

Contract Agreement Between  
St. Mary's Dominican High School and the City of Harahan

In the interest of providing mutual benefits to both the City of Harahan ("Harahan") and St. Mary's Dominican High School ("Dominican"), ("hereinafter collectively referred to as "Parties") this agreement ("Agreement") is made and entered into by and between the Parties for the use of the Wilcox Field located on the Harahan Soniat Playground ("City Owned Property").

Harahan will provide recreational space at Wilcox Field for Dominican to hold softball games and practices for girls for a term commencing effective December 1, 2018 and ending June 30, 2019, as more specifically defined below. In consideration of which Harahan shall be paid twenty-five hundred dollars (\$2,500.00) within 7 days of execution of this Agreement by Harahan. It is expressly understood and agreed that Dominican, its students, employees, agents, family members, officers, volunteers, helpers, partners, organizational members, associates, corporations, invitees or guests shall also be allowed incidental use of restrooms, parking, walkways and other amenities available on the Soniat Playground City Owned Property.

Dominican will have access to and use of the Wilcox Field and incidental use of City Owned Property limited to those mutually agreed dates and times as the Parties agree in writing during: the first week in December 2018 and during the months of January 2019 thru April 2019, for softball practices and games; and, for one week in June, 2019 (dates and times to be determined) for Softball Camp. *Harahan agrees to maintain Wilcox Field in good condition during the term of this agreement.* (Cx)

Dominican agrees to defend, protect, indemnify and hold harmless the City of Harahan, and its employees, agents, Officers, Director, elected officials and assigns, from any and all claims of any kind or nature, including (Cx)

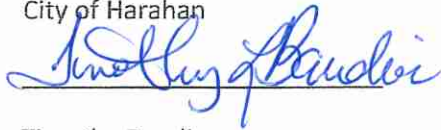
(Cx) but not limited to those claims for injury, death or property damage arising directly or indirectly from Dominican's use of the Wilcox Field or City Owned Property, made by any party including claims made by but not limited to Dominican's students, employees, agents, family members, officers, volunteers, helpers, partners, organizational members, associates, corporations, invitees or guests, *except to the extent caused by the gross negligence or intentional misconduct of Harahan, its employees, agents or representatives.* (Cx)

St. Mary's Dominican has provided, and during the term of this Agreement will continue to provide, a certificate of insurance to the City of Harahan, which provides evidence of general liability coverage of not less than \$2,000,000.00 per occurrences. St. Mary's Dominican also agrees to have the City of Harahan named as "Additional Insured" on the foregoing general liability policy for the dates of usage of the Wilcox Field or City Property. St. Mary's Dominican's liability insurance policy will be primary in the event of a

claim or cause of action against the Harahan. The aforementioned general liability policy shall be endorsed if and as necessary to meet foregoing requirements of endorsement and the policy's being primary in nature. Dominican shall cause its insurers for Workmen's Compensation and General Liability to waive subrogation as to Harahan and shall cause such waivers of subrogation to be endorsed on said policies and to appear on the Dominican insurance certificate issued to Harahan in accordance with this agreement.

This Agreement is effective as of the 1<sup>st</sup> day of December, 2018.

City of Harahan

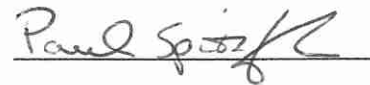


Timothy Baudier

Harahan Mayor

Date 2/13/19

St. Mary Dominican High School



Paul Spitzfaden

Athletic Director

Date 2/12/2019

and,



Dr. Cynthia Thomas, President

Date Feb 12, 2019

*(please see  
the 4 changes  
indicated)*