

FACILITY USAGE AGREEMENT AMENDMENT

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF JONESBORO AND *JONESBORO BASEBALL BOOSTERS*

This First Amendment to the Facility Usage Agreement for Association Use of Joe Mack Campbell Park ("Agreement") is entered into by and between the City of Jonesboro Parks and Recreation ("CITY") and Jonesboro Baseball Boosters, Inc. ("JBB").

RECITALS

WHEREAS on the 21st day of February, 2010 the City of Jonesboro, Arkansas and Jonesboro Baseball Boosters, Inc. entered into a Facility Usage Agreement for the use of Joe Mack Campbell Park. A copy of said Agreement is attached as Exhibit A hereto; and

WHEREAS, after operating in accordance with the February 21, 2010 Agreement, the CITY and JBB entered into discussions to modify the Agreement to better accommodate the parties and to promote better communication between the parties; and

WHEREAS, through discussions between the CITY and JBB, the CITY and JBB have agreed to modify the Agreement. As such it is necessary to enter into this Amendment.

NOW, THEREFORE, said Agreement is amended as follows:

1. Section II. Use of Facilities by JBB – Paragraph 1 shall be amended to state "During the period of March 1st to October 31st of each year during the Term of this Agreement, JBB shall have the primary right to use the CITY's baseball Facilities and concession stands for JBB's regular spring and fall season, league playoffs, hosting Invitational Tournaments, hosting USSSA sanctioned tournaments, hosting league tournaments, hosting District, State, Regional, World Series Tournaments in sanctioned leagues such as Cal Ripken and USSSA, for make-up games, for Spring Training league games and for practice. This period shall be referred to as the "Primary Usage Period." The parties agree that the CITY's Wolf Cub Tackle Football program's use of three fields is excluded from this Primary Usage Period from September 1 to October 31 each year."

2. Section III. Obligations of CITY – Paragraph 1(h) is amended to state "Drag infields, shape mounds, stripe outfield lines (in white paint or chalk only that is provided by JBB) and shape and chalk home plate daily, Monday through Friday. In addition, see (q) below for weekends when tournaments are scheduled."

3. Section III. Obligations of CITY – Paragraph (q) shall be added and shall state “Provide an adequate amount of employees to work with the JBB tournament director during tournament weekends to drag infields, shape mounds, stripe outfield lines (in white paint or chalk only provided by JBB), shape and chalk home plate, water fields, and fill water coolers in the dugouts. These activities will be at the direction of the JBB tournament director. See Obligations of JBB regarding notice of tournaments and rainouts.”

5. Section III. Obligations of CITY – Paragraph (r) shall be added and shall state “Provide use of CITY equipment for use by CITY employees only to work on the playing fields daily, Monday through Friday and during the weekends tournaments are scheduled.”

7. Section IV. Obligations of JBB – Paragraph 5 is amended to state “Furnish to CITY a complete game schedule for the season. The complete game schedule shall be submitted at least one week prior to the first regular season game. JBB through its tournament director will furnish to CITY a schedule of games for tournament weekends within a reasonable amount of time prior to the tournament weekend. The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities and scheduling of employees. The CITY understands weather is outside the control of JBB and schedules may be modified due to weather. JBB agrees to notify CITY of modified schedules a minimum of 12 hours in advance and CITY agrees to cooperate and coordinate accordingly.”


8. Section IV. Obligations of JBB – Paragraph 9 is amended to state “Pay for utilities (i.e. electricity, water and telephone) for the concession stand during the Primary Usage Period in the event the City is charged for said usage. In the event the City is charged for usage for the concession stand, JBB shall reimburse the CITY for the exact charge as long as it is a normal and customary charge.”

9. Section IV. Obligations of JBB – Paragraph 14 is amended to state “Agree that all Facilities are to be used for regular season games, make-up games, tournament games and practices (at no charge) during the Primary Usage Period. JBB agrees to provide CITY with a schedule of tournaments at least two (2) weeks prior to the first scheduled tournament, a schedule for “spring training league” games and practices by March 1 and regular season games and practices on April 1 and June 1 of the term herein. The Parks and Recreation Department, in order to provide equal opportunity for all teams wishing to practice at the facility and to protect against unauthorized usage by outside parties, reserves the right to schedule practices and other activities at times not denoted in the practice, game, and tournament schedules provided by JBB.”

10. All other terms and conditions of said Agreement not expressly amended herein shall remain in full force and effect.

This First Amendment to Agreement is signed below by the duly authorized representatives of the parties.

JONESBORO BASEBALL BOOSTERS, INC.

By: 
(signature)

Steve Brown
(typed or printed name)

Title: President

Date: 3/23/2011