

Project: Orcutt Babe Ruth League at
Waller County Park
APN: 111-100-015 (portion)
Folio No.: 002302
Agent: AH

USE AGREEMENT

THIS USE AGREEMENT (hereinafter "Agreement") is made by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY",

and

ORCUTT BABE RUTH LEAGUE, INC., a California non-profit corporation, hereinafter referred to as "LEAGUE",

with reference to the following:

WHEREAS, COUNTY is the owner of that certain real property and improvements located in the unincorporated area of Santa Maria, County of Santa Barbara, known as County Assessor Parcel No. 111-100-015 and commonly referred to as Waller County Park (hereinafter the "Property"), shown on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, a portion of the Property has been improved, developed and operated for the purposes of a youth baseball facility by LEAGUE and others since March 21, 1966; and

WHEREAS, LEAGUE is a California non-profit corporation organized for the purpose of operating a youth baseball facility at Waller County Park pursuant to various agreements with COUNTY since March 24, 1986, and wishes to continue encouraging those recreational opportunities for the benefit of the public

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained herein, the parties agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of General Services (hereinafter "Director"), or designee, and for LEAGUE by LEAGUE's President (hereinafter "President"), or designee. The Director and President, or designee, shall be the priority contact for all matters relating to this Agreement. The COUNTY Board of Supervisors hereby authorizes the Director to agree to any option(s) to extend the term of this Agreement without returning to the Board of Supervisors for approval of such extension(s), if LEAGUE is in compliance with all terms and conditions of this Agreement.

2. **PREMISES:** COUNTY hereby grants to LEAGUE a non-exclusive use of that certain portion of real property (hereinafter "Premises") shown as the crosshatched area on Exhibit "B" attached hereto and incorporated herein by reference, including all improvements now situated and constructed thereon, subject to the terms and conditions contained herein.

3. **PURPOSE AND USE:** LEAGUE shall have the non-exclusive right to use the Premises, which have been improved, developed, and operated as a youth baseball facility, to promote youth baseball activities. LEAGUE shall not use the Premises for any other purpose without the express written consent of COUNTY. LEAGUE shall provide Director with the schedule of times the fields will be in use for organized youth sport activities, and LEAGUE shall have exclusive use of the Premises during such times.

LEAGUE shall make the Premises available for use by the general public, civic and community groups, other youth sports groups and other groups of a similar nature on a non-preferential basis at any time when said Premises are not in use or scheduled for use by LEAGUE. LEAGUE shall not charge others for use of the field except for reimbursement of maintenance or for damage done to the Premises. It is further agreed that COUNTY shall have the right to use said Premises for any public purpose, providing such use does not unreasonably conflict with LEAGUE'S use of said Premises.

LEAGUE shall not use or commit said Premises or any portion thereof to be improved, developed, used, or occupied in any manner or for any purpose that is in any way in violation of this Agreement or any law, ordinance or regulation of any Federal, State, County or municipal government agency, body or entity.

If LEAGUE ceases to function as a non-profit corporation organized to promote youth sports activities, this Agreement shall terminate automatically.

4. **TERM:** The term of this Agreement shall be for a period of FIVE (5) years, more or less, commencing upon approval and execution by the COUNTY Board of Supervisors, and terminating December 31, 2018, subject to such provisions for extension and termination as herein provided.

5. **OPTIONS TO EXTEND TERM:** The Director may agree to extension(s) of this Agreement on behalf of COUNTY for two (2) additional five-year terms by mutual written agreement with LEAGUE, provided there are no other material amendments to its terms. LEAGUE shall provide Director with six (6) months written notice prior to the expiration of the initial five-year term or any five-year extension term of LEAGUE'S desire to extend the term of the Agreement.

6. **RENT:** As consideration for the rights granted herein and LEAGUE'S responsibilities to maintain and repair the Premises pursuant to Section 7, LEAGUE'S RESPONSIBILITIES; LEAGUE will not be charged rent during the term of this Agreement.

7. **TITLE AND WARRANTIES:** Title to the Premises, buildings and all improvements such as structures, furniture or equipment constructed or fixed on, in, or around the Premises is and shall be vested in the COUNTY at all times.

Title to all items or personal property located in, upon, or around the Premises, specifically including but not limited to sports equipment and concession stand fixtures and

inventory, shall be vested in the LEAGUE unless otherwise expressly agreed between the parties.

It is agreed by the parties hereto that the LEAGUE is the owner of sports equipment and concession stand fixtures and inventory situated on the Premises. The LEAGUE agreed to take and accept the Premises in their present condition and the COUNTY shall have no responsibility to remove or replace any existing improvements on the Premises.

8. **LEAGUE'S RESPONSIBILITIES:** LEAGUE shall be responsible for:

- a) Watering the infields only;
- b) Collecting all trash generated by the concession stand and disposing of it in dumpsters provided by COUNTY; and
- c) All maintenance and repair of the scoreboard, concession stand, dugouts, uncovered bleacher stands and infield grounds at LEAGUE'S sole expense. Said maintenance shall be performed as necessary to keep such items in a clean, neat, sanitary, and safe condition. If LEAGUE fails to maintain the above mentioned responsibilities in a clean, neat, sanitary and safe condition, COUNTY may perform such work and/or contract for such work to be done, and invoice LEAGUE for reimbursement of the cost. LEAGUE shall pay COUNTY within 30 days of receiving the invoice.

9. **COUNTY'S RESPONSIBILITIES:** COUNTY shall, through the Community Services Department, be responsible for:

- a) Watering and irrigating all landscaping and areas surrounding the playing fields;
- b) Watering and mowing the grass areas located in the outfield playing areas;
- c) Payment of water, electricity, sewer, and trash collection fees; and
- d) Maintenance and repair of all irrigation systems within the Premises.

10. **ASSIGNMENT:** LEAGUE may not assign its rights in the Premises or any part thereof without the prior written consent of COUNTY, which shall not unreasonably be withheld. Any attempt to assign without consent shall be void and without legal effect.

11. **IMPROVEMENTS/ALTERATIONS/CONSTRUCTION:** During the term of this Agreement, LEAGUE shall not commence any construction, alterations, or improvements to any grounds, building, or structure located on the Premises without the prior written approval of the Director, who may request additional information in writing.

Any exterior construction or interior alteration project conducted in, on, or about the Premises which exceeds Ten Thousand Dollars (\$10,000) shall be presented to the Director in written form with proposed plans and specifications prior to any construction or alterations. The Director shall issue a written approval or disapproval of any plans and specifications submitted pursuant to this section within sixty (60) days of submittal by LEAGUE. No construction or alteration which has not been approved by the Director shall be performed.

The Director's approval shall be conditioned upon LEAGUE acquiring appropriate permits to proceed from governmental agencies, furnishing a copy thereof to the Director, or designee prior to commencement of the work, and compliance by LEAGUE with all conditions of said permit in a prompt and expeditious manner. Any and all permits or clearances required shall be made only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, is required to grant such

permits or clearances. LEAGUE shall give the Director, or designee, no less than ten (10) calendar days' written notice prior to the commencement of any work in or about the Premises, and COUNTY shall have the right to post Notices of Non-responsibility in or on the Premises as provided by law.

LEAGUE shall keep the Premises and improvements free and clear of liens for labor and materials expended by or for LEAGUE or on its behalf and LEAGUE shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations.

12. **SIGNS**: LEAGUE shall not erect any signs in the Park without express written consent of COUNTY.

13. **UTILITIES AND SERVICES**: LEAGUE agrees that any utilities installed on the Premises, either permanent or temporary in nature, after the effective date of this Agreement shall be subject to prior written consent by the Director.

If LEAGUE'S utility or service requirements increase over the existing level of utility or service use on the date the term commences, upon approval by the Director, LEAGUE may install new utility or services on the Premises at LEAGUE'S sole expense. If LEAGUE is constructing or remodeling improvements and additional utility or service is required (i.e., wiring, plumbing, conduits, and mains) as a result of LEAGUE'S changes or increased utility or service requirements, LEAGUE shall pay on demand the public utility or service company(ies) the total cost of said utility and/or service.

COUNTY shall pay solely for the existing utilities and services used on the Premises, consisting of water, electrical, sewer, and trash, in the amounts and at the levels existing as of the date of execution of this Agreement.

14. **INDEMNIFICATION AND INSURANCE**: LEAGUE shall be required to indemnify COUNTY and maintain insurance in accordance with the provisions of Exhibit "C", attached hereto and incorporated by reference.

15. **REVENUES**: Any and all revenue generated by LEAGUE from the Premises, including, but not limited to, ticket sales, memberships, donations, and gifts, shall be retained by LEAGUE. LEAGUE shall not charge others for use of the field except for reimbursement of maintenance or damage done to the Premises.

16. **ANNUAL REPORT**: LEAGUE shall provide COUNTY with an annual report on or before January 1 of each year during the entire term of this Agreement, which shall consist of LEAGUE'S current Board of Directors with names, addresses, and telephone numbers; information regarding general operation and management of the Premises during the preceding year; and all information regarding dates of special group events that may be planned for the upcoming year.

17. **NONDISCRIMINATION**: LEAGUE shall comply with COUNTY laws, rules, and regulations regarding nondiscrimination as such are found in the Santa Barbara County Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

18. **WASTE AND NUISANCE:** No waste shall be committed on the Property, nor shall nuisance or other acts be committed that disturb the enjoyment of the Property by the general public or COUNTY.

19. **ACCESS BY COUNTY:** LEAGUE shall permit COUNTY and its authorized agent, employees, and independent contractors to enter onto the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether LEAGUE is complying with the terms of this Agreement, for the purpose of performing other lawful acts that may be necessary to protect the COUNTY'S interest in said Premises, and for the purpose of performing any duties and obligations on COUNTY'S part under this Agreement.

20. **POSSESSORY INTEREST TAXES:** LEAGUE acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that LEAGUE may be subject to the payment of property taxes levied on such interest. LEAGUE covenants and agrees to pay all taxes, including possessory interest tax and assessments, which may be levied upon any of the LEAGUE'S interest in land, improvements, fixtures, furniture, and other property owned by LEAGUE and used in the exercise of LEAGUE'S rights under this Agreement or levied by reason of LEAGUE'S operations pursuant to this Agreement.

21. **REIMBURSEMENT OF FEES:** In no event shall COUNTY be responsible for reimbursement of any fees paid by LEAGUE'S tenants, members, contractors, licensees, invitees or guests.

22. **ENVIRONMENTAL IMPAIRMENT:** LEAGUE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon the Premises due to LEAGUE'S use and occupancy, LEAGUE shall clean the Premises and all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction. LEAGUE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting engineering and construction costs) incurred by COUNTY as a result of LEAGUE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LEAGUE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

23. **TOXICS:** LEAGUE shall not manufacture or generate hazardous wastes on or in the Premises. LEAGUE shall be responsible for any hazardous wastes, substances or materials as defined under Federal, State or local law, regulation, or ordinance that are manufactured,

generated, used, placed, disposed, stored, or transported by LEAGUE, its agents, employees, or designees on the Premises during the term of this Agreement and shall comply with and be bound by all applicable provisions of such Federal, State, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LEAGUE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

24. **COMPLIANCE WITH THE LAW:** LEAGUE shall, at its sole cost and expense, comply with all applicable federal, state, county, and municipal laws, statutes, rules, ordinances, and regulations in effect during the term or any part of the term of the Agreement applying to or regulating the use and occupation of the Premises or otherwise with regard to this Agreement.

25. **NOTICES:** Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

COUNTY: County of Santa Barbara
General Services Department
Attn: Real Property
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101
(805) 568-3070

LEAGUE: Orcutt Babe Ruth League, Inc.
Carlos Silvas, President
P.O. Box 2172
Orcutt, CA 93457
(805) 264-4150

26. **DEFAULT:** Except as otherwise required herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the non-defaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty one (21) calendar days from such notice, then this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days, in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

27. **BREACH:** In the event LEAGUE violates any of the provisions herein and fails to remedy such violation within thirty (30) calendar days after written notice thereof, in addition to any other rights COUNTY may be entitled to at law, COUNTY may terminate this Agreement and all rights of LEAGUE hereunder and remove LEAGUE from the Premises.

28. **WAIVER:** In no case is a waiver by COUNTY of any term or provision of this Agreement effective unless such waiver is expressly stated in writing and approved by COUNTY in accordance with the provisions of this Agreement. It is understood and agreed that

any waiver of any kind during the term of this Agreement, shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

29. **TERMINATION**: This Agreement shall terminate and all rights of LEAGUE hereunder shall cease and LEAGUE shall quietly and peacefully deliver to COUNTY possession and interest in the Premises upon the failure of LEAGUE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and COUNTY'S exercise of its right to terminate.

30. **ABANDONMENT**: In the event of abandonment or non-use of the Premises by the LEAGUE at any time, existing and extending over a continuous period of one (1) month, except during periods of off-season, the Premises shall revert to the full control of the COUNTY. In such event, LEAGUE agrees to surrender the Premises, and this Agreement shall be of no further force and effect. If LEAGUE shall abandon, vacate or surrender the Premises, LEAGUE'S personal property left on the Premises thirty (30) calendar days after vacation of the Premises shall be deemed abandoned, at the option of COUNTY.

31. **SURRENDER OF PREMISES**: Upon expiration of the term or other termination of this Agreement, LEAGUE shall vacate and surrender possession of the Premises to COUNTY in good condition, except for ordinary wear and tear.

LEAGUE shall remove all of its personal property within thirty (30) days of termination of the Agreement. In addition, LEAGUE shall perform all restoration made necessary by the removal of any alterations or LEAGUE'S personal property within the time periods stated in this Section, and ensure that any potential safety hazards are remedied before returning the Premises to COUNTY.

COUNTY may elect to retain or have LEAGUE remove any alterations or improvements on the Premises. LEAGUE waives all claims against COUNTY for any damage to alterations or LEAGUE'S personal property. LEAGUE shall be liable to COUNTY for COUNTY'S costs for storing, removing, and disposing of any alterations or LEAGUE'S personal property.

32. **CERTIFICATION OF SIGNATORY**: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LEAGUE to its terms and conditions or to carry out duties contemplated herein.

33. **EXECUTION IN COUNTERPARTS**: This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

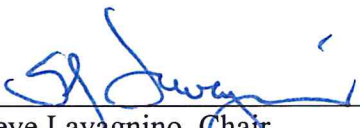
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Project: Orcutt Babe Ruth League at
Waller County Park
APN: 111-100-015 (portion)
Folio No.: 002302
Agent: AH

IN WITNESS WHEREOF, COUNTY and LEAGUE have signed this Use Agreement by the respective authorized officers as set forth below to be effective on the date executed by COUNTY.

“COUNTY:
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

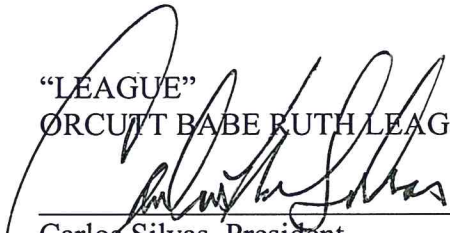
By: 
Steve Lavagnino, Chair
Board of Supervisors

By: 
Deputy Clerk

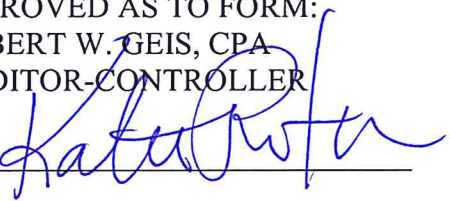
Date: 3-11-14

APPROVED:

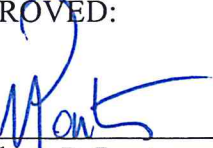
Paddy Langlands
Deputy Director of County Parks

“LEAGUE”
ORCUTT BABE RUTH LEAGUE, INC.

Carlos Silvas, President


Tracy Olivera, Treasurer

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER
By: 

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL
By: 
~~KEVIN E. READY, SR. DEP. COUNTY CLERK~~

APPROVED:

Matthew P. Pontes
Director of General Services


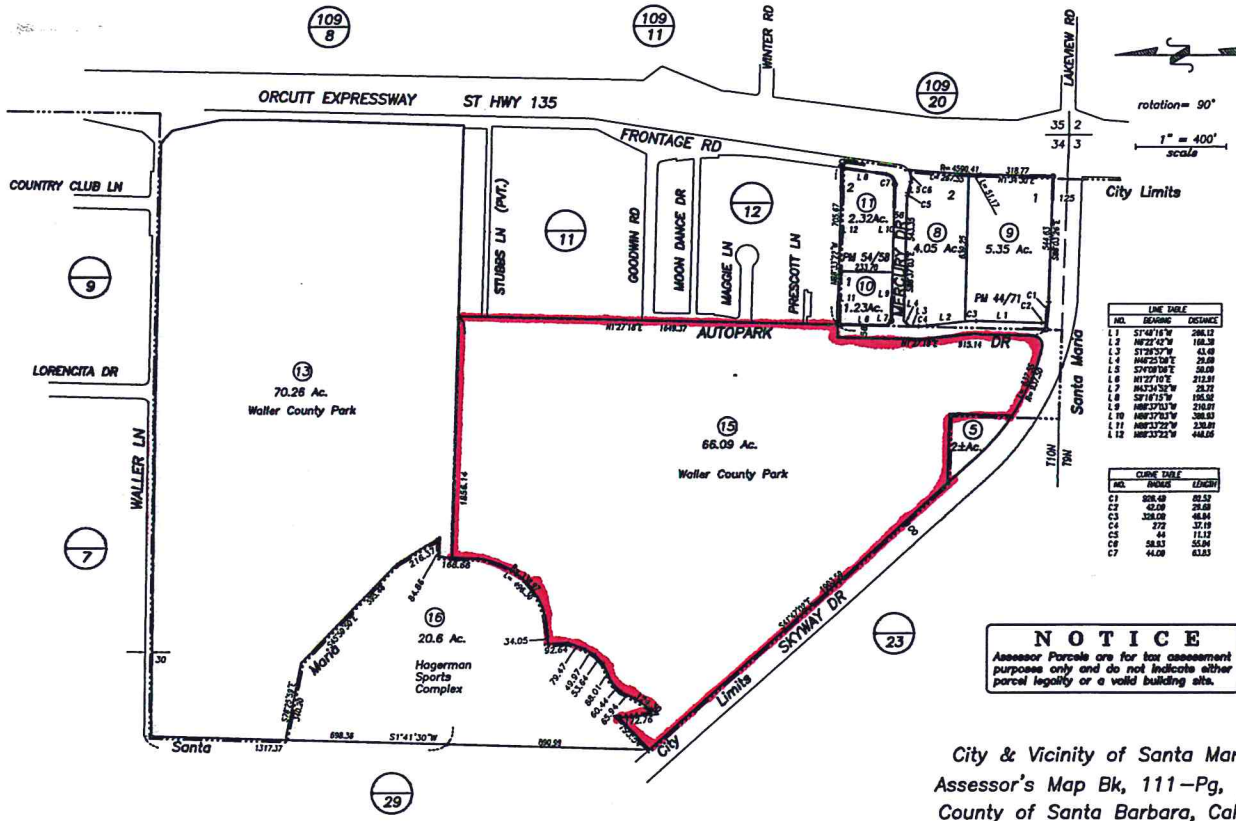
APPROVED:

Ray Aromatorio, ARM, AIC
Risk Program Administrator

EXHIBIT A

POR. E/2 SEC. 34 T10N R34W SBB&M

111-10



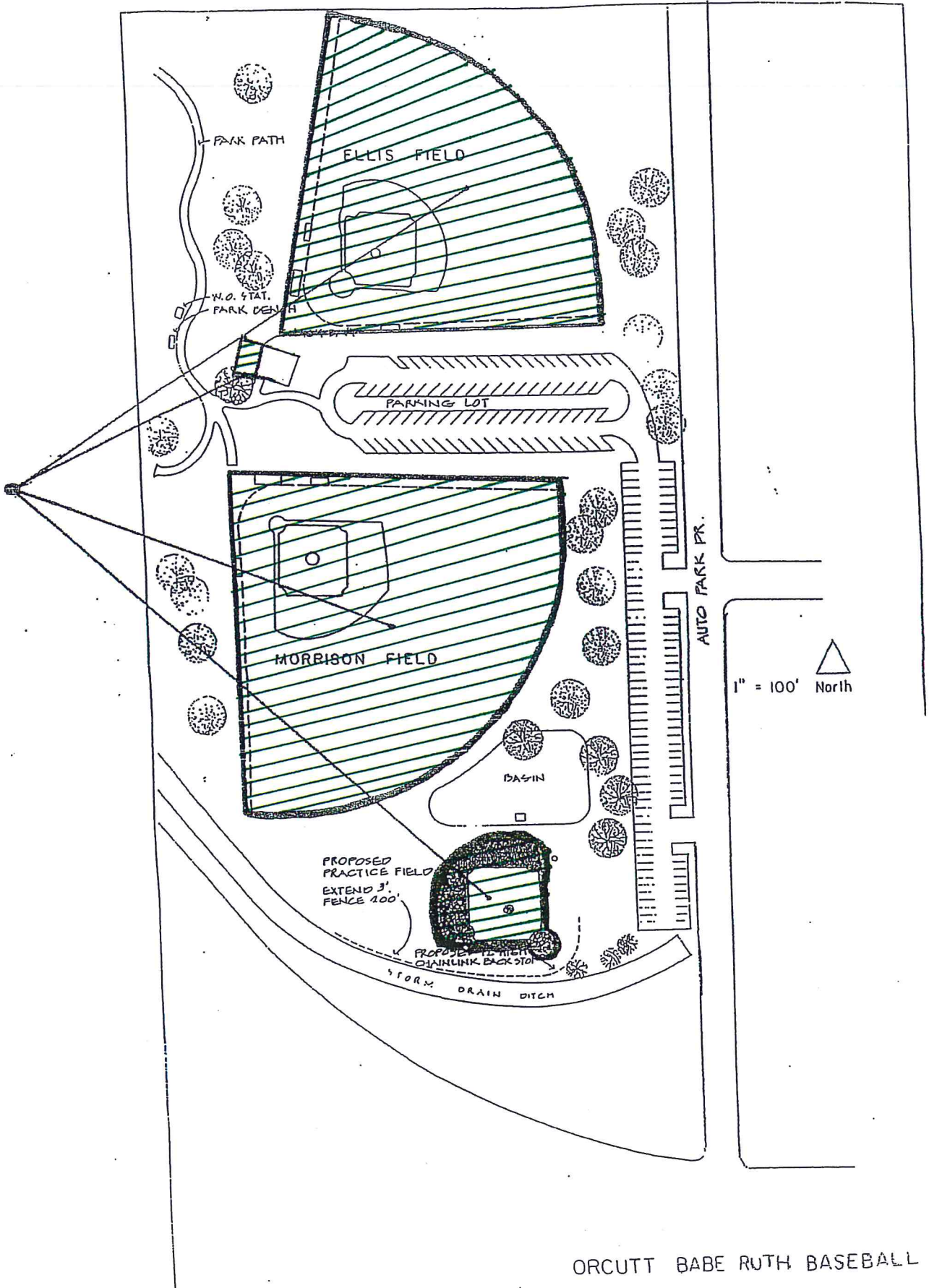
NOTICE
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

City & Vicinity of Santa Maria
Assessor's Map Bk, 111-Pg, 10
County of Santa Barbara, Calif.

LD/07 18 Into City of Santa Maria

EXHIBIT B

Used
Premises



ORCUTT BABE RUTH BASEBALL

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification – LEAGUE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. LEAGUE'S indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct. LEAGUE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision shall survive any expiration or termination of this Agreement.

2. Additional Insured – All policies, except for the Workers' Compensation, shall contain endorsements naming COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of ownership, maintenance, or use of that part of the premises used by the LEAGUE. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for COUNTY to the full extent provided by the policy.

3. Waiver of Subrogation Rights – LEAGUE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LEAGUE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LEAGUE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

4. Policies Primary and Non-Contributory – For any claims related to this Agreement, the LEAGUE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the LEAGUE, its officers, officials, employees, agents or volunteers shall be excess of the LEAGUE's insurance and shall not contribute with it.

5. Severability of Interests – LEAGUE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between LEAGUE and COUNTY or between COUNTY and any other insured or additional insured under the policy.

6. Proof of Coverage – LEAGUE shall furnish Certificates of Insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including Additional Insured Endorsements and Waiver of Subrogation Endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Other, Waiver of Our Right to Recover from Others), as required, prior to the commencement of performance of services

hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to COUNTY, and LEAGUE shall maintain such insurance from the time LEAGUE commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, LEAGUE shall furnish a copy of the Declaration page for all applicable policies and will provide complete copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurers – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by COUNTY will be promptly reimbursed by LEAGUE.

10. Insurance Review – Insurance requirements are subject to periodic review by COUNTY. The Risk Manager or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if the Division of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LEAGUE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

11. Insurance Specifications – LEAGUE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with LEAGUE'S operation and use of the Premises. The cost of such insurance shall be borne by LEAGUE.

Without in any way affecting the indemnity herein provided and in addition thereto, LEAGUE shall secure and maintain throughout the Agreement term the following minimum scope and limit of insurance.

Coverage shall be at least as broad as:

A. Workers' Compensation/Employers Liability – insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If LEAGUE has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

B. Commercial/General Liability – Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated.

C. Fire Legal Liability – LEAGUE shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy.

D. Automobile Liability – ISO Form Number CA 00 01 covering any auto (Code 1), or if LEAGUE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

If LEAGUE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

E. Personal Property – LEAGUE shall carry Personal Property Insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the premises.

F. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability. An Additional Insured Endorsement shall be provided on the Umbrella policy as it relates to the primary policies requiring an Additional Insured Endorsement.