laborer, or otherwise. If the Lessor shall use these properties after the closing of the softball season, the Lessee shall be held harmless for injury arising out of the Lessor's use.

Lessee shall be solely responsible for any utility charges such as electricity, water, sewer, and gas, all turf maintenance of the diamonds, and areas outside the playing area.

Lessee will not in any way prohibit the general public access to the Bike/Walk/Jog Path which is located on the leased premises. Lessee shall be allowed to drive maintenance equipment on the Path to enter ball diamonds to perform routine maintenance.

Marshalltown Softball Association

City of Marshalltown, Iowa

President

Joel Greer, Mayor

ATTEST:

ATTEST:

Secretary

Alicia Hunter, City Clerk

SIXTH STREET COMPLEX

