



## CITY OF WASILLA

290 E. HERNING AVE.  
WASILLA, ALASKA 99687  
PHONE: (907) 373-9050  
FAX: (907) 373-0788

COUNCIL MEMORANDUM NO. 91-38

FROM: Deputy Administrator

DATE: June 6, 1991

RE: Bumpus Ballfield Lease

The Bumpus softball fields are ready for play to begin and the Softball Association has been playing on the Borough fields in Palmer.

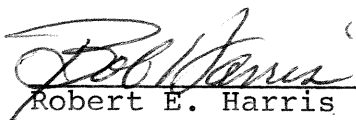
We (and apparently the Borough) have not been able to obtain the desired amount of insurance protection from the Mat-Su Softball Association.

The Council can decide the degree of insurance protection, if any, that they will require the Association to provide. The attached lease agreement contains the insurance provisions that are recommended by staff but cannot or, to date, have not been provided by the Softball Association. Also included for your information is a copy of a letter outlining the Borough's insurance requirements. The City has not addressed the issue of liquor liability but we have had the understanding that beer would be sold during games to pay for the activities.

The American Legion is in their second year of league baseball playing on City-owned property and we have no lease agreement or insurance coverage from them.

The City Attorney is prepared to brief Council on the insurance and liability issues involved.

Request that Council provide staff with guidance regarding the amount of insurance protection, if any, that will be required to be provided by the Softball Association and guidance on a lease agreement, if any.

  
\_\_\_\_\_  
Robert E. Harris  
Deputy Administrator

LEASE PERMITTING DESIGNATED USES

This lease is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Wasilla, a Municipal Corporation organized and existing under the laws of the State of Alaska, whose address is 290 E. Herning Avenue, Wasilla, Alaska 99687, herein referred to as Lessor, and \_\_\_\_\_, a Corporation organized and existing under the laws of the State of Alaska, having its principal office at \_\_\_\_\_, Alaska, \_\_\_\_\_, herein referred to as Lessee.

1. Lease of Property and Description of that Property. Lessor leases to Lessee and Lessee hires from Lessor, for the general purpose of conducting recreational sports events, and activities connected to and related therewith, and for no other purpose, that certain property, with the improvements appurtenant thereto, situated in the City of Wasilla, State of Alaska and more particularly described in Exhibit A, attached hereto and made a part of this agreement. As used herein, the term "premises" refers to the real property above described and to any improvements located thereon during the term of this lease.

2. Term and Option to Renew. The initial term of this lease shall be for one year, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. As used herein, the expression "term hereof" refers to such initial term and to any renewal thereof hereinafter provided.

Lessor grants to Lessee, subject to the conditions set forth below, the right and option to annually renew this lease, one year at a time, for a possible total period of \_\_\_\_\_ additional years, beginning on the day following the expiration of the one year term provided above, subject to and on all of the terms and conditions herein contained, except that there shall be no further option to renew this lease. This option must be exercised, if at all, by the giving to Lessor, on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, a written notice of the exercise thereof by the Lessee. If such notice is received by the Lessor on or before such date, the lease will be deemed to have been renewed for one additional year. However, Lessee shall in no event be entitled to renew the lease hereof, even though such notice be timely given, unless the Lessee has, at the time of such renewal notice, timely performed all of its obligations hereunder and is not in default in the performance of any of its obligations as of the time of the exercise of the renewal.

3. No Rent Required. No rent shall be paid by the Lessee during the term of this lease or any renewal thereof, as permitted herein. However, the other obligations and duties of the Lessee, as provided herein, constitute the consideration under which this lease is awarded to the Lessee.

4. Exclusivity of Lease Except for Reasonable Requests by Lessor to Use Property. Lessor covenants that the Lessor is the owner of the property and has the right to make this lease. Lessee shall have the right to peaceable possession of the lease premises during the term hereof. However, in the event of a request by Lessor for use of the property, Lessee agrees that Lessor shall be permitted by lessee to make use of the property for Lessor's activities or Lessor approved activities, so long as such activities do not conflict with planned activities of the Lessee on the lease premises.

5. Uses Permitted. Lessee shall not use, or permit the lease premises, or any part thereof, to be used for any purpose or purposes other than those purposes for which the leased premises are hereby leased. Lessee shall, at its sole cost, comply with all requirements pertaining to the leased premises of any insurance organization or company, necessary for the maintenance of insurance, covering any improvements or appurtenant facilities or the use thereof located upon the leased premises. Activities and uses permitted by the terms of this lease include any and all sport recreational activities and uses in connection with or related to such recreational sport activities.

6. Lessee to Comply With All Laws and Ordinances and Nuisance Activities Prohibited. During the term of this lease, Lessee shall comply with all applicable laws affecting the leased premises, including regulations and/or ordinances which may be applicable to the property or activities thereon. Lessor further agrees not to commit or suffer to be committed any waste upon the leased premises and Lessee further agrees not to commit or allow any nuisance use of the property.

7. Lessor's Right of Entry. Lessee shall permit Lessor, and the agents and employees of Lessor, to enter into and upon the leased premises at all reasonable times for the purposes of inspecting the same, or for the purposes of posting notices for the benefit of the general public.

8. Encumbrance of Lessee's Interest Not Allowed. The Lessee is not permitted and may not encumber by mortgage, deed of trust, assignment, or other instrument, its leasehold interest and estate in the leased premises whether as security for indebtedness of the Lessee or otherwise. The execution of any such encumbrance by the Lessee shall be held to be a material violation of the terms and conditions of this agreement and shall, by the fact of such an encumbrance, constitute an automatic termination of the Lessee's rights and interests in the real property and any improvements thereon.

9. Subletting and Assignment Prohibited. Lessee may not sublet the premises, whether in whole or in part, without the prior written permission and consent of the Lessor. Similarly, Lessee shall not assign or transfer this lease, or any interest therein, without the prior written consent of the Lessor. Any such assignment without such consent shall be void, and shall, at the option of the Lessor, automatically terminate this lease.

10. Notices. All notices, demands, or other writings related to this lease, may be sent, by either party, to the addresses noted in the introductory paragraph of this lease.

11. Taxes and Assignments. It is not anticipated that there will be assessment of taxes against the real property, as that property is owned by the Lessor, a Municipal Corporation. However, in the event that there are real property taxes assessed against the property or in the event that there are taxes assessed on the value of the improvements located upon such real property, all such tax charges during the course of the term held by the Lessee shall be paid for by the Lessee. In the event that the tax or assessment is for a period of time which is different than the term of the lease, the taxes, charges, or assessments shall be prorated for the period for the term of the lease and any renewals thereof. Lessee agrees to pay promptly any and all taxes, assessments, or such similar charges upon presentation of such to the Lessee, whether by notice from the Lessor, or otherwise.

12. Maintenance, Repairs, or Destruction of Existing Improvements. Lessee shall, throughout the term of this lease, at its own cost, and without any expense to the Lessor, keep and maintain the premises, including all improvements of every kind of the lease premises, and shall maintain all appurtenances thereto, in good, sanitary and neat order, condition and repair and shall be obligated to restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever

In the event that Lessee desires to destroy, remove, or demolish existing improvements located upon the premises, prior written permission shall be obtained from the Lessor to proceed with such destruction, removal, or demolition. Approval of such plans will not be unreasonably withheld by the Lessor, provided that the overall value and useability of the premises shall not be adversely affected by such proposed alteration, improvements, or changes contemplated through destruction, removal, or demolition of existing improvements.

13. Construction of New Improvements. Lessee shall submit proposals in the form of plans and specifications, for all improvements to be erected or constructed upon the lease premises. Such plans and specifications shall be submitted to Lessor for Lessor's written approval, as submitted, or with modifications by the Lessor. Lessor shall not unreasonably withhold approval for the construction of such improvements provided that the proposal does not adversely impact or affect either the value of the property or its useability.

If the plans and specifications as submitted are not approved by the Lessor within ninety (90) days after the same are first submitted to the Lessor, then the lessor and Lessee shall each select an arbitrator and the two arbitrators so selected shall select a third arbitrator and the three arbitrators so selected shall hear and determine the controversy and their decision shall be final and binding on both Lessor and Lessee, who shall bear the costs of such arbitration equally between them. However, prior to the commencement of any such work, whether by

approval of the Lessor or by arbitrator decision, Lessee may, at Lessor's option, be required to furnish Lessor with good and sufficient surety bonds guaranteeing the completion of the proposed improvements and the payment of all bills, costs, and wages related thereto.

14. Utilities. Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and all other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of any kind whatsoever related with the use, operation, and maintenance of the premises and all activities conducted thereon by the Lessee and Lessor shall have no responsibility of any kind for such utilities or costs.

15. Duty to Keep Premises Free of Liens. Lessee agrees and shall keep the premises and every part thereof and all improvements and appurtenant facilities located thereon free and clear of all mechanic's, materialmen's, wage, and other liens for or arising out of or in connection with any work or labor done, services performed or materials or appliances used or furnished for or in connection with any of the operations of the Lessee, or any alteration, improvement, repair, addition, or construction which Lessee may make or permit or cause to be made or any work or construction permitted by the Lessee on the premises.

16. Indemnification of Lessor. Lessor shall not be liable for any loss, injury, death, or damage (or claim related thereto) to persons or property which at any time may be suffered or sustained by lessee or sustained by any property or person who may at any time be using or occupying or visiting in, on, or about the leased premises. Lessee's liability and Lessor's non-liability under this paragraph includes such loss, injury, death or damage as shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises. Lessee shall indemnify Lessor against any and all claims, liability, loss or damage whatsoever on account of any and all such loss, injury, death, or damage. The responsibility assumed by the Lessee pursuant to the terms of this paragraph does hereby apply to fully indemnify and hold harmless the Lessor even if it is claimed or alleged that the claim, liability, loss, damage, injury, or death, was due in part to the actions or failures to act of the Lessor. The responsibility and liability of the Lessee pursuant to this paragraph shall not apply only if the loss, injury, death, or damage is ultimately established as arising by reason of the sole negligence or misconduct of the Lessor, its agents, or employees.

17. Attorney's Fees. If any action at law or in equity is brought to compel performance of the Lessee's obligations pursuant to this agreement or recover any amounts necessary to cure or correct deficiencies in the performance of the Lessee, the Lessee recognizes and agrees that Lessor shall be entitled to recover from the Lessee its full reasonable attorneys' fees and all costs related thereto.

18. Insurance. Lessee shall, at all times during the term of this lease and at Lessee's sole expense, maintain and keep insurance

coverage, as provided below, upon the premises and all improvements thereto.

(a) General Liability Insurance. Lessee shall maintain in effect throughout the term of this lease personal injury and property damage liability insurance covering the activities of the Lessee and further covering the premises that are the subject of this lease. The coverages and limitations on coverage shall be as stated in the two-page certificate of insurance issued 5-16-91, and attached hereto as Exhibit B. That certificate of insurance describes minimum coverages that are required by the terms of this lease.

(b) Worker's Compensation Coverage. Lessee shall purchase and maintain disability benefit and other similar employee benefit compensation in an amount equal to at least the mandatory minimum required for any and all employees of Lessee, if any, pursuant to Alaska's Worker's Compensation Act.

(c) In the event of renewal of this lease agreement, as provided by the terms of this lease, certificates of insurance showing coverage, as required pursuant to the terms of this agreement, shall be presented by the Lessee to the City of Wasilla at the time of noticing request to renew. The existence of appropriate insurance coverage shall be a pre-condition to initiation of a lease renewal. As set forth in the certificate of insurance appended hereto, any future certificates of insurance must also contain acknowledgments that the City of Wasilla will receive notification from the insurer in the event of an attempt to cancel the insurance or in the alternative event of expiration of the insurance coverage.

19. Default. If the Lessee is in default under any of the obligations or responsibilities of the Lessee pursuant to this agreement, Lessor may give to the lessee ten (10) days written notice of such default, and should Lessee fail to cure such default within an additional ten (10) days, the leasehold interest of the Lessee shall be deemed to have expired.

20. Rights of Lessor Cumulative. All remedies referred to above or in this agreement shall be deemed cumulative and not exclusive to other legal, equitable, or contractual remedies available to the Lessor.

21. Disposition of Improvements Upon Termination of Lease. On termination of this lease for any cause, whether by natural expiration or by notice from the Lessor, Lessor shall become the owner of any and all improvements and appurtenances to the leased premises. Termination of the lease, whether by cause, by natural expiration, or otherwise, shall be deemed to be a conveyance, by Lessee to Lessor, ownership title to any and all property, improvements, or appurtenances included with the lease premises.

The terms of this paragraph apply to any and all fixtures attached or affixed to the real property. However, personal property

items that have not been fixed to the real property may be relocated and removed by the Lessee upon termination of the lease. For purposes of this paragraph, any and all construction undertaken pursuant to Paragraph 13 of this agreement shall be conclusively deemed to be permanent improvements which shall be transferred to the ownership of the Lessor upon termination of the lease. However, in the discretion of the Lessor, personal property which is technically affixed to the real estate may be allowed to be removed by the Lessee upon prior written permission granted to the lessee by the Lessor.

22. Waiver. The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a continuing or future waiver of such term, covenant or condition.

23. Time of the Essence. Time is of the essence for this lease and each and every covenant, term, condition and provision hereof.

24. Section Captions. The captions appearing under the section number designations of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

25. Amendment Only in Writing. This agreement constitutes the full and complete agreement between the parties. Any amendment hereof must be in writing, executed by both parties to this agreement in order for such amendment to be effective. There are no oral agreements between the parties to this lease agreement that are not expressed, in writing, in the course of this lease agreement. Any and all verbal discussions occurring prior to the execution of this lease have been reduced to the agreements set forth in this document. The Lessee Association has had a full opportunity to consult with legal counsel of its choice prior to the execution of this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

LESSEE:

CITY OF WASILLA

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

By: John C. Stein  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Erling P. Nelson, CMC  
City Clerk

(Seal)

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY THAT before me, the undersigned Notary Public in and for Alaska, personally appeared \_\_\_\_\_, known to me to be the person named in and who executed the foregoing document, and \_\_\_\_\_ acknowledged to me that \_\_\_\_\_ did so as a free and voluntary act for the uses and purposes set forth therein, and further acknowledged to me that \_\_\_\_\_ is authorized in \_\_\_\_\_ capacity as \_\_\_\_\_ of the Mat-Su Softball Association, to sign on behalf of the Association.

DATED this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_



# ACORD CERTIFICATE OF INSURANCE

F0100

ISSUE DATE (MM/DD/YY)

05/16/91

**PRODUCER:**  
**BOLLINGER**  
 9 BLOOMFIELD AVENUE  
 MONTCLAIR NJ 07042  
 TELEPHONE: 1-800-526-1379  
 NJ: 1-800-772-2252

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

### COMPANIES AFFORDING COVERAGE

|                         |  |
|-------------------------|--|
| COMPANY LETTER <b>A</b> | INSURANCE CO. OF NORTH AMERICA (CIGNA) |
| COMPANY LETTER <b>B</b> |  |
| COMPANY LETTER <b>C</b> |  |
| COMPANY LETTER <b>D</b> |  |
| COMPANY LETTER <b>E</b> |  |

CODE 429492 SUB-CODE

**INSURED** AMATEUR SOFTBALL ASSOCIATION OF AMERICA  
 2801 NORTHEAST 50th STREET  
 OKLAHOMA CITY OK 73111

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR   | TYPE OF INSURANCE   | POLICY NUMBER                      | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | ALL LIMITS IN THOUSANDS           |                |
|----------|---|------------------------------------|----------------------------------|-----------------------------------|-----------------------------------|----------------|
|          |   |                                    |                                  |                                   |                                   |                |
| <b>A</b> | <b>GENERAL LIABILITY</b>  | G 11599965                         | 1/01/91                          | 1/01/92                           | GENERAL AGGREGATE                 | \$5,000,000    |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                | <b>CERTIFICATE NUMBER</b><br>82985 |                                  |                                   | PRODUCTS-COMP/OPS AGGREGATE       | \$5,000,000    |
|          | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. |                                    |                                  |                                   | PERSONAL & ADVERTISING INJURY     | \$2,000,000    |
|          | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.                           |                                    |                                  |                                   | EACH OCCURRENCE                   | \$2,000,000    |
|          |   |                                    |                                  |                                   | FIRE DAMAGE (Any one fire)        | \$50,000       |
|          |   |                                    |                                  |                                   | MEDICAL EXPENSES (Any one person) | \$ NOT COVERED |

COVERAGE FOR ADDITIONAL INSURED IS EFFECTIVE 05/16/91



**IMPORTANT:** COVERAGE IS APPLICABLE TO FIELD OWNERS ONLY. THIS CERTIFICATE IS EVIDENCE OF COVERAGE FOR FIELD OWNERS AND CANNOT BE USED AS EVIDENCE OF COVERAGE FOR TEAMS OR LEAGUES. TEAMS AND LEAGUES MUST PURCHASE A.S.A. TEAM INSURANCE SEPARATELY. FOR INFORMATION CALL 1-800-526-1379.

COVERAGE SHALL APPLY TO THE CERTIFICATE HOLDER AS AN ADDITIONAL INSURED. COVERAGE ONLY APPLIES DURING PRACTICE AND PLAY OF SOFTBALL INVOLVING CURRENTLY REGISTERED TEAMS OF THE AMATEUR SOFTBALL ASSOCIATION OF AMERICA. COVERAGE DOES NOT APPLY TO THE LIABILITY OF ANY INDIVIDUAL TEAM OR LEAGUE. (SEE ENDORSEMENT ATTACHED).

### CERTIFICATE HOLDER

**CITY OF WASILLA**  
 C/O BUMPUS BALL FLDS  
 290 HERNING AVE  
 WASILLA AK 99687

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

ENDORSEMENT AND SAFETY STANDARD CHECKLIST ATTACHED

## ADDITIONAL INSURED – FIELD OWNER FOR AMATEUR SOFTBALL ASSOCIATION ACTIVITIES

|  |                                    |   |  |
|--|------------------------------------|---|--|
| Named Insured<br><b>AMATEUR SOFTBALL ASSOCIATION OF AMERICA</b>                            |                                    |   | Endorsement Number<br><b>82985</b>               |
| Policy Symbol<br><b>F0100</b>  | Policy Number<br><b>G 11599965</b> | Policy Period<br><b>01/01/91 - 01/01/92</b> | Effective Date of Endorsement<br><b>05/16/91</b> |
| Issued By (Name of Insurance Company)<br><b>INSURANCE COMPANY OF NORTH AMERICA (CIGNA)</b> |                                    |   |  |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

|                            |                |
|----------------------------|----------------|
| <u>NAME OF FIELD OWNER</u> | <u>PREMIUM</u> |
| CITY OF WASILLA            | INCLUDED       |

A. IN WHO IS AN INSURED (Section II, paragraph 6, below is added after paragraph 5:

6. The field owner shown in the Schedule, but only with respect to liability arising out of Amateur Softball Association sponsored games and practices under the rules of the Amateur Softball Association.

B. DRUG AND ALCOHOL EXCLUSION

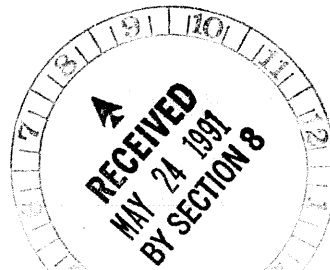
It is understood and agreed that any insurance provided by this endorsement does not apply to any claim or suit seeking damages for "bodily injury" or "property damage" arising out of or allegedly arising out of, or in anyway relating to any incident which is claimed to be caused, in whole or in part, by either:

- (1) the furnishing, serving, or selling of an alcoholic beverage to; or
- (2) the intoxication of;

any person, including any person who is participating or attending or who has at any time participated in or attended any activity sanctioned, sponsored, condoned, licensed, promoted, organized, or operated by any insured.

"Intoxication" means any impairment of mental or physical capability or faculties, including, but not limited to, impairment of perception, understanding, judgment, coordination, acuity or sight, smell, taste, hearing, or touch, alertness, reaction time, or inhibitions against anti-social behavior, caused or claimed to be caused by any beverage, drug, or narcotic substance.

**Please Note,** The following is for information purposes only and does not change the terms of the policy.



# **Important Notice to ASA Affiliate Members**

## **Softball Field Owners**

**As an Affiliate Member of the Amateur Softball Association of America, liability insurance coverage is extended to you while ASA registered teams are playing softball on your fields. The ASA grants this extension of coverage in good faith based on the assumption that your softball fields are in safe playing condition.**

**To assist you in determining the playability and safety of your fields, we have attached a safety checklist for field owners. The checklist is divided into two sections, 1) General Maintenance and Condition of the Field, and 2) Pre-Game Inspection.**

**We owe the players, umpires and spectators of ASA softball a safe environment, free of hazardous or dangerous conditions. Please be sure your fields always comply with the minimum safety standards outlined on the checklist. It is recommended you review these checklists with both team representatives and umpires.**

**By complying with the minimum safety standards set forth in these checklists, many accidents and injuries can be avoided. However, it will not eliminate all injuries from the game of softball. That's why it's important for the field owner to require that all teams carry both accident and liability insurance to provide protection for the accidents and injuries that are not avoidable.**

**AMATEUR SOFTBALL ASSOCIATION  
OF AMERICA**

## **GENERAL MAINTENANCE AND CONDITION OF THE FIELD MINIMUM SAFETY STANDARDS**

1. The dimensions of the field should conform with the specifications in the Official ASA Guide & Playing Rules set forth by the Amateur Softball Association of America.
2. The entire playing area should be free of any holes, depressions, raised sprinkler heads and other hazards.
3. Clear infield of stones, pieces of glass, foreign objects and debris.
4. Position backstop to be sure it is the proper distance from home plate. Ensure that screening is secure with no sharp protruding edges.
5. Be sure all fences are in good repair and free of protruding hazards or sharp edges.
6. Inspect stands/bleachers for structural soundness and safety.
7. Be sure warning tracks are properly situated and meet ASA recommendations.
8. Make sure the spectator areas are a safe distance from the field of play and are properly screened. Pay special attention to screening for spectator areas behind first base and third base, to protect against foul balls and overthrows.
9. Light stanchions, fence posts and trees that are near the field of play should be properly cushioned or protected and always be declared as "out of play" areas. All "out of play" areas should, ideally, be cushioned or fenced off or, at the minimum, marked by paint or chalk lines.
10. Dugout areas should be properly positioned, fenced and set back from the field of play.
11. Pay careful attention to the installation and maintenance of home plate and the pitcher's rubber. Be careful of protruding edges or corners that are raised above ground level. Break away bases have been proven safer in minimizing sliding injuries and should be considered for your field.
12. If the field is used for other sports, inspect for fixtures or equipment that may have been left, such as little league base pegs.
13. Require that officiating be done exclusively by properly trained umpires who are currently registered with ASA.

## **PRE-GAME INSPECTION MINIMUM SAFETY STANDARDS**

1. A physical inspection of the field should be made prior to every game by an ASA registered umpire or a representative of the field owner with the authority to cancel play if the field does not meet minimum safety standards.
2. If the weather has had an effect on the condition of the field, the playability of the field should be determined with safety of participants as the number one consideration. Under no conditions play when there is lightning in the area.
3. Check bases to be sure they are correctly installed and operating properly. The ground around the bases should be flat and safe, with no protruding pegs or spikes that are used to anchor bases in place.
4. Check the home plate area. This should be a flat surface with no raised or protruding edges. The batter's box should not have or develop deep holes.
5. The pitcher's rubber and surrounding area should be kept in good repair. Pay special attention to depressions and holes that may be dug by the repetition of pitchers' deliveries. These holes may pose a hazard to pitchers or infielders and may also cause batted balls to take errant hops.
6. "Out of play" areas should be clearly defined and thoroughly understood by all members of both teams. This should be communicated by the umpire through the managers.
7. Make sure the on deck circle is a safe distance from the dugout and home plate.
8. Check the infield and basepaths for stones, small holes, and debris that can cause bad bounces or poor footing.
9. Measures should be taken to prevent spectators and children from wandering onto the field or into the dugout or warmup areas.
10. Require that proper safety equipment, e.g., batting helmets, warm-up bats, catcher's protective gear, as prescribed by the Official ASA Guide & Playing Rules, is used.
11. In rainy or misty weather, the tops of bases, home plate and the pitcher's rubber can become very slippery. Proper precautions should be taken to dry these surfaces and to warn players.
12. A procedure should be established to allow for the umpire to communicate suggestions for maintenance improvements to the field owner.

Name of Field Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Number of Softball Fields Owned by You \_\_\_\_\_

Your ASA Commissioner \_\_\_\_\_

Your Title \_\_\_\_\_ Phone \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

UPON RECEIPT OF YOUR \$100 AFFILIATION FEE, YOU WILL BE SENT EVIDENCE OF INSURANCE. THIS WILL PROVIDE \$2,000,000 OF LIABILITY INSURANCE PROTECTION FOR ALL SOFTBALL ACTIVITIES OF ASA REGISTERED TEAMS AND UMPIRES. YOU WILL ALSO RECEIVE THE OTHER PUBLICATIONS AND SERVICES LISTED ON THE BACK OF THIS BROCHURE.

**Important Note:** Coverage under this program extends to the Field Owner only. No coverage is provided for Teams or Leagues.

**CIGNA'S COMPREHENSIVE PACKAGE PLAN CAN COVER SOFTBALL TEAMS USING YOUR FIELDS**

In addition to the \$2,000,000 liability insurance available to field owners, The CIGNA Companies can also cover teams using your fields for both liability and medical expense insurance. For more information on this important coverage, call 1-800-526-1379, toll free or check the box below.

Please send team insurance brochure and application form to me.

Mail this form and your \$100 check to:

**ASA INSURANCE PLANS**  
 c/o C.W. BOLLINGER CO.  
 499 BLOOMFIELD AVE.  
 MONTCLAIR, N.J. 07042

Please make all checks payable to: "BOLLINGER"

**LIABILITY INSURANCE PROBLEMS CONTINUE TO IMPACT RECREATION PROGRAMS ACROSS AMERICA!**

insurance companies.

**ASA CAN HELP!** By becoming an affiliated member of ASA and by registering all your teams with ASA, you can transfer the insurance risk of your amateur softball program to ASA. This brochure explains how the CIGNA Companies can extend ASA's insurance coverage to field owners.

**SOFTBALL INSURANCE HOTLINE**  
**1-800-526-1379**  
 (in N.J. 1-800-772-2252)

The high cost and unavailability of liability insurance have become major problems for sports and recreation directors. In fact, many municipalities and recreation departments have had to curtail or eliminate sports activities because of the difficulties involved in obtaining liability insurance. Some cities and towns have even resorted to self-insuring their sports programs.

Some insurance companies are continuing to charge high rates for sports liability insurance, and there's no end in sight. In addition some companies use the claims-made form of coverage, they exclude lawsuits brought by injured participants, and they offer high deductibles and low limits of coverage. To make matters worse, liability insurance for sports activities is often underwritten by small excess and surplus lines

**ASA'S POLICY PROTECTS SOFTBALL FIELD OWNERS WITH \$2,000,000 OF LIABILITY INSURANCE**

As a softball field owner, you can be covered as an Additional Insured under ASA's \$2,000,000 liability insurance policy covering activities sponsored by the Amateur Softball Association of America. ASA is the largest sports organization in America and their comprehensive insurance program has been designed to let you promote and expand your softball activities, even in the face of today's insurance climate.

This plan will protect field owners for up to \$2,000,000 for bodily injury and property damage liability arising out of ownership of softball fields. Coverage is provided on an occurrence basis, not a claims-made basis. Also, the liability insurance protection is provided on a primary basis, (subject to the "Other Insurance" clause in the policy), not on an excess basis, and coverage is provided for lawsuits brought by injured participants. The policy has a \$5,000,000 aggregate for products/completed operations losses and a \$5,000,000 aggregate for other losses. See your endorsement for additional information.

**Exclusions under the Liability Insurance Policy.** In addition to the usual exclusions in the standard commercial general liability policy, there is no coverage for furnishing, serving or selling any alcoholic beverages.

**ONLY TWO REQUIREMENTS:**

- To obtain this insurance protection, you must take two steps:
- 1) Become an affiliated member of ASA. The affiliation fee is \$100 per year, and
  - 2) Make sure that all teams using your fields are registered with ASA for the 1991 season.

You will then be covered automatically under ASA's \$2,000,000

liability policy for all softball events involving teams registered with ASA. This includes practices, exhibitions, games and tournaments.

The kinds of softball field owners that can be covered under this plan include:

- Municipalities
- Counties
- Park and Recreation Departments
- Schools, Colleges and Boards of Education
- Private Softball Complexes

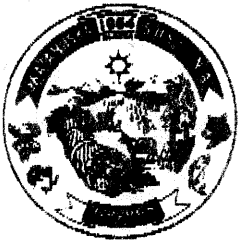
To put this coverage into effect, simply complete the attached application form and mail it with a check for \$100. You will receive a Certificate of Insurance as evidence of your coverage. Registration of softball teams and leagues with ASA can be accomplished through the ASA Commissioner in your area. Call us toll free for information on this.

**Insist on ASA Umpires!**

All umpires registered with the ASA are automatically covered for liability insurance as well as \$100,000 of medical expense protection. Field owners who insist on using ASA umpires have peace of mind, knowing that adequate insurance is automatically in effect.

**Insist on ASA Team Insurance!**

Prudent field owners will require that all teams using their facilities be covered by both accident and liability coverage. ASA's Team Insurance Plan provides \$250,000 of accident coverage and \$2,000,000 of liability coverage. For more information on the ASA Team Insurance Plan call toll free 1-800-526-1379 (in N.J. call 1-800-772-2252).



MSB COMMUNITY SERVICES

# Matanuska-Susitna Borough

350 EAST DAHLIA AVE, PALMER, ALASKA 99645-6488 • PHONE 745-4801  
DEPARTMENT OF FINANCE

May 2, 1991

Mat-Su Softball Association  
Attn: Genie Borgford, President  
P O Box 875550  
Wasilla, AK 99687

Dear Ms. Borgford:

On September 4, 1990 the Assembly of the Matanuska-Susitna Borough adopted Ordinance Serial No. 90-087 AM (copy attached) amending the Matanuska-Susitna Borough code for the management or joint use of borough lands and facilities. The management agreement must be approved by the Assembly by ordinance, which requires a public hearing.

The entity entering into the agreement must not have any outstanding obligations to the borough and must be financially capable of performing the terms of the management agreement.

Among other requirements and as part of the management agreement, the entity must indemnify, save, defend, and hold the borough harmless and provide the following minimum insurance which must cover all duties, activities and responsibilities of the entity contemplated under the agreement.

1. Comprehensive General Liability  
Limit: \$300,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Coverage to include: Premises Operations  
Products/Completed Operations  
Independent Contractors  
Blanket Contractual  
Broad Form Property Damage  
Personal Injury with Exclusion "C" Deleted  
Liquor Legal

2. Comprehensive Automobile Liability  
Limit: \$100,000 combined single limit per accident for bodily injury and property damage.

Coverage to include: Scheduled Vehicles  
Hired Vehicles  
Non-owned Vehicles

3. Workers' Compensation and Employers' Liability  
Workers' Compensation limits as required by the Labor Code of the State of Alaska and, the insurer shall agree to waive all rights of subrogation. Each subcontractor shall provide waiver of subrogation on behalf of the Borough.

Employers' Liability limits shall be: \$100,000 Each accident  
\$500,000 Disease-policy  
limit  
\$100,000 Disease-each  
employee

THE INSURANCE COVERAGE MUST BE EVIDENCED BY A CERTIFICATE OF INSURANCE ISSUED BY THE INSURANCE CARRIER TO THE BOROUGH naming the Borough as additional insured, except for Workers' Compensation and Employers' Liability insurance. The entity's application for insurance should include all duties, activities and responsibilities under the agreement and not for example, only disclosing a single activity such as scheduling or playing softball games.

The "liquor legal" coverage under the comprehensive general liability is not required IF the entity (including the entity's agents, permittees, employees, volunteers, contractors, etc.) does not manufacture, distribute, sell, serve or furnish alcoholic beverages on the premises (borough property and/or facility). In such case, the management agreement will contain such alcohol prohibition. However, the liquor legal liability clause will remain in the agreement.

The comprehensive automobile liability is required IF any entity vehicle (including those of others) comes onto the borough property and/or is used in conjunction with the managing of the borough property and/or facility.

The worker's compensation and employers' liability must be provided IF it would be required under the labor code of Alaska for any and all employees of the entity. The term employee is defined in the state labor law.

It has be determined that your ASA liability insurance coverage covers your organization only for your ASA softball games and practices but not other activities such as scheduling and managing the Sherrod Softball complex. We do not intend to limit the use of the fields to only registered ASA members. If you can provide an insurance certificate from the ASA insurance carrier covering your scheduling (including scheduling other than ASA members) and management responsibilities, it may satisfy the comprehensive General Liability insurance requirement.

Please review the attached ordinance carefully along with this letter BEFORE you submit your written request for a management agreement.

Sincerely,

  
Gerald A. Fineau  
Community Services Manager

copy: Donald L. Moore, Borough Manager  
R. Desmond Mayo, Finance Director  
Peter Rutledge, Land Management Officer  
Charles F. Kaucic, Parks & Outdoor Recreation Manager