

## **USAGE AGREEMENT**

Between Crete Public Schools and the City of Crete

Regarding the Use of Parcels within Little League Park

This Usage Agreement (“Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2025, by and between Crete Public Schools, a political subdivision of the State of Nebraska (“CPS”), and the City of Crete, a municipal corporation organized under the laws of the State of Nebraska (“City”).

### **1. Property Description**

CPS is the legal owner of the following parcels located within the boundaries of the City of Crete’s Little League Park:

- Parcel No. 760010501
- Parcel No. 760010455
- Parcel No. 760011338
- Parcel No. 760011435

Collectively referred to as the “Property.”

### **2. Purpose**

The City shall be permitted to use the Property for community recreational and athletic activities, including but not limited to City-sponsored Little League events and programs, under the terms and conditions established by CPS.

### **3. Liability and Indemnification**

The City assumes full liability and responsibility for any and all activities conducted by the City, or its designees, on the Property.

The City shall release, defend, indemnify, and hold harmless Crete Public Schools, its Board, officers, employees, and agents from any and all claims, demands, actions, liabilities, damages, or expenses (including attorney’s fees) arising out of or related to use of the Property by the City or any third party participating in City-sponsored activities or while the Property is under the control or supervision of the City. City shall name CPS as an additional insured on its general insurance policies. This Paragraph shall survive the termination of this Agreement.

CPS shall have no responsibility or liability for injuries, damages, or claims arising from any activity conducted on the Property.

### **4. Calendar of Events**

The City shall provide to CPS a calendar of scheduled activities and events to be held on the Property at least 30 days prior to the beginning of each activity season. Any subsequent changes or additions to the calendar shall be submitted to CPS in writing with reasonable advance notice.

**5. Fees**

At this time, in exchange for benefits provided to CPS by the City, CPS will not charge a fee to the City for the use of the Property. CPS reserves the right to revisit and revise this provision upon mutual agreement in the future.

**6. Maintenance**

The City shall be solely responsible for the regular and ongoing maintenance, repair, and upkeep of the Property, including but not limited to mowing, trash removal, surface repairs, signage, snow removal, and any other maintenance necessary to ensure the safety and usability of the park. The City’s maintenance staff is solely responsible for ensuring the safety and usability of the park.

**7. Term and Termination**

This Agreement shall remain in effect unless and until terminated by either party with 60 days’ written notice. Any termination shall not relieve the City of its obligations for any damages or liabilities arising during the period of use.

**8. General Provisions**

This Agreement represents the entire understanding between the parties and supersedes all prior discussions or agreements regarding the use of the Property.

Any amendments to this Agreement must be made in writing and signed by authorized representatives of both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CRETE PUBLIC SCHOOLS

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

Dr. Joshua McDowell, Superintendent

Date: \_\_\_\_\_

CITY OF CRETE

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

[Name, Title]

Date: \_\_\_\_\_