

**AGREEMENT FOR USE OF VILLAGE OF BOSQUE FARMS
REAL PROPERTY**

THIS AGREEMENT, made and entered into this 18th day of February, 2021 by and between the Village of Bosque Farms, hereinafter designated as the "Village" as Grantor of use, and the Yucca Little League, hereinafter designated as the "League" as Grantee of use,

WITNESSETH:

WHEREAS, the League desires to utilize a portion of land area within the real property owned by said Village and being utilized for the operation of the Bosque Farms Recreation Complex,

WHEREAS, the League desires to renew their agreement for use of the field during the baseball season,

WHEREAS, the Village desires to assist in any manner possible in recreational activities for the benefit of school children and Village residents in general.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, COVENANTS AND AGREEMENTS HEREIN, PARTIES HERETO AGREE AS FOLLOWS:

1. The Village, in consideration of the sum of \$1.00 and other consideration hereinafter expressed, herewith agrees to allow the League to use and utilize a portion of land within the Bosque Farms Recreation Complex for use of several baseball diamonds for recreational activity, for a period of one (1) year, such term is renewable each year at the option of the Village, provided that all conditions as hereinafter designated are properly met and performed.
2. The Village, in consideration of the sum of \$1.00, herewith agrees to allow the League to use and utilize the concession stand, for a period of one (1) playing season, such term is renewable each year at the option of the Village.
3. In consideration for the allowance of the use of said land by the Village for several baseball diamonds and recreational activities therewith connected, the League agrees to obtain prior approval from the Village for all future additions, modifications, or alterations before commencing any changes in the baseball diamond areas.
4. As further consideration for the use of said parcel on a year-to-year basis as stated above, the League hereby agrees and covenants with the Village that the Village shall not be liable for any damages to persons or property arising from any cause whatsoever, which shall occur in or about said parcel and the League hereby agrees to indemnify and save harmless the Village from any and all claims and liability for damages to persons or property arising from the League's use of said parcel. In addition, the League will tender a policy of liability insurance, which will hold harmless the Village for injuries, or damages that may ensue as a result of the use of said parcel by the League. This policy shall be in the limits of bodily injury and property damage liability of \$1,000,000 per each occurrence and aggregate of \$2,000,000 per the requirement of the Tort Claims Act of New Mexico.

5. As further consideration, the League agrees to abide by the following conditions herewith imposed by the Village for the use of said parcel, to-wit:
 - a. The League shall be responsible for any damage that may ensue by result of vandalism, destruction of property or damages that may occur to Village Property resulting from the practice of baseball and the playing of baseball games, related activities, and any other damages that may arise from this agreement.
 - b. The League herewith guarantees that in any use of water or sewer facilities owned by the Village, the League shall be totally responsible for any damages that may occur as a result of said use.
 - c. The League shall insure that sufficient qualified and responsible adult supervision shall be available at all times during the use of said parcel for said recreational activities during league practice and season.
 - d. The League hereby agrees covenants with the Village that any and all alterations, additions and improvements shall merge and become a permanent part of the realty and any and all interest of the League shall immediately vest in the Village, except to the extent specifically provided for in this agreement. All alterations, additions and improvements shall be made at the League's expense and the League hereby agrees to indemnify and save harmless the Village from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against the Village or against that parcel which is to be used by the League on account of or arising out of such alterations, additions, or improvements including but not limited to liens or mechanics, material men, laborers, architect, artisans, contractors, subcontractors or any other lien of any kind whatsoever.
 - e. The league further agrees that any alterations, such as the changing of locks, shall be done only with the approval of the Village and new keys will be immediately provided to the Village by the League.
6. The League accepts this grant of use by the Village of said parcel for said recreational activity upon a year-to-year basis and fully understands that the Village may and can forthwith curtail the use by said League of said parcel for recreational activity if the Village finds that continued use of said parcel constitutes a jeopardy to the Village.
7. The Village hereby agrees that the League shall have primary use of the baseball diamonds during the league practice and season. However, the League agrees that the Village may use or may assign use of the baseball diamonds during anytime of the year to any person(s) if the Village deems the best interest of the majority of Village residents will be served.
8. Parties hereto agree that although the Village property is being utilized herein for said recreational activity, that the Village shall not be responsible for supervision, maintenance, administration or operation of League activities on said parcel at any time during League practice or season, except when the Village desires to utilize said parcel for recreational activity during the year at its discretion.

My commission expires:_____