

**LORAIN BOROUGH TRAILS, CONCESSION STAND, AND LITTLE LEAGUE FIELD  
MEMORANDUM OF UNDERSTANDING**

INSURANCE POLICY #: \_\_\_\_\_

**TRAIL HOURS ARE FROM DAWN TO DUSK  
FOR THE TERM OF THIS  
MEMORANDUM OF UNDERSTANDING**

This Lorain Borough Trail and Little League Field Memorandum of Understanding, made this  
day of \_\_\_\_\_, 2022, by and between the:

**BOROUGH OF LORAIN, a municipal corporation**, with its principal offices located at 503 Green Valley  
Street, Johnstown, Pennsylvania 15902 (hereinafter referred to as the "Borough"),

**AND**

**LORAIN/STONYCREEK TRAILS, a non-profit organization**, with its principal office located at \_\_\_\_\_  
Blue Diamond Street, Lorain Borough, Johnstown, Pennsylvania 15902 (hereinafter referred to as the  
"Organization"),

Witnesseth:

1. For and in consideration of the mutual agreements contained herein and subject to the terms and conditions hereinafter stated, the Borough hereby leases to the Organization the following recreation facilities of the Borough, known as the trails, little league field, and concession stand located on the real estate owned by the Borough (hereinafter referred to as the "Trails") and shown on the Maps attached hereto and labeled as Exhibit "A" and "B".
  - a. The Organization shall have an EXCLUSIVE use and lease for the little league field and the trail head area shown on Exhibit "A".
  - b. The Organization shall have the EXCLUSIVE use and lease of the concession stand, but not for the concession stand restrooms located and attached as part of the concession stand building.
  - c. This is not an EXCLUSIVE use or lease to the Organization for either:
    - i. Lorain Borough Park or the Trails;
    - ii. The Little Pavilion, basketball court, children's play area; or

- iii. The concession stand restrooms when the Little Pavilion is rented out by the Borough.
        - (1) The concession stand restrooms shall be shared by the Borough and the Organization when the Little Pavilion is rented out by the Borough.
2. The term of this Memorandum of Understanding is for a period of twenty-five (25) years beginning on April 1, 2022, and terminating on March 31, 2047.
  - a. In the event that a band, disc jockey, or other entertainment is provided, said entertainment shall end by 11:00 p.m. for Organization's scheduled events otherwise any entertainment shall end by 9:00 p.m.
  - b. Alternative occupancy. If the premises herein included are damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control or without the fault or negligence of the Borough including, but not restricted to, acts of God, vandalism, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, failure of public utilities or unusually severe weather, prevents either occupancy or use of the Trails as granted in this Understanding, the Borough is hereby released from any damage or damages so caused to the Organization thereby.
    - i. The Organization agrees to indemnify the Borough for restitution to holders of paid admissions and to other such patrons thus affected by the aforementioned action.
3. The Organization shall not assigned or sublet the Trails without the written permission of the Borough:
4. The rent to be paid to the Borough by the Organization for the Trails only is \$25.00 per year with no security deposit.
5. The Organization shall be responsible for the maintenance of the little league field, grass cutting at the trail head and along the trails, and the cleaning and maintenance of the concession stand and its bath facilities.
  - a. In the event that the Organization uses Borough employees to perform any maintenance, grass cutting, or cleaning and maintenance, the Organization shall be responsible to reimburse the Borough for the Borough employees at the Borough employees rate of compensation and employer related costs, including but not limited to, wages, worker's compensation per hour, employer's share of taxes, and the like.

- i. In order to be reimbursed the Borough shall bill the Organization for the use of Borough employees.
  - b. The Organization also shall have the right to place no more than two (2) porta johns at the trail head.
    - i. The Organization shall be responsible for the rent and care of the porta johns.
  - c. The Organization shall be responsible for any public utilities fee, i.e. electric, gas, water, sewage used by the concession stand, little league field or trails.
6. Any improvements made to the Trails by the Organization shall become the property of the Borough upon the termination of this lease or the dissolution of the Organization.
- a. Any improvement made to the Trails by the Organization shall not be removed prior to the termination of this lease or dissolution of the Organization, except for normal wear and tear.
7. Organization shall use and occupy said the Trails in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the tenancy.
8. Organization shall:
- a. name the Borough as an additional insured on its insurance policy during the term of this lease; and
  - b. indemnify and hold harmless the Borough or its representatives or agents in any event that Organization promotes the use of the Trails or during any event sponsored by the Organization and the Organization operates a checkroom; for the possession, storage or sale of alcohol, alcoholic beverages, or liquor; or for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the Trails or from all loss, cost and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of the use or occupation of the Trails herein above described, whether such use is authorized or not, or by any act or omission of Organization or any of its officers, agents, employees, guests, patrons or invitees, and Organization shall pay for any and all

damage to the property of Borough, or loss or theft of such property, done or caused by such persons.

- c. indemnify and hold harmless the Borough or its representatives or agents for any cost and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of any improvement constructed or done to the Trails herein above described, whether such construction or improvement is authorized or not, or by any act or omission of Organization or any of its officers, agents, employees, guests, patrons or invitees, and Organization shall pay for any and all damage to the property of Borough, or loss or theft of such property, done or caused by such persons.

9. **ORGANIZATION FURTHER AGREES TO NAME THE BOROUGH AS AN ADDITIONAL INSURED ON ITS INSURANCE POLICY AND INDEMNIFY AND SAVE HARMLESS THE BOROUGH, ANY OF ITS REPRESENTATIVES OR AGENTS FROM ANY AND ALL LOSS, COST AND EXPENSE ARISING OUT OF ANY LIABILITY, OR CLAIM OF LIABILITY FOR INJURY OR DAMAGES TO PERSONS OR PROPERTY SUSTAINED OR CLAIMED TO BE SUSTAINED BY ANYONE WHOMSOEVER, FOR ANY REASON, OR BY USE OR CONSUMPTION OF ALCOHOL, ALCOHOLIC BEVERAGES, OR LIQUOR AT THE TRAILS DURING ANY EVENT SPONSORED BY THE ORGANIZATION PURSUANT TO THIS LEASE.**

10. In the event that the Organization is selling alcohol, alcoholic beverages or liquor, the Organization further agrees to execute and deliver to the Borough at the time of acceptance and execution of this Memorandum of Understanding a comprehensive liability insurance policy, including public liability and property damage, written by a company acceptable to and approved by the Borough covering premises, operation hereunder and productions therein.

Certified copies of above policy or a certificate evidencing the existence thereof or a binder shall be delivered to the Borough upon the execution of this Memorandum of Understanding. In the event a binder is delivered, it shall be replaced within seven (7) days by a certified copy of the policy. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving twenty (20) days' written notice thereof to the Borough.

The Borough shall not be named as an assured in any insurance policy required hereunder but said policies shall contain a provision waiving all subrogation rights against the Borough.

11. Organization shall not do any act or suffer any act to be done during the term of this Memorandum of Understanding which will in any way mar, deface, alter or injure any part of said Trails or Lorain

Borough Park.

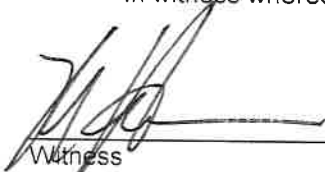
12. **Organization, their agents or assigns shall not imply, use or associate as a sponsor, co-sponsor, or presenter of any event at the Trails before or during the term of this lease either "Lorain Borough" or "Lorain Borough Park". In the event that the Organization, their agents or assigns imply, use, or associates "Lorain Borough" or "Lorain Borough Park" as a sponsor, co-sponsor, or presenter of any event at the Trails at any time before or during the term of this lease, this lease shall immediately terminate and any deposits or fees paid by he Organization to the Borough shall not be refunded to the Organization, their agents, or assigns.**
13. All portions of the sidewalks, entries, passages, vestibules, halls, and all ways of access to public utilities of the Trails shall be kept unobstructed by the Organization and shall not be used for any purpose other than ingress or egress to and from the premises. The doors, stairways or openings into any place in the structure, including hallways, corridors and passageways, also house lighting attachments, shall in no way be obstructed by the Organization.
14. The Organization shall not allow or cause to admit a larger number of persons to those portions of the Trails than can be properly and safely accommodated to move about in said premises, and the decision of the Borough upon this respect shall be final.
15. In the event any portion of the Trails hereby leased to Organization is not vacated at the end of the term of this Memorandum of Understanding, then the Borough shall be and is hereby authorized to remove from said premises, at the expense of the Organization, all goods, wares, merchandise and property of any kind or description which may be then occupying a portion of said Trails on which the term of this Memorandum of Understanding has expired, and said Borough shall not be liable for any damages to or loss of such goods, wares, merchandise or property sustained either during the removal or storage of same and the Borough, its agents, employees, and officials, are hereby expressly released from any and all claims for such loss or damage. Upon termination of this Memorandum of Understanding, the Organization will deliver up to the Borough the premises demised in as good condition and repair as the same shall be found at the beginning of the term of this Memorandum of Understanding, except for normal wear and tear.
16. **THE BOROUGH SHALL HAVE THE SOLE RIGHT TO HAVE ANY VEHICLE WHICH REMAINS IN THE LORAIN BOROUGH PARK AREA AFTER MIDNIGHT SHALL BE REMOVED AT THE EXPENSE OF THE OWNER OF THE VEHICLE. THE OWNER OF THE VEHICLE SHALL BE RESPONSIBLE FOR ANY RECOVERY EXPENSE INCURRED. THE OWNER OF THE VEHICLE SHALL CONTACT DIRECTLY, THE TOWING OR IMPOUNDMENT SERVICE LISTED ON THE SIGNS DISPLAYED IN LORAIN BOROUGH PARK.**

17. The Borough assumes no responsibility whatsoever, for any person or property placed at or in said Trails, and said Borough is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said premises under this Memorandum of Understanding; and all watchmen or other protective service desired by the Organization must be arranged for by special Memorandum of Understanding with the Borough or by the Organization.
18. The Borough shall have the sole right to collect and have custody of all articles left in the premises by persons attending any function held in the premises.
  - a. Any property left at or in the Trails by Organization shall, after a period of 30 days from last day of tenancy hereunder or written notice, shall be deemed abandoned and become the property of the Borough.
19. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Trails, either prior to, during or subsequent to the use of the Trails by the Organization, the Borough and its officers, agents, and employees shall act solely for the accommodation of the Organization and neither the Borough nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.
20. Any notice or communication which the Borough may give the Organization shall be deemed sufficiently rendered or if the same be in writing and sent by certified mail or a proof of mailing to the address in the beginning of this Memorandum of Understanding.
21. Organization agrees to pay promptly all taxes, excise or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses, municipal, state or federal, required for the usage herein permitted, and further agrees to furnish the Borough, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees above referred to, and showing that all required permits and licenses are in effect.
22. It is understood and agreed that the Borough hereby reserves the right to enforce all necessary and proper rules for the management and operation of the same and for its authorized representatives to enter those portions of Lorain Borough Park and/or Trails at any time and on any occasion. The Borough also reserves the right, but not the duty, through its duly appointed representatives, to eject any objectionable person(s) from the premises and the Organization hereby waives any and all claims for damages against the Borough or any and all of its officers or agents resulting from the exercise of this authority.
23. The Organization hereby expressly waives any and all claims for compensation for any and all

loss or damage sustained by reason of any defect, deficiency, failure or impairment of 'the water supply system, drainage system or electrical system leading to or on the demised premises. In the event the Trails or any part thereof is damaged by fire or if for any other reason, including strikes, failure of utilities or any act of God which, in the judgment of the Borough, renders the fulfillment of this Memorandum of Understanding by the Borough impossible, the Organization hereby expressly releases and discharges the Borough and its agents 'from any and all demands, claims, actions and causes of actions arising from any of the causes aforesaid.

24. This Memorandum of Understanding and all and each of its terms and conditions shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, personal representatives, successors, agents and assigns.
25. This Memorandum of Understanding does not relieve the Organization, their heirs, executors, administrators, personal representatives, successors, agents, or assigns from complying with any Federal, State, or Local law, ordinance, or rule and regulation.

In witness whereof, this Memorandum of Understanding is executed the first day written above.

  
Witness

Lorain/Stonybrook Hiking Trails  
Organization

  
Witness

\_\_\_\_\_  
Organization

ATTEST:

LORAIN BOROUGH



by: \_\_\_\_\_