



FACILITY USE AND LEASE AGREEMENT

This Facility Use and Lease Agreement ("Agreement"), is made and entered into as of the date of the last signature below (the "Effective Date"), by and between the City of Elizabeth City, a municipal corporation organized and existing under the laws of the State of North Carolina (the "City"), and Mid-Atlantic Christian University. The City and MACU may be referenced collectively in this Agreement as the "Parties" or each individually as a "Party".

WITNESSETH:

WHEREAS, the City owns, operates, and controls that certain real property known as Holmes Field as defined and described herein;

WHEREAS, MACU, operates the MACU Men's Baseball program, known as the MACU Mustangs;

WHEREAS, MACU desires to lease from the City and the City desires to lease to MACU those certain described portions of Holmes Field for the limited times and purposes and pursuant to the terms and conditions as set forth herein;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, representations, warranties, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

The following terms wherever used herein shall have the following meanings:

Holmes Field. Holmes Field shall mean the entirety of that certain real property owned by the City of Elizabeth City and commonly known as Holmes Field, or Knobbs Creek Field; located at 200 E. Ward Street, Elizabeth City, North Carolina 27909, within the City of Elizabeth City, Pasquotank County; and including but not limited to the

grounds, and improvements therein, including dugouts, concession shed, batting cages, scoreboard, sound system and the overall lighted baseball field.

1. **Leased Property:** That certain portion of Knobbs Creek Recreation Center (Holmes Field), which is the lighted regulation size baseball field known as "Holmes Field" and bleachers, and batting cage, and parking lot, but only for use by MACU for MACU Men's Baseball scheduled games, practices, and competitions. Said Leased Property is further defined and delineated as follows and also on the attached map and Athletic Field Rules and Procedures, labeled as **Attachment 1**, and herein incorporated by reference.

ARTICLE II

LEASE AND PERMITTED USE OF THE LEASED PROPERTY—THE ACTIVITY

2. **City's Lease to MACU of Leased Property.** Subject to the terms and conditions of this Agreement, the City does hereby let and lease unto MACU, and MACU does hereby lease from the City, the herein defined Leased Property under the terms and conditions herein recited.
3. **Ownership of the Leased Property.** The Parties understand and agree that at all times during the Agreement term the Leased Property, shall be owned by City. Pursuant to this Agreement, the City and MACU will have use, access, supervision, and responsibilities as outlined and as further specifically set out in this Agreement.
4. **Exclusions.** This Agreement shall apply only to the herein defined Leased Property. The City shall have exclusive usage of all areas of the Leased Property as needed.
5. **Permitted Use of the Leased Property—The Activity.** This Agreement permits MACU the temporary use of the said herein defined and described Leased Property for the sole purpose of MACU Men's Baseball scheduled games and practices. The Activity shall only take place on the designated portions of the Leased Property assigned by the City for the function or event at times mutually agreed to by the Parties. MACU shall make no other use of the Leased Property without the prior written consent of the City. MACU shall be responsible, at its sole expense, for all costs associated with conducting its Activity at and upon the Leased Property.
6. **Third-party Use Considerations.** Third-party use of the Leased Property is defined as non-MACU Men's Baseball and non-City use. Third-party use of the

Leased Property shall be scheduled and/or restricted by the City's Parks and Recreation Superintendent.

7. **Common Commitment to an Open Facility and Agreed Hours.** The Leased Property Holmes Field shall be open for public use during times specified by Parks and Recreation staff or their designee. The Parties shall act in good faith to ensure that both Parties have fair and reasonable access to the Leased Property pursuant to this Agreement. MACU shall not use the Leased Property between the hours of 10 p.m. and 8 a.m.
8. **Management.** MACU agrees to provide adequate personnel to supervise the Activity taking place at and upon the Leased Property. The City agrees to provide adequate personnel to supervise scheduled City programs and events at and upon the Leased Property as well as the day-to-day operations.
9. **Scheduling of Defined Areas Usage.** The Parties agree that the Leased Property will be used for programs as well as for the general recreational use of the public. The City shall work in conjunction with MACU to articulate a scheduling system for the reservation of the Leased Property for the Activity. MACU will have access to said Leased Property in accordance with the submitted reservation request details (including dates/times baseball field needs) and payment of required fees for the reservation of the Leased Property. The City will determine the availability of the Leased Property for use by MACU Men's Baseball so that the use of the Leased Property meets the scheduling needs of the different programs and members of the public served. MACU Men's Baseball will have priority use of the Leased Property during scheduled practices, games/competitions, or other scheduled and related events. Parks and Recreation staff determine conditions and playability in case of inclement weather or other natural disasters which could result in harm to the renters and/or field during play and/or practice. Unscheduled occurrences, such as practice, games, events, etc will be approved by the Park Superintendent & Recreation Superintendent upon a 72-hour notification. MACU will need to provide a daily schedule of practices and games for the Fall season by August 15, 2025.
10. **MACU Men's Baseball Hours Defined.** From time-to-time MACU Men's Baseball activities, events, or games/competitions may end before or extend beyond the normal operating hours, but priorities are limited to normal facility operating hours unless approved in advance by the Parks and Recreation Administration or their designee. The scheduling of the Leased Property will be according to the following priorities: The City shall have priority during MACU Men's Baseball non-reservation hours and MACU Men's Baseball will have priority for the days/times reserved by MACU Men's Baseball.

ARTICLE III

TERM

11. **Term.** The term of the Agreement shall be for a period of one year from the herein defined Effective Date (the "term"). This Agreement shall automatically expire at the end of the Term, but is subject to renewal as may be agreed by the Parties in writing before the expiration of the Term.

ARTICLE IV

TERMINATION

12. **Termination.** In addition to any other remedies that may be specified herein, MACU's failure to comply with any of the terms or conditions of this Agreement is grounds for immediate termination of this Agreement by the City upon notice to MACU in accordance with Article VII herein. Either Party may terminate this Agreement with or without cause at any time in its sole discretion by providing the other Party 30 days' written notice to the other Party of a Notice to Terminate.

ARTICLE V

RENT/USE FEES AND PAYMENT

13. **Rent/Use Fees.** With the execution of this Agreement, MACU shall pay the City for the MACU Men's Baseball Team's use of the Leased Property based on scheduled usage, according to the Rent/Use Fees listed below:

- Practice Dates & Times:
 - Fall Semester
 - Spring Semester
- Game Dates & Times:
 - Fall Semester
 - Spring Semester

The payment amount is based on usage submitted and documented in Civic Rec, the City's facility scheduling software. Payment dates for spring semester usage are:

- Fall Daily Schedule is due August 15, 2025, with \$1,000 payment due September 15, 2025
- Spring Daily Schedule is due January 15, 2026, with \$1,000 payment due February 15, 2026

The Lease/Use Fees shall be delivered by MACU to the City's Athletics Division located at Knobbs Creek Recreation Center, 200 East Ward Street, Elizabeth City, North Carolina 27909.

14. **Additional Expenses.** In addition to the Rent/Use Fees, MACU shall be responsible for any and all expenses incurred by the City in support of or as a result of the MACU's lease and use of the Leased Property ("Additional Expenses"). Such Additional Expenses may include, but are not limited to, cleaning costs, security costs (see Article V, paragraph 17. below), parking fees, and setup and takedown costs, unless otherwise indicated herein. MACU shall remit payment for all Additional Expenses within 30 days of receipt of an invoice from the City.

15. **Security.** In order to provide a safe and secure environment for the City, community and visitors, when a threat of disruption of any scheduled MACU Activity exists, for the protection of City property and public safety, and to maintain public order for large events, security will be provided for the Activity as deemed necessary following a security assessment by the Elizabeth City Police Department. If the Elizabeth City Police Department, in its sole discretion, determines that special event security and/or special duty City police officers is/are required for the Activity, MACU shall be responsible for paying all costs for security/City police personnel and other security measures including, but not limited to, barricades, metal detectors, and parking control measures, as specified by the Elizabeth City Police Department Chief of Police or designee, and such costs shall become Additional Expenses, payable as described in Article V, paragraph 16. above.

ARTICLE VI

ACCEPTANCE, ACCESS, RIGHT OF ENTRY, REPAIRS, AND MAINTENANCE

Acceptance, Access, Right of Entry, Repairs, and Maintenance. MACU agrees to accept the Leased Property in its current condition. Notwithstanding the foregoing, the City, including but not limited to its officials (elected and nonelected), officers, employees, agents, representatives, and consultants, retains the right to enter and have full access to all portions of the Leased Property at any time without notice to MACU for the purposes of inspection, to examine the condition thereof, to ascertain compliance with this Agreement or applicable law, or to make any repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the Leased Property which the City, in its sole discretion, determines to make or for any other purpose which the City deems appropriate as it relates to the physical facility and

equipment. Except as otherwise provided herein, the City shall be responsible for all routine repairs and maintenance of the Leased Property, including but not limited to the baseball field and related equipment. In the sole discretion of the City and unless otherwise required, maintenance and repairs will be conducted according to a pre-determined schedule, depending upon the urgency of the maintenance or repair. The City shall close the Leased Property and may restrict access as needed due to maintenance or repair needs. MACU shall allow time for City staff to have access to the facility to provide routine maintenance and repairs as needed. In accordance with Article VII herein, MACU shall immediately notify the City/County in writing of any need of repair or maintenance to any portion of the Leased Property and shall allow reasonable time for the City to have access to the facility to provide the maintenance and repairs as needed and as designated by the City/County. MACU shall at its sole cost and expense, be responsible for keeping the Leased Property in a good, clean, neat, attractive, pleasant, and sanitary condition at all times. Batter's Eye and fence upgrade repair is the responsibility of MACU. Any signage must be approved by Parks and Recreation administration prior to any installation. This signage must be removed down at the end of the fall and spring seasons.

16. Failure to do so shall be grounds for termination of this Agreement.

17. **Alterations and Improvements.** No alterations or improvements shall be made by MACU to the Leased Property without the prior written consent of the City.

18. **Utilities.** Other than the Rent/Use Fees as herein stated, the City shall be responsible for providing and paying for all electricity, lighting, heating, water, air conditioning, and sewer used by MACU in connection with the occupancy and use of the Leased Property in accordance with this Agreement. MACU shall be responsible for telephone charges and all other charges for utilities used by MACU in connection with the occupancy and use of the Leased Property.

19. **Compliance with Rules.** MACU shall at all times comply with the City rules for activities and users of the Leased Property, as amended from time to time, including the City Athletic Field Rules and Procedures. A current copy of the Parks and Recreation Department Athletic Field Rules and Procedures is attached hereto as **Attachment 2** and incorporated by reference as if fully set forth herein.

20. **Compliance with Applicable Law.** MACU shall conduct all Activities in an orderly manner in full compliance with all City policies, regulations, rules, and practices and with all applicable federal, state, and local laws and ordinances.

21. **Separate Program Responsibilities.** The City agrees that it will provide reasonable supervision of participants to regarding City-sponsored events or programs, and for the protection of the facility. Likewise, MACU agrees that it will provide reasonable supervision of participants to ensure their safety and well-being during the Activity.

22. **Activity with Minor Participants.** If any portion of the Activity involves the participation of minors (those under the age of 18), MACU shall provide adult supervisors as herein stated and perform, at no cost to the City, a criminal background check on all adult supervisors. Adult supervisors shall remain at the Leased Property for the duration of the Activity, and the following minimum adult supervisor-to-minor participant ratio based upon the majority of the participants' ages shall be observed at all times:

<u>Participant Age</u>	<u>Supervisors</u>	<u>Participants</u>
4-5 years	1	5
6-8 years	1	8
9-14 years	1	10
15-17 years	1	12

23. **Obstructions.** All portions of driveways, entrances, exits, sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities, law enforcement or emergency responders, of the Leased Property shall be kept unobstructed by MACU and shall not be used by MACU for any purpose other than ingress to or egress from the Leased Property. There will be no vehicles parked within the gated access point to Holmes Field located on the east side of Knobbs Creek Recreation Center.

24. **Alterations.** MACU shall not make alterations or modifications to Holmes Field or the Leased Property or any personal property, equipment, or furnishings contained therein in any manner without the prior written approval of the City.

25. **Logos and Marks.** MACU shall not use the logos, marks, or names of the City for any purpose without the prior written approval of the City, except to indicate the location of the Activity.

26. **Reimbursement.** MACU will be responsible for the conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through

the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of MACU, its officers, or employees.

27. **Abandoned Property.** Any property or items left at the Leased Property shall, after a period of 10 days from the end of the Activity, be deemed abandoned and shall become property of the City to be disposed of or utilized at the City's sole discretion. MACU shall be responsible for any disposal costs incurred by the City.

28. **Meetings of the Parties.** MACU and the City agree to meet at least two times per year to jointly review usage and maintenance schedules and the requirement for amendments to this Agreement.

ARTICLE IX **INDEMNIFICATION**

29. **Indemnification.** Each party accepts responsibility for any and all claims, losses, liabilities, demands, damages, or any other financial demands that may be alleged or realized due to the acts of nonfeasance, malfeasance, misfeasance, or negligence committed by the Party or the Party's agents or employees while in the performance of their duties or assignments under this Agreement, to the extent permitted or limited by law. Notwithstanding any other provision of this Agreement, the liability of MACU, as an agency of the State of North Carolina, for any injury or damage arising out of this Agreement or MACU's performance thereof is subject to the limitations of the North Carolina Tort Claims Act, N.C.G.S. § 143-291 et. seq. MACU does not waive any rights or defenses under the North Carolina Tort Claims Act or the rights and authority of the Attorney General of the State of North Carolina to represent MACU.

ARTICLE X **INSURANCE**

30. **Insurance.** At all times during its use of the Leased Property, MACU, at its sole cost and expense, shall purchase and maintain all of the following policies:

- A. Commercial General Liability insurance, using form ISO CG 00 01 or equivalent, covering the Activity contemplated by this Agreement, including coverage for public liability, bodily injury, and property damage, with combined single coverage limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate.

- B. Workers' compensation insurance, as required by North Carolina law.
- C. Such insurance as required by federal, state, or local laws, codes, or regulations.
- D. Such insurance otherwise specifically required by attachment to this Agreement.

All insurance policies required to be purchased under this Agreement shall be issued by insurance companies with an A.M. Best rating of "A" or better, and shall be issued by companies qualified to do business in the State of North Carolina. Such insurance shall be issued in the name of MACU with the City of Elizabeth City named as additional insureds, using ISO Form CG 2026 or equivalent. MACU agrees that the insurance required of MACU herein shall be primary coverage and shall contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against the City. The certificate of insurance shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without reasonable prior written notice to the City. MACU shall provide to the City each policy or certificate of insurance evidencing such policy issued on Accord Form 25 or equivalent, at least **10 business days prior** to the start of the Activity.

31. **Damage or Destruction by Fire or Other Casualty.** In the event that the Leased Property and/or significant portion of Holmes Field that would prevent MACU's use of the Leased Property is destroyed by fire or other casualty or act of God, then this Agreement shall terminate as of the time of such destruction without action on the part of either the City or MACU. In the event that the Leased Property so damaged by fire, other casualty, or act of God that more than 50% of the floor space of the building or the Leased Property cannot reasonably be used by MACU in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the City's sole opinion, be economically repaired, then either Party shall have the option to terminate this Agreement by the provision of written notice to the other party as provided herein and in accordance with Article VII, herein.

ARTICLE XI **MISCELLANEOUS**

32. **Force Majeure.** If the Leased Property is rendered unsuitable for the conduct of the Activity or if the Activity itself must be cancelled by reason of fire, earthquake, hurricane, flood, act of God, strikes, work stoppage, or other labor

disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause which is beyond the control of the City or MACU, the Parties are released from their obligations under this Agreement.

33. **Assignment and Subletting.** This Agreement is personal and MACU shall not assign or transfer this Agreement or any privileges granted hereunder, nor sublet the Leased Property or any portion or part of the Leased Property, nor allow any other person, group, or entity to use the Leased Property during the time of the Activity without the prior written consent of the City.
34. **Surrender on Expiration or Termination.** Upon the expiration of this Agreement or termination of this Agreement for any reason, MACU shall yield, vacate, and deliver peaceably to the City possession of the Leased Property and any alterations, additions, and improvements made by MACU thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.
35. **Default.** In addition to any other provision herein, if MACU shall neglect to pay any Rent/Use Fees when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of 10 days after receiving written notice from the City calling attention to the non-payment or default, the City may declare this Agreement terminated and shall take possession of the Leased Property without prejudice to any other legal remedy it may otherwise have on account of such default. If the City neglects to do or perform any matter agreed to be done in this Agreement and shall remain in default for a period of 30 days after written notice from MACU calling attention to such default, MACU may declare this Agreement terminated without prejudice to any other legal remedy it may have on account of such default.
36. **Liens.** MACU agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer, or materialmen to become and remain a lien on the Leased Property or upon the right, title, or interest of MACU created by this Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of MACU and in any event MACU will protect, indemnify, and save harmless the City from and in respect of any and all such claims.
37. **Quiet Enjoyment.** The City agrees that MACU, when so authorized by the City and upon payment of Rent/Use Fees and performing the agreements in this Agreement, may peacefully and quietly have, hold, and enjoy the said Leased Property upon all the terms of this Agreement.

38. **Relationship of the Parties.** MACU and its representatives, agents, contractors, and employees have no employment relationship, no joint venture, nor partnership with the City with respect to the subject matter of this Agreement.
39. **Entire Agreement.** This Agreement, including all attachments hereto, contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, amendments, additions, or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.
40. **E-Verify Requirements:** MACU shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if MACU utilizes a subcontractor, MACU shall require each said subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. MACU represents that MACU is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
41. **No Waiver.** The waiver by the City of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of the City to insist upon MACU's performance in strict accordance with the terms of this Agreement.
42. **Governing Law and Forum; Service of Process.**
- A. This Agreement and the rights and obligations of the Parties hereto shall be deemed made in Elizabeth City, North Carolina and shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina. Pasquotank County, North Carolina shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Elizabeth City/ Pasquotank County, North Carolina. Such actions shall neither be commenced in nor removed to federal court.
 - B. "Agent for Service of Process" means every person now or hereafter appointed by MACU to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, MACU agrees that every Agent for Service of

Process is designated as its non-exclusive agent for service of process, summons, and complaint. MACU will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to MACU. This subparagraph does not apply while MACU maintains a registered agent in North Carolina with the office of the North Carolina Secretary of State and such registered agent can be found with due diligence at the registered office.

43. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.
44. **No Property Right.** Under no circumstances shall this Agreement be construed as granting to MACU any right, title, or interest of any kind in the Leased Property or any property of the City of Elizabeth City.
45. **Appropriations.** Any payments by either Party as may be required under this Agreement are conditioned on appropriation of sufficient funds to cover the purposes set forth in this Agreement.
46. **Nondiscrimination.** Each Party agrees to perform its duties under this Agreement in a way that does not discriminate or imply discrimination against any person or group based on age, race, color, national origin, religion, sex, sexual orientation, gender identity, genetic information, political affiliation, or veteran status.
47. **Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.
48. **Legal and Regulatory Duties.** MACU shall observe all applicable local, state, and federal laws and regulations as they pertain to MACU's use and occupation of the Leased Property.
49. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors, and permitted assigns.
50. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


51. **Signatures.** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party's Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signature below as indicated by the signatures of their authorized representatives.

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[**Attachment 1** Begins on Next Page]

ATTACHMENT 1
Leased Property Map and Permitted Uses

Leased Property Name:	Holmes Field (Baseball)
Permitted Uses:	MACU may use the field of play, batting cages, dugouts and bleachers for MACU Men's Baseball's scheduled games and practices.
	

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Attachment 2 Begins on Next Page]

ATTACHMENT 2
Athletic Field Rules and Procedures

Athletic Field Rules and Procedures

1. No alcoholic beverages or tobacco products allowed; no illegal drugs; no weapons.
2. MACU shall designate to City staff the individual in charge of the Activity. The person in charge of the Activity shall be responsible for the conduct of the participants and individuals in the group and will also be held responsible for any damage to City property. The City reserves the right to deny access to the facility or expel an individual from the facility for failure to comply with the rules and regulations of the Parks and Recreation Department.
3. Users are expected clean up after each field usage.
4. Use of athletic fields is prohibited when fields are too wet for safe play.
5. For reservation information, call the office at (252) 335-1424.
6. Park curfew is 10:00 pm.
7. Soft toss is only permitted at soft toss stations. Hitting into chain link fence is strictly prohibited.
8. Sale of food, beverages, merchandise, or charging admission is not allowed at Holmes Field unless written permission is granted and a vendor contract is signed.
9. Pets are not allowed on athletic fields. Pets must be on a leash and at all times while on City property. Pet waste must be cleaned up by the owner or person in possession of the pet and properly disposed of in a waste receptacle.
10. MACU is not allowed to drive any motor vehicle, minibike, or motorcycle in, over, or through any recreation area.
11. Abandoned or nuisance vehicles left on park property, may be removed without prior notice at the cost of the owner. Parking is only permitted in designated parking spots.
12. Parking is non-exclusive.
13. At no time should any MACU player, staff, or spectators and visiting spectators use Knobbs Creek Golf Course for entrance. All participants must enter through the yellow gates located on the east side of Knobbs Creek Recreation Center. The only access to the golf course is for retrieval of foul balls.
14. Any violation of the above rules may result in expulsion with denial of rental privileges.

ATTACHMENT 3
Responsibilities of MACU & ECPCPRD

1. Parks and Recreation determines conditions and playability in case of inclement weather or other natural disasters which could result in harm to the renters and/or field during play and/or practice.
2. Provide field maintenance equipment to MACU to utilize (*field maintainer, rakes, shovels, drags, brooms, etc.). This will not include any powered equipment or vehicles. (Field maintainer must be utilized by MACU staff only)
3. Parks and Recreation will provide sand, dirt, clay, chalk, paint, etc. needed to maintain the field. ECPC Parks and Recreation will keep a running record of sand, dirt, clay, chalk, paint that was utilized at each facility during MACU usage and give report to MACU at end of fall and spring season.
4. MACU Staff will prep both fields prior practice fall/spring ball season
5. MACU, which include but not limited to:
 - A. Dragging Holmes Field.
 - B. General clean-up at the beginning of the fall and spring season.
 - C. Provide personnel to in storage of the portable batting and infield cover after playing seasons are completed.
 - D. Clean entire area field, bleachers, dugout etc. after each usage.
6. Hold harmless the City, its administration and employees for any loss or damages to property or person that occur during MACU games or practices.
7. MACU will be responsible for keeping up maintenance to all fields, including maintaining before games and practices and post games and practices.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Elizabeth City
A NC Municipal Corporation

By: _____
Reginald Goodson, Esq.
City Manager

By: _____
Stacy Williams
Interim Director, Parks and Recreation

ATTEST:

April D. Onley
City Clerk

[SEAL]

Mid-Atlantic Christian University

By: _____

Witness