

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda California

January 26, 1999

Resolution No. 99-3318

**LICENSE AGREEMENT TO GRANT USE OF WOOD SCHOOL
BASEBALL FIELDS TO THE ALAMEDA LITTLE LEAGUE**

WHEREAS, the California Civic Center Act (Education Code Section 38130) authorizes the governing board of a California school district to grant the use of school facilities or grounds as a civic center upon the terms and conditions the board deems proper, subject to the limitations of the Act, for supervised recreational activities, including but not limited to, sports league activities that are arranged for and supervised by entities, and in which youths may participate regardless of religious belief or denominations, and

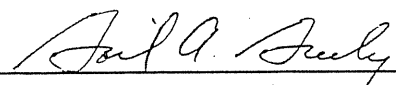
WHEREAS, the terms and conditions of the board are specifically outlined in the License Agreement for Wood School baseball fields between the Alameda Unified School District and the Alameda Little League, and

WHEREAS, the Alameda Little League will be composed of Alameda Unified School District students.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education approve the License Agreement to grant the use of property at Wood School, known as Wood School baseball fields to the Alameda Little League. — *for 5 years 1-15-99 forward*

PASSED AND ADOPTED by the following called vote this 26th day of January, 1999.

AYES: Members: Bingham, Elefant, Guenther, Greely
NOES: Members: None
ABSENT: Members: Spencer



Gail Greely, President
Board of Education
Alameda Unified School District
Alameda County, State of California

EXHIBIT 5-H
1-26-99

LICENSE AGREEMENT WOOD SCHOOL BASEBALL FIELDS

THIS LICENSE AGREEMENT is made and entered into as of the _____ day of _____ 1999 by and between the Alameda Unified School District, a public corporation, hereinafter referred to as "Licensor" and the Alameda Little League, a non-profit corporation, hereinafter referred to as "Licensee".

RECITALS

Licensor is the owner of certain real property located at Wood School, 420 Grand Avenue, Alameda, California and known as the Wood School Baseball Fields (hereafter "the Fields").

Licensee is a private non-profit corporation, whose purpose is to provide for children of ages five through twelve, opportunities to play baseball in a safe, supervised and supportive environment on safely and properly maintained athletic fields.

The California Civic Center Act (Education Code Sect. 38130) authorizes the governing board of a California school district to grant the use of school facilities or grounds, as a civic center, upon the terms and conditions the board deems proper, subject to the limitations of the Act, for supervised recreational activities, including but not limited to sports league activities that are arranged for and supervised by entities, and in which youths may participate regardless of religious belief or denomination.

Licensor wishes to allow Licensee the non-exclusive use of the Fields and Licensee wishes to use the Fields, pursuant to the following terms and conditions.

AGREEMENT

1. In consideration of the mutual covenants and agreements herein contained, the Licensor does hereby license to the Licensee and the Licensee does hereby license from the Licensor the following described property:

The two baseball fields located at the Wood School, 420 Grand Avenue, Alameda, California, more particularly described in the site diagram which is attached to this License Agreement as Exhibit A and which, by this reference is made fully a part of the Agreement.

2. The term of this license is for a period of five years commencing on the fifteenth day of January 1999. Upon the terms and conditions set forth in this License Agreement the term of the Agreement may be extended for at least two additional five-year terms.

3. The parties hereby expressly acknowledge that the maintenance of the Fields by the Licensee will confer considerable benefits on both parties to this License Agreement. The Licensee agrees to maintain the property described in Exhibit A, to a standard equal or superior to that prescribed by National Little League and other junior baseball associations for competitive youth baseball.

Licensors agree to condition the use of the Fields by any licensee other than Alameda Little League on the Fields' return to Licensors in the same condition in which they have been customarily maintained by Alameda Little League.

4. Licensee shall use the licensed premises during the term hereof exclusively for the conduct of baseball games by children under the age of 13 and for activities reasonably related thereto.

5. Licensee shall pay for all water, gas, heat, light, power, telephone services, garbage and recycling service, and all other service metered to the licensed premises. Licensors further reserve the right to install separate meters for any public utility servicing the licensed premises for which a meter is not presently installed, in which event Licensee shall make payments when due directly to the public utility involved. When separate metering systems are not employed, the Licensors will charge a prorated share of the utilities cost based on the best estimate available. If the Licensee disagrees with the prorated estimate of utilities cost, the Licensee will be granted permission to install, at Licensee's expense, separate meters and thereafter pay only the metered rate.

6. Licensee shall have the right to install upon the licensed premises, at its sole expense and for its sole use, a cinder block construction snack bar/rest room facility resting upon a concrete pad no larger than 40' X 40' subject to the following conditions:

(a) The installation shall be in conformity with plans drawn by an architect licensed in the state of California and submitted to the District no later than 15 calendar days after the effective execution date of this License Agreement. Timely submission of such plans shall be a material condition subsequent to the execution of this License Agreement and construction of the snack bar/rest room facility is expressly conditioned upon Licensors' approval, which approval shall not unreasonably be withheld. Once received and approved by Licensors, such plans shall be attached to this License Agreement as Exhibit B, and by this reference shall become fully a part of the Agreement.

(b) The installation shall be at Licensee's sole expense and for its sole use. Licensee shall secure all permits and approvals necessary to perform the installation. The installation of the snack bar/rest room shall be completed no later than one year from the effective date of this License Agreement.

(c) Licensee shall be entirely responsible for the maintenance, operation and

security of the snack/bar rest room.

At the termination of this License Agreement (whether of the initial five year term or, should the term be extended, of the last executed extension term) at the Licensor's sole option, the said snack bar/rest room facility shall become the property of the Licensor or shall be completely removed (including the concrete pad on which it rests) and that portion of the Fields shall be restored to its condition as of the effective execution date of this License Agreement, all at the sole expense of the Licensee.

Licensee shall not make alterations, additions or improvements on the premises, other than those specified in this License Agreement or Exhibit B, without first obtaining the written permission of the Superintendent of Schools. An appeal may be made to the Board of Education if the Licensee believes that a denial by the Superintendent is unreasonable.

7. Licensee shall not commit waste on the premises demised herein, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon or use such premises for an unlawful purpose.

8. Licensee agrees to indemnify and hold harmless the Alameda Unified School District, its Board of Education, officers, agents, employees and assigns, from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit arising from or in any manner connected to this License Agreement and/or in any manner connected to Licensee's use of the license premises and/or conduct of recreational and related activities. The provisions of this Section 8 shall survive termination of this License Agreement.

9.

(a) Licensee shall, at its own cost and expense, secure within ten days after the effective execution date of this License Agreement and maintain during the entire term of this License Agreement and any and all extensions thereto, a Commercial General Liability Policy in the amounts of not less than One Million Dollars (\$1,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) in the Aggregate. Said policy shall name the Alameda Unified School District as an additional insured, shall be in form and substance acceptable to the District in its sole discretion, and shall at the very least, cover personal injury, property damage, premise operations, blanket contractual, independent contractors, and products/completed operations.

10. In the event all or any portion of said licensed premises, including improvements made thereto, shall be torn down or damaged by fire, or other casualty not occasioned by the act or default of Licensee, Licensee at its option, shall remove the damaged portion or replace it in the condition set forth at Section 3 of this License

Agreement. In such case, Licensee shall first notify Licensor in writing within thirty calendar days of the occurrence of the damage which option it elects. If it elects to remove the damaged portion it shall do so within thirty days after giving such notice. If it elects to replace the damaged portion it shall do so within one hundred eighty days after giving such notice. If it fails to provide such notice or to duly remove or replace the damaged portion as required by this Section 9, the License shall terminate.

Licensee and Licensor each hereby waive any and all rights of recovery each may have against the other, or against the officers, employees, agents, representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Licensee and Licensor shall, upon the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this license.

11. Licensee shall return the licensed premises to the Licensor at the termination of this License in as good a condition they were on the first day of full and complete use by Licensee of the licensed premises for the purposes set forth in Section 5.

12. Licensee shall not sell or assign this license or any part thereof or any interest therein, in whole or in part without first obtaining the written consent of the Licensor. This license shall not be assigned by operation of law. Any attempt to sell, assign or sublicense without first obtaining the written consent of the Licensor shall be deemed a default by the Licensee, entitled the Licensor to reenter the premises as herein provided.

13. Licensee shall be solely responsible for the security of the licensed premises and the contents thereof, including the snack bar/rest rooms and/or any additional equipment storage facilities. Licensee shall provide locks and keys for the licensed premises.

14. Licensor recognizes and agrees that its use of the remainder of its adjacent property will be compatible with other uses to which the Licensee may put the premises.

15. All notices to be given under this License Agreement shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, to the party to be notified.

16. This License Agreement shall be interpreted and enforced under the laws of the State of California, excepting any choice of law rules which may direct the application of laws of another jurisdiction. The License Agreement and obligations of the parties are subject to all valid laws, orders, rules and regulations of the authorities having jurisdiction over this License Agreement (or the successors of those authorities). Any suits brought pursuant to this License Agreement shall be filed with the Courts of the

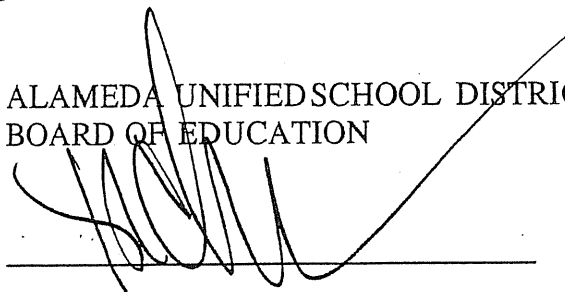
County of Alameda, the State of California.

17. If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this License Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

ALAMEDA LITTLE LEAGUE



ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION



Approved as to Form:

