

**SCOREBOARD AGREEMENT  
COON RAPIDS BASEBALL ASSOCIATION**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Coon Rapids, a Minnesota municipal corporation, hereinafter referred to as “City” and the Coon Rapids Baseball Association, hereinafter referred to as “Association”.

**WITNESSETH:**

The City is the owner of Wintercrest Park in Coon Rapids, hereinafter referred to as the “Facility”. In addition, the City has an interest in providing recreational opportunities for the youth of the community.

The Association wishes to donate a NEVCO scoreboard to the City for the East Field at the Facility at Association’s expense under the terms of the Agreement.

The City is willing to accept the donation under the terms of this Agreement.

The City and the Association agree that a new scoreboard at the Facility is in the best interest of the City and the Association to provide recreational opportunities for the youth of the community.

**NOW, THEREFORE,**

1. The Association will provide one NEVCO scoreboard at its expense and have delivered to the East Field at Wintercrest Park.
2. The City will accept the donation of the NEVCO scoreboard from the Association and permit the installation of the scoreboard on the East Field at Wintercrest Park. Installation of the scoreboard shall be consistent with the requirements of City including obtaining all necessary building permits.
3. The City will be responsible for installing the I-beam supports and the hanging of the scoreboard.
4. The Association shall be responsible for entering into a contract with a qualified electrical contractor and Association and City will evenly divide costs for the electrical connection necessary to power the scoreboard. The City agrees to waive any permit fee for the electrical connection.
5. Any remaining costs of the equipment, materials, installation, warranties, and miscellaneous expenses related thereto shall be paid by the Association.

6. The Association shall be responsible for the ongoing maintenance and operation of the scoreboard including any costs associated with such maintenance and operation. Furthermore, Association will be responsible for assignment of the scoreboard control console.

7. This Agreement may not be assigned or otherwise transferred by the Association to any third party without the prior written consent of the City.

8. To the fullest extent permitted by law, the Association agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Association's negligence or the Association's performance or failure to perform its obligations under this Agreement. The Association agrees this indemnity obligation shall survive the completion or termination of this Agreement.

9 Each party shall have the option to terminate this Agreement at any time. Termination shall be effective upon 60 days written notice to the other party.

10. This Agreement contains and embodies the entire agreement of the parties hereto and no representations, inducements, or agreements oral or otherwise, between the parties not contained and embodied herein shall be of any force or effect, and this Agreement may not be modified in whole or in part other than by an agreement in writing duly signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COON RAPIDS BASEBALL  
ASSOCIATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF COON RAPIDS

By: \_\_\_\_\_  
Jerry Koch, Mayor

By: \_\_\_\_\_  
Steven D. Gatlin, City Manager