

BURROWS *SB*

FOSS *GF*

CHILCOTT *GC*

IMAN *SI*

STOLTZ *RS*

Members Present.....Commissioner Suzy Foss, Commissioner Greg Chilcott, Commissioner J.R. Iman and Commissioner Ron Stoltz

Date.....January 3, 2013

► Minutes: Glenda Wiles

► The Board met at 9:00 a.m. with Deputy County Attorney Howard Recht, April Johnson and Kathy Good of the Daly Mansion Preservation Trust, Inc., in regard to a loan agreement for the two large Cross Paintings that have been hanging at the Courthouse stair well for several years. No agreement was in place when the paintings were originally given to the county on loan so this proposed agreement is a housekeeping issue. Also included in the discussion was the necessary appraisal for the value of the paintings for insurance purposes, as well as how the paintings are returned to the Mansion at the financial responsibility of the county. It was also noted when the paintings were viewed by the Daly Mansion Appraiser (John Howard) about a month ago some water damage was found on the paintings, so the Daly Mansion Trust will be following through on a claim for the damages, of which Commissioner Iman states occurred while hanging at the Mansion prior to being hung at the Courthouse. Attorney Recht stated the Appraiser indicated the picture frames could be of more value than the paintings themselves so four items should be described in the agreement.

Attorney Recht stated the Daly Mansion will present a letter to the county in regard to the water damage, they will then take pictures sending the actual canvas's to a curator who will make an estimate of repair. An estimate of value will also be given. Attorney Recht noted Ravalli County Maintenance Supervisor Brian Jameson had stated the paintings incurred water damage when the courthouse roof leaked, so when the Mansion makes the claim some investigation will need to occur on the damage.

Attorney Recht addressed packing and returning the paintings to the lender, housing the fine art in a safe and reasonable location and potential increase in cost for insurance. The Commissioners requested certain changes within the loan agreement in regard to the county's financial responsibility for the paintings. The county will need to place scaffolding back at the paintings so photos can be taken of the water damage to the canvas.

► At 10:05 a.m. the Board met with Gary Hamlin and Jason Golisgoski of the Montana Sports Academy LLC. about the proposed lease between Ravalli County Park Board and Montana

Sports. Also present were Deputy County Attorney Howard Recht and Members of the Park Board. This meeting is continued from December 31, 2012.

Park Board Chair Gary Leese stated the Park Board will present a letter showing why the Park Board does not want to charge Montana Sports for the use of the Park Property/building at the Kurtz Lane location.

Mike Hamlin gave some background information on the work he and Jason have done with the youth in regard to baseball activities. Most of their volunteer coaching is with batting practice. In door space is necessary to set up the batting cages and this building allows for that. Thus far Mike has spent \$3,000 for insurance and sanitation facilities and he would like to recoup some of those costs. He and Jason work full time so they can only take so many kids through the batting cages and coaching is an important part of using the cages. Jason noted commitment from the parents will be an important part of the use of these cages, so while they will open the cages by appointment only, they see from past practices that only a certain number of youth will be consistent on their use of the cages. Jason also noted this property was sold by Pat Stevens after the death of her husband Jerry whom the park was named after. Jerry's sport was baseball so the use of this land for this purpose is exciting to Pat.

Commissioner Chilcott expressed his concerns of limiting the participation of the batting cages since the park land is for public use. Attorney Recht noted the county cannot discriminate on the usage, so as long as the facilities are open to all, the use would meet the statutory requirement. Commissioner Iman asked if the January 2nd letter would be sufficient to show that the use will be open to all players.

Mike noted they could advertise the cages and write letters to other coaches. The only fear he has is the number of players that could overwhelm both him and Jason in their time available to coach the players, so patience for the use will be important. Their whole concept is to continue coaching the youth throughout their baseball careers. Use will be by appointment and it will be first come first served with fairness to all who want to use the cages.

Attorney Recht stated if the county wants to utilize this park land for this purpose and other recreational purposes, he suggests the Park Board be tasked with implementing Park Policies for utilization of the property. Because it might take some time to develop the policies, he suggests the use of this property be used on a trial basis by Montana Sports. Attorney Recht indicated he can add language to the proposed lease to show this type of use.

Park Board Member Bob Cron encouraged the Commissioners to remember the building has been vacant for four years with only one inquiry. This area has a master plan for ball fields and he cannot think of a more appropriate use for this land. If the Park Board had the money they would look at batting cages. He stated here are citizens who are volunteering their time and money and he is wondering why the Commissioners must approve this use. He stated the Commissioners need to quit playing what if's and get on with it.

Mike stated he is satisfied with the six month agreement and he understands the Commissioners' concerns. They will be fair with those who sign up for appointments but players must be patient

for their turn because he and Jason are volunteering their time. They will not pick and chose who gets to utilize the batting cage but they will have to pick and chose the time they have to coach the youth.

Per Attorney Recht the Park Board could develop a use plan with public input; add language to the agreement for a six month trial basis; with sign posted/phone numbers; plus appointments and reaching out to the community to announce this. Attorney Recht noted this is a Non Profit organization and the nominal use fee fits within the use of park property providing recreation for youth. In regard to the area of safety; a Safety Plan should be developed by the Park Board which could address supervision, storage of equipment, parking etc.

Commissioner Chilcott stated the Commissioners have jurisdiction to lease property that is not necessary for county business, and in the judgment of this board, this venture, with non discrimination of use, and a six month trial is a benefit to the public. The Board concurred and advised Attorney Recht to finalize the written lease with comments made here today and be placed back on the agenda January 9th at 9:00 a.m.

Jan 3rd

ARTWORK LOAN AGREEMENT

This Artwork Loan Agreement is entered into by the Daly Mansion Preservation Trust, Inc., a Montana Non-profit Corporation (Lender), 251 Eastside Highway, Hamilton, MT 59840, and Ravalli County, a Political Division of the State of Montana.

Items loaned under this Agreement include:

Item #1: Large oil painting by Henry Cross depicting scenes at the Daly Ranch in the Bitterroot Valley at Hamilton, Montana; landscape of the Bitterroot Valley and Mountains with the Three Sisters Mountains in the background, numerous horses in the foreground, signed and dated 1892; size 6 ft x 10 ft in large gilt frame.

Item #2: Large oil painting by Henry Cross; companion painting to item #1, signed and dated 1892; size 7 ft x 10 ft in large gilt frame.

Loan Expires (subject to renewal) every 5 years. Next renewal year: 2018.

Lender represents that the fair market value of the loaned items are:

Item #1: \$ _____

Item #2: \$ _____

Lender represents that it holds exclusive copyright to the loaned items.

Lender has read and agrees to the following terms and conditions, certifying that Lender is the owner or the authorized agent of the owner with full authority to enter into this Agreement. Lender, by signing this Agreement, agrees to be bound by its terms.

Lender:

President, Daly Mansion Preservation Trust, Inc.

Date: _____

Acceptance:

Chairperson, Ravalli County Board of Co. Commissioners

Date: _____

Attest:

Clerk and Recorder

Date: _____

ADDITIONAL TERMS AND CONDITIONS

1. Under the terms of this Agreement, Ravalli County will exercise the same care in respect to all loaned items as it does in the safekeeping of its own property.
2. Items lent to Ravalli County for exhibition or extended loan shall remain in its possession for the time specified in the Loan Agreement, but may be withdrawn exhibition at any time by the County. Loaned items will be returned only to the owner or Lender, or to his/her/its authorized agent or representative.
3. Ravalli County will accept lender signage placed near the publically displayed items noting that the items are on loan.
4. Items lent to Ravalli County may not be lent to a third party without advanced approval of the lender.
5. Ravalli County is responsible for packing and transportation of items upon return to the lender.
6. Items lent to Ravalli County will be insured by the County at the written valuation set forth in the Loan Agreement. However, Ravalli County or its insurer reserves the right to substantiate the value of any artwork that is damaged prior to settling a claim with the owner of the art. All loaned items will be insured under the County's general insurance policies, which contain the usual exclusions for loss or damage due to war, invasion, hostility or war-like action, insurrection or civil commotion, etc.
7. Lender agrees that, in the event of damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing Ravalli County, its officers, agents, employees, and officials from any liability for any and all claims arising out of such loss or damage.
8. Ravalli County will report all damage to items to the lender immediately.
9. If legal ownership of a loaned item changes during the period of the loan, whether by reason of sale, insolvency, gift or otherwise, the new owner may, prior to its return, be required to establish his/her/its legal right to receive the loaned item by proof satisfactory to the County.
10. Attributions, dates and other information shown on the face of the Loan Agreement are as given by the Lender. Any valuations shown are those stated by the Lender and are not to be considered as appraisals by Ravalli County. The fact that an object has been in the custody of Ravalli County shall not indicate any endorsement by the County.
11. In the event that any loaned item is offered as a gift to Ravalli County, it is understood that unless the County has been notified in writing to the contrary, the gift is outright and unconditional.
12. Unless permission is refused in writing, it is understood that Lender authorizes Ravalli County to photograph and reproduce in any media loaned items for catalogue publications and for archival, educational, or publicity purposes. Unless otherwise instructed in writing, the County

will grant credit to the Lender as specified on the face of this Agreement in any labels or publications.

13. Except in case of emergency to preserve the loaned items, loaned items will not be cleaned, restored, or otherwise altered without the written consent of the Lender. (As used herein, "cleaning" does not mean routine dusting or the like.)
14. Ravalli County accepts this loan with the understanding that the Lender has full authority to make the same. If Lender has knowledge of special conditions governing the loaned items, such as copyrights, liens, etc., Lender shall inform the County accordingly.
15. This Agreement shall be governed by and construed under the laws of the State of Montana, the parties stipulating that jurisdiction and venue in any civil proceeding are proper in Ravalli County, Montana.
16. This Agreement may not be assigned by either party without the prior written consent of the other.
17. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon mutual written Agreement.
18. Either party may terminate this Agreement by giving the other thirty (30) days prior written notice.

talk to BCC &

Howard

Glenda Wiles

To: Suzy Foss
Subject: RE: Agenda item?

CROSS Paintings

I cc'd this email to Howard, he indicated to hold off on the agreement and it looks like it will be a while before the paintings are to be taken down. I have this as an item to visit with the board about when Howard is here. Possibly next Thursday.

From: Suzy Foss
Sent: Friday, December 21, 2012 2:35 PM
To: Glenda Wiles
Subject: Agenda item?

Jan 3rd
9 am

Has this been put on the agenda where appropriate for follow up? If not please do so.

Thanks,
Suzy

From: Maintenance Department
Sent: Wednesday, December 19, 2012 11:17 AM
To: Maintenance Department
Cc: Commissioners Department
Subject:

On Dec. 19, John Howard (Fine Art Restoration and Appraisal professional) and April Johnson (Executive Director of the Daly Mansion Preservation Trust) met with Brian & Wes from Maintenance for the purpose of assessing the Cross Paintings in the Courthouse Lobby. Here is the report from that meeting:

Before we entered the building, John said to me the Cross paintings that he had seen before were not of exceptional quality. But, when he saw the paintings in the Courthouse he was very impressed. He commented that these were definitely the best Cross Paintings he had ever seen. And he was VERY impressed with the frames. He said the frames are made of plaster and they should be worth over \$50,000. each.

He said in order to appraise these paintings, they need to be taken down so he could thoroughly study both sides of each painting.

He noted that there is some water damage from years ago. And there are some areas on the paintings where the paint is starting to separate from the canvas. But he said that the paintings could be restored to look as good as new.

He said that he could come again next week and do the appraisal. The appraisal work would take 2- 4 hours. We would need to take down the paintings in order for him to do the appraisal. He recommended that we have the paintings taken down and rehung by a professional.

schedule a mtg w/
April
Howard Rec h +
#BCC

Glenda Wiles

From: April Johnson [april.johnson@dalymansion.org]
Sent: Thursday, December 06, 2012 3:54 PM
To: Glenda Wiles
Subject: Re: FW: Accepted: Commissioner Foss, Commissioner Stoltz to Daly Mansion Open House

Thanks Glenda. Also, I chatted with John Howard today and he would like to do an appraisal on the Cross Paintings sometime next week or after February 18th (he is out of state alot). Anyway, who do I contact regarding getting some folks to help him-he will need to look at the back of the paintings etc. He is suggesting we have 3 strong people there to assist. Maintenance?

April
363-6004 ext. 3#

On Thu, Dec 6, 2012 at 9:44 AM, Glenda Wiles <gwiles@rc.mt.gov> wrote:

Suzy Foss has accepted. I have not received anything from Ron Stoltz yet.

-----Original Appointment-----

From: Suzy Foss
Sent: Wednesday, December 05, 2012 6:56 PM
To: Glenda Wiles
Subject: Accepted: Commissioner Foss, Commissioner Stoltz to Daly Mansion Open House
When: Thursday, December 20, 2012 6:00 PM-6:30 PM (UTC-07:00) Mountain Time (US & Canada).
Where:

Emailed Mam 12/6

LEASE BETWEEN RAVALLI COUNTY PARK BOARD AND MONTANA SPORTS ACADEMY, LLC

1. PARTIES. This Lease (the "Lease") is entered into by and between Ravalli County Park Board, hereinafter referred to as the "Park Board," and Montana Sports Academy, LLC, a Montana Limited Liability Company, hereinafter called "Lessee."

2. PREMISES. The Park Board, for and in consideration of the agreements and covenants herein contained and specified, hereby leases unto the Lessee the shop building at 198 Kurtz Lane, Hamilton, MT 59840, together with a designated parking area more fully described herein.

3. TERM OF LEASE. The term of this Lease shall commence on the date of the execution of this Lease and end the 31st day of December, 2013 unless sooner terminated. Either party may terminate this Lease upon sixty-day prior written notice. This Lease may not be extended beyond its term; however, this Lease may be renewed upon proper application and upon agreement of terms by both parties.

4. HOLDOVER TENANCY. In the event Lessee holds the Premises beyond the terms of this Lease, in the absence of a written agreement, it shall be deemed a month-to-month tenancy subject to all terms and conditions of this Lease.

5. RENT. This Lease shall be rent free provided that Lessee otherwise is in compliance and not in breach. In the event of noncompliance or breach by Lessee, the Park Board may, in addition to any other right or remedy hereunder, charge Lessee rent at a fair market rental value.

6. UTILITIES. THE PREMISES HAS NO IN-PLACE WATER OR SEWER SERVICE. Lessee shall be fully and solely liable for the cost of all utilities and services, including natural gas, electrical power, telephone, telecommunications, portable toilet, water, and garbage or trash removal service.

7. IMPROVEMENTS. Lessee may make no improvements to the Premises without the prior written consent of the Park Board. Lessee must return the premises in the same condition. Any improvements that cannot be removed without damage to the premises shall become the sole property of the Park Board upon termination of this Lease. The Park Board is not obligated to make or provide any additional improvements. Lessee must provide at its sole expense any tools or equipment necessary for its intended use.

8. NO DISCRIMINATION. Lessee shall not discriminate against any person, or exclude any person from participating in any activity, on the basis of such person's sex, marital status, race, age, physical or mental disability, creed, religion, color or national origin.

9. SAFETY. Lessee shall be required to develop, adopt and implement a safety program acceptable to the Park Board that: (i) secures tools and equipment; (ii) reasonably protects participants and the public; and (iii) provides for the personal protection of minors by disclosing to them, their parents and guardians a fair assessment of risk, and that requires supervision by two adults when minors are involved in the program.

10. CONDITIONS OF USE OF LEASED PREMISES

10.1 Condition of Premises. Lessee has inspected and accepts the Premises in its present condition. Lessee agrees to keep and maintain the Premises in as good a condition as at the execution of this Lease.

10.2 Trash. Lessee, at Lessee's expense, shall collect and remove all trash after each use and all trash associated with its operations. Trash will be properly disposed of off-site in accordance with Montana Law.

10.3 Toilets. Lessee, at Lessee's expense, shall provide portable toilets and provide for adequate and timely pumping of portable toilets.

10.4 Parking. Lessee and Lessee's customers, employees, agents and invitees, may park their vehicles but only in the designated parking area located south of the facility.

10.5 Maintenance and Upkeep. Lessee will keep the premises clean and neat, and will promptly repair any damage caused by or due to Lessee's use of the premises.

10.6 Signage. Lessee shall be permitted to install one unlighted business sign no larger than 16 square feet upon the prior approval of the Park Board as to location and method of installation. Lessee, upon termination of this Lease or vacation of the premises, shall remove the sign and fix, repair or remediate any harm, damage or adverse impact upon the premises caused by the installation or keeping of the sign.

10.7 Park Board Access. Park Board is granted at all times the right of access to view and inspect the premises and verify compliance with this Lease, but in exercising such right will use reasonable means to avoid interfering with Lessee's business.

10.8 Surrender of Possession. Lessee covenants, at the expiration or other termination of this Lease, to remove all of Lessee's tools, equipment, goods and effects, and to yield up to Park Board the premises and all keys, locks, and other fixtures connected therewith, in good repair, order, and condition in all respects.

11. INSURANCE

11.1 Liability Insurance. Lessee shall provide at its sole expense a policy of liability insurance issued by an insurance company acceptable to Park Board (or shall pay for the Park Board's coverage to the same effect), with at least the following coverage:

Personal Injury and General Liability Insurance:	\$1,000,000 per occurrence
Damages to Premises:	\$5,000
Fire and Casualty:	Maximum insurable value of premises
Public Liability Insurance:	\$1,000,000

Failure to acquire and maintain such liability insurance shall be cause for immediate termination of this Lease, at the Park Board's discretion.

11.2 Insurance Provisions Required. Ravalli County shall be named as an additional loss payee on insurance required under this Lease. All insurance policies shall provide reasonable notification to the Park Board before same can be canceled. Lessee shall provide the Park Board with evidence of required insurance. A waiver of subrogation endorsement shall be included in the Lessee's liability insurance policy naming the Park Board.

12. SUBLEASE AND ASSIGNMENT

12.1 Sublease. Lessee shall not sublet the Premises in whole or in part without Park Board's prior, express, written consent, which may be withheld for any reason. The making of any sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease Agreement. Any attempted sublease in violation of this Lease shall be void and of no effect and shall, at the option of Park Board, terminate this Lease Agreement.

12.2 Voluntary Assignment. Lessee shall not assign or transfer this Lease Agreement, or any interest in this Lease Agreement, without the prior, express, and written consent of Park Board, which may be withheld for any reason. Any attempted assignment in violation of this Lease shall be void and of no effect and shall, at the option of Park Board, terminate this Lease Agreement.

12.3 Assignment by Operation of Law. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under this Lease or any Improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever. Any such attempted

assignment by operation of law, involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Park Board, terminate this Lease Agreement. Any transfer of an ownership interest in Lessee by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of the Lessee, such transfer shall be deemed an assignment for the purposes of this Lease and shall require the Park Board's prior consent. Lessee shall notify the Park Board in advance of all proposed changes of ownership.

12.4 Park Board Consent for One Sublease or Assignment not Consent to Subsequent Sublease or Assignment. Park Board consent to a sublease or assignment shall not be deemed to be consent to any subsequent sublease or assignment.

12.5 Basis for Park Board Consent. Consent to sublease or assignment shall be based on the Park Board's determination of the public interest, which determination shall be in the Park Board's discretion, subject to the general requirements for government actions.

13. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS. Lessee agrees, as a condition of the Lease, to comply with all applicable local, state, and federal law as may be amended from time to time.

14. TERMINATION OF LEASE AND DEFAULT. If Lessee defaults a material term of this Lease and fails to cure such default, the Park Board may terminate the Lease, and the Park Board, its agents or assigns, may re-enter without further notice, recover exclusive possession of the premises as of their original state. On termination for default by Lessee, the Park Board may recover from Lessee any unpaid rent, compensation for damages to the premises, compensation for the cost of re-entry and recovery of the premises, and any and all other damages for which Lessee may be liable.

15. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

15.1 Indemnification. Park Board shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee, by any person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, or by any person wherever situated suffering loss, injury, death, or damage due to actions related to, or performed on, the Premises. Park Board shall not be liable whether the loss, injury, death, or damage is caused by or in any way results from or arises out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the Premises. Lessee shall indemnify Park Board against any and all claims, liability, loss, or damage whatever on account of any such loss, injury, death, or damage. Lessee's duty of indemnity shall include the duty to defend any such claim and to pay the cost of such defense, but Park Board shall be consulted with regard to the conduct of the defense insofar as the choice of attorneys and other related matters.

15.2 Waiver of Claims. Lessee waives all claims against the Park Board for damages to the Improvements that are now on or later placed or built on the Premises and to the property of Lessee in, on, or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the misconduct or negligence of Park Board, its agents, or employees.

16. NOTICE. Any notice to be given under this Lease must be in writing. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, to the addresses specified in this section. In the event either party changes its mailing address, it shall notify the other party of such change in writing.

If to Park Board, to: 215 South 4th Street, Suite A Hamilton, MT 59840 Attn: Chairman	with a copy to (which shall not constitute notice to Park Board): Ravalli County Commissioners 215 South 4th Street, Suite A Hamilton, MT 59840
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If to Lessee, to: Montana Sports Academy, LLC 1186 Steller Way Hamilton, MT 59840	
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17. ENVIRONMENTAL MATTERS

17.1 Hazardous Materials. Lessee warrants that Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used on or about the Premises by Lessee, its agents, employees, contractors, or invitees, except for such Hazardous Materials as are necessary for uses related to maintenance and cleaning, which shall be appropriately labeled and used, kept, stored and disposed of in a manner that complies with its labeling and with all federal, state and local laws or regulations applicable to that particular hazardous material. Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, groundwater or any other body of water, if that material (as is reasonably determined by any governmental authority), does or may pollute or contaminate the same.

17.2 "Hazardous Material" Defined. "Hazardous material" or "Hazardous Waste" shall mean: (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and the regulations promulgated thereunder; (2) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and the regulations promulgated thereunder; (3) any oil, petroleum products, and their by-products, asbestos, and Polychlorinated Biphenyls (PCB's); and (4) any substance that is or becomes regulated by any federal, state or local governmental authority.

18. LEASE APPROVAL. This entire Lease, in addition to any change, alteration, or renewal thereof, addendum, amendment, or letter of understanding, is subject to prior approval by the Park Board and the Ravalli County Board of County Commissioners.

19. ENTIRE AGREEMENT AND RESCISSION OF PRIOR AGREEMENTS. Upon execution, this Lease rescinds and replaces any pre-existing Lease or other agreement, including any oral agreements, between the parties and/or their predecessors in interest pertaining to the property which is the subject of this Lease. This Lease, including attachments and references constitutes the entire agreement between the parties.

20. SEVERABILITY AND MODIFICATION. If any provision of this Lease is held to be illegal or void, the validity of the remaining items shall not be affected. Any alteration or modification to this Lease requires a written amendment signed by both parties.

21. WAIVER. The failure to insist upon strict performance of any of the provisions contained herein shall not be deemed a waiver of any rights or remedies hereunder, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of this Lease. Without limiting the foregoing, the receipt of rent by the Park Board, with knowledge of any breach of this Lease by Lessee or any default on the part of Lessee in observance or performance of any of the conditions, agreements or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.

22. LESSEE DULY AUTHORIZED. Lessee warrants and represents that Lessee is duly organized according to Montana Law. The person signing this Lease on behalf of the entity warrants that he or she is duly authorized by the entity to sign this Lease.

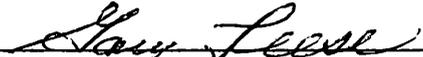
23. SURVIVE LEASE TERMINATION. The provisions of the following sections shall survive the termination or expiration of the Lease: Section 7 (Improvements); Section 15 (Indemnification); and Section 17 (Environmental Matters); Section 22 (Lessee Duly Authorized). In addition, any provision that by its terms would require or implies potential action or recourse after termination of the Lease shall survive termination of the Lease.

24. PRIOR LEASES TERMINATED. Upon execution of this Lease, the provisions of prior arrangements for use of the Premises are terminated.

IN WITNESS WHEREOF, the parties hereto have signed this instrument the ____ day of December, 2012.

PARK BOARD

MONTANA SPORTS ACADEMY, LLC

BY: 
Chairman of the
Park Board Commissioners

BY: 
Gary M. Hamlin, Managing Director

COUNTY COMMISSIONERS

ATTEST:

BY: _____
Suzy Foss, Chairperson

BY: _____
Clerk & Recorder

MONTANA SPORTS ACADEMY
1186 STELLER WAY
HAMILTON, MT 59840

January 2, 2013

Montana Sports Academy's main purpose is to instruct and develop boy's baseball and girls softball players from ages 8 to 18 years. This program is designed to improve each players hitting ability to their maximum athletic potential. Swing mechanics, pitch recognition and hitting philosophy will be taught during each session.

Due to the small size of the facility and availability of two part time instructors all sessions will be by appointment only. Appointments will be made on a first come first serve basis, regardless of gender or place of residence. Every effort will be made to accommodate as many players as possible, but patience will be necessary. A small fee of five dollars will be charged to each player to help recoup the cost of insurance, utilities and miscellaneous expenses. The objective of the Academy is to instruct as many players as possible at a minimal cost. A sign will be posted at the facility with the phone numbers of both instructors. Players will be able to make an appointment for a date and time that will accommodate both player and instructors.

Montana Sports Academy



Mike Hamlin: Manager

RECEIVED

JAN 02 2013

Ravalli County Commissioners

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MONTANA SPORTS ACADEMY
1186 STELLER WAY
HAMILTON, MT 59840

January 2, 2013

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Montana Sports Academy



Mike Hamlin: Manager

RECEIVED

JAN 02 2013

Ravalli County Commissioners

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RECEIVED

JAN 02 2010

given to
Park
Board

Ravalli County Commissioners

RAVALLI COUNTY PARK BOARD

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GRANT APPLICATION

While there is no required application form for applying for a grant from the Ravalli County Park Board, for your convenience, this form includes the information requested in the Grant Guidelines. Please complete those parts that are applicable to your organization.

Name: MIKE Hamlin ; JASON Goligoski	
Organization: MONTANA SPORTS ACADEMY	
Address: 1186 STELLER WAY	
HAMILTON, MT. 59840	
406 369 2657 369	
Phone: 406-961-5541	Fax: 406-961-5541
E-mail address: jhamlin6@gmail.com	
Website address:	

Brief History of the Organization and Description of Existing Services:

(Please include mission, current programs and accomplishments, current number of staff, and volunteers, and current population served, e.g., number served per year, geographic location, socio-economic status, ethnicity, gender, or age.) THE MONTANA SPORTS ACADEMY WAS REGISTERED WITH THE STATE IN FEB. OF 2010. ITS LOCATED AT 1186 STELLER WAY, HAMILTON. BASEBALL AND SOFTBALL PLAYERS FROM AGES 9yrs TO 22yrs HAVE BEEN COACHED ON THEIR SWING MECHANICS AND HITTING PHILOSOPHY. EACH PLAYER IS FILMED TO "BREAK DOWN" AND CORRECT SWING MECHANICS. A FILM LOG IS KEPT TO SHOW IMPROVEMENT OVER A PERIOD OF TIME. FOR HIGH SCHOOL AGE PLAYERS, A CD DISQ OF THEIR HITTING ABILITY, IS SENT TO COLLEGE COACHES TO HELP MARKET PLAYERS FOR PERSPECTIVE COLLEGES. OVER 60 PLAYERS HAVE BEEN COACHED IN THE PAST 2yrs.

Plan to evaluate the Project: (Please include measurable, time-specific goals, a description of information to be collected to measure progress and how that information will be collected.)

Plans to support the Project after the Grant Period: (Please include projected income sources.) A small user fee will be charged to each player to use the facility to pay for insurance and utilities. No wages will be paid to coaches.

Project Budget: (Please include income and expenses. See attached example)

List All Entities asked to give Financial Support to the Proposed Project: (Please include their responses to date and dollar amount committed.) MONTANA SPORTS ACADEMY will provide the batting cages, balls, pitching screens, film equipment, software program, liability insurance, utility bill; Chemical toilet. MONTANA SPORTS ACADEMY will provide \$200.00 to pay for items listed above that are not already acquired.

NOTE

Specific Dollar Amount Requested from the Park Board and Date Payment is needed:

Description of the Proposed Project: (Please include a statement of need for the program, specific program components and logistics, the population and number expected to benefit from the program.) We will place 2 hitting cage nets in the Jerry Stevens Memorial Park Shop Building located at 198 Kurtz Ln, Hamilton where hitting and pitching instruction will be given by Jason Goliagoski and Mike Hamlin. No more than 6 players will be in the facility at one time. A cluster of 45 many as 70 to 80 players maybe taught throughout the season. No outdoor activities, other than parkrun, is necessary at 198 Kurtz Ln. Use of the facility for 6 months is requested, however use of the facility for 1 yr. would be desirable.

Project Updates – Commitment to Park Board:

A List of Trustees or Directors and Corporate Officers:

(Please include board of director titles, e.g., chairperson, treasurer, etc., profession, ethnicity and gender.)

MONTANA SPORTS ACADEMY LLC.
MIKE HAMLIN, OWNER

Names and Qualifications of Staff involved with the Proposed Project:

JASON GOLIGIOSKI – HIGH SCHOOL, COLLEGE AND MINOR LEAGUE BASEBALL
MAJOR LEAGUE SCOUT FOR ARIZONA DIAMONDBACKS

MIKE HAMLIN – HIGH SCHOOL, COLLEGE AND MINOR LEAGUE BASEBALL

Please address grant correspondence to:

**Ravalli County Park Board
215 S. 4th Street, Suite A
Hamilton, MT 59840
(406) 375-6500
fax: (406) 375-6507**

Sample Project Budget

Name of Organization: MONTANA SPORTS ACADEMY			
Project Title: FRECT BATTING & PITCHING CAGES			
Total Amount Requested: USE of SHOP BUILDING AT 198 KURTZ LN.			
Project start & end date: DEC. 15, 2012 TO JUNE 15, 2013 OR DEC 15, 2013			
Project Income			
	Anticipated	Committed	Total
Contributed Income		\$ 2000.00	\$ 2000.00
Local Government			
State Government			
Federal Government			
Other Foundations			
Corporations			
Other			
Earned Income			
Membership Dues	*2 to *5 Full PLAYER PER SESSION		?
Contract Services			
Publications/Products			
Other			
Total Project Income			\$ 2,000.00 +
Project Expenses			
			Total
Personnel Expenses			
Salaries and Wages	0		
Fringe	0		
Non-personnel Expenses			
Contract Services			
Equipment/Supplies	BALLS		\$ 100.00
Travel/Related Expenses			
Indirect Costs	UTILITIES & INSURANCE		\$ 1,400.00
Other	CHEMICAL TOILET		\$ 480.00
Total Project Expenses			\$ 1980.00

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Quote is valid until 2/8/2013

To: **Montana Sports Academy LLC**

From: Loni Vargovich

lvargovich@wsi-insurance.com

Please bind effective: _____

Confirm optional coverages:

- Do not include any optional coverages.
 Include the following optional coverages from Section V
 (Taxes & Fees may apply to optional premium if purchased)
- Option 1 - (add: \$210.00) - Non-Owned & Hired Automobile Liability
 - Option 2 - (add: *\$100.00) - Terrorism Coverage
 *See Terrorism Section for Exact Pricing and Terms

Signature: _____

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

COMMERCIAL LIABILITY POLICY INFORMATION

Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-admitted
A.M. Best Rating:	A++ (Superior) - IX
Term Quoted:	Annual

COVERAGE PART

	PREMIUM
Commercial General Liability	\$600.00
TOTAL PREMIUM DUE TO CARRIER	\$600.00

ADDITIONAL COSTS

Broker Fee	\$0.00
Montana Surplus Lines Tax (2.750%)	\$16.50
TOTAL AMOUNT DUE	\$616.50

The premium quoted was calculated based on information provided by you in your application for insurance. The premium quoted may be adjusted based on an audit of your books and records during and/or at the conclusion of the policy period to determine actual receipts, payroll and other factors used to calculate earned premium.

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Prior to binding, this account is subject to the following:

- No past, pending or planned foreclosure and/or bankruptcy or judgment for unpaid taxes against the named insured or any officer, partner, member or owner of the applicant individually within the past five (5) years.
- Insurance coverage has not been cancelled or non-renewed in the past 3 years? (not applicable in MO)
- Risk is not a public or private elementary, junior or senior high school
- No swimming pools
- No armed security guards
- For any building built prior to 1978, no building with knob-and-tube or aluminum wiring on premises

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully. it may not match the coverages requested****

MGL012D5360

- No more than 25,000 sq.ft. per location
- No overnight exposures
- All members and guests using the facility are required to sign a Release/Waiver of Liability.
- School does not focus on learning disabled, physically or mentally challenged children
- No cheerleading or gymnastic activities, equipment or instruction
- No karate, martial arts, or similar type activity or instruction
- No professional Athlete Training
- No archery or firearms activities or training.
- Background and criminal checks completed on all staff

Within 21 days of the inception date of coverage, this account will be subject to the following:

- Our completed & signed application; or
- A completed & signed ACORD application as long as all underwriting information needed has been provided to us; or
- A completed & signed application from another company as long as all underwriting information needed has been provided to us.

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - Kurtz Lane, Hamilton, MT 59840

Liability Coverage

Description	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Schools - Personal Trainer - Other than Not-For-Profit	67512	Sales	1,000	Incl	5.400	Incl	\$500 MP
			Per 1,000 Sales				
Additional Insured - Managers or Lessors of Premises	49950	Additional Insured	1	Incl	100.000	Incl	\$100
			Per Additional Insured				
Professional Liability	72990	Flat	Flat	Incl	0.000	Incl	Incl

Liability Coverage Premium for Location #1: \$600

III. LIABILITY LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage to Premises Rented to You	\$100,000
Products/Completed Ops Aggregate	Included
General Aggregate	\$2,000,000
General Liability Deductible	\$0

PROFESSIONAL LIABILITY

Each Claim	Included
Aggregate	Included

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

IV. REQUIRED FORMS & ENDORSEMENTS**General Liability Endorsements**

2110	(09/10) Service Of Suit	L-423	(09/09) Exclusion For Structure Collapse
CG0001	(10/01) Commercial General Liability Coverage Form	L-433	(03/98) Trampoline or Rebounding Device Exclusion
CG2011	(01/96) Additional Insured - Managers or Lessors of Premises	L-526	(06/06) Absolute War or Terrorism Exclusion
CG2139	(10/93) Contractual Liability Limitation	L-536	(09/09) Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
CG2147	(12/07) Employment-Related Practices Exclusion	L-599	(10/07) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
IL0017	(11/98) Common Policy Conditions	L-610	(11/04) Expanded Definition Of Bodily Injury
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	L-622	(05/05) Abuse or Molestation Exclusion
IL0167	(09/08) Montana Changes - Conformity With Statutes	L-729	(08/09) Exclusion - Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Informal
IL0243	(09/07) Montana Changes	L-755	(08/11) Schools Endorsement
Jacket	(09/10) Commercial Insurance Policy Jacket	LLQ100	(07/06) Amendatory Endorsement
L-224	(10/10) Punitive Or Exemplary Damages Exclusion	LLQ368	(08/10) Separation Of Insureds Clarification Endorsement
L-249	(07/07) Professional Liability Insurance Coverage	NTE	(01/08) Notice Of Terrorism Exclusion
L-280s	(10/08) Amendment - Limits Of Insurance	TRIADN	(01/08) Disclosure Notice of Terrorism Insurance Coverage

V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage	Additional Premium
Option 1 Non-Owned & Hired Automobile Liability	\$210.00

Important Information

- Prior to binding with this optional coverage, we would need to confirm that the applicant does not have a Business Auto policy, does not regularly deliver goods or products and does not require its employees to use their personal vehicle to conduct the applicant's business on a regular basis
- If this coverage is purchased, add L-488 Non-Owned And/Or Hired Auto Liability

Coverage	Additional Premium
Option 2 Terrorism Coverage	\$100.00

Important Information

- Terrorism coverage is available per the Terrorism Risk Insurance Program Reauthorization Act of 2007. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.
- This coverage cannot be added mid-term.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

Release of Liability

Read Carefully- This Affects Your Legal Rights

In exchange for participation in the activities or use of pitching and hitting cages and /or use of the property facilities and services of Montana Sports Academy, I agree for myself (if applicable) for the members of my family, to the following:

- 1.) I agree to observe and obey all posted rules & warning, and further agree to follow any oral instruction or direction given by Mike Hamlin ,Jason Goligoski or the employees, representatives or agents of Montana Sports Academy.
- 2.) I agree that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Montana Sports Academy for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of 198 Kurtz Lane, Hamilton, MT (known has Jerry Stevens Shop) whether caused by the fault of myself, my family, guests, or other third parties.
- 3.) I agree to indemnify and defend Mike Hamlin, Jason Goligoski, Montana Sports Academy and/or their agents, against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which my in anyway arise from my or my family's use of or presence upon the facilities of 198 Kurtz Lane, Hamilton, MT-Jerry Stevens shop, Ravalli County.
- 4.) I agree to pay for all damages to the facilities of 198 Kurtz Lane, Hamilton, MT caused by my or my family's negligent, reckless, or willful actions.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERAIN LEGAL RIGHTS.

Dated: _____

Signature/Parent or Guardian: _____

(If under 18 years of age must be signed by Parent of Guardian)

Participant: _____

Address: _____ City _____ State _____

Telephone: _____

In case of emergency, please call _____ (Relationship: _____)