

## TOURNAMENT AGREEMENT

This AGREEMENT is made and entered into on this 14 day of April 2025, by and between Greene County Parks and Recreation, in the State of North Carolina, having its principal place of business at 229 Kingold Blvd, Snow Hill, North Carolina 28580. ("GCPR"), and Perfect Game SEC at 2607 Woodruff Road, Suite E227, Simpsonville, SC 29681 ("PGSEC").

WHEREAS the PGSEC desires to utilize property and/or facilities owned by Greene County Recreation for the purpose of hosting a youth sports tournament that is intended to attract youth sports teams to Snow Hill, North Carolina, and

WHEREAS GCPR encourages the attraction and hosting of youth sports tournaments for the purpose of generating local economic impact, and

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the PGSEC and GCPR, each for itself and its successors and assigns, intending to be fully and legally bound, agree as follows:

1. **CONTRACT DOCUMENTS.** The entire contract entered by GCPR, and the PGSEC may incorporate Special Provisions particular to the PGSEC and the tournament. If so, the Special Provisions are attached hereto as Exhibit A and incorporated herein by reference.

2. **PURPOSE.** The purpose of this agreement is to describe the conditions under which GCPR will provide use of GCPR property and facilities to the PGSEC for the purpose of hosting a youth sports tournament. It is understood that the PGSEC will charge participants fees for playing in the tournament and may charge entrance fees to the tournament.

Collection of all such participants and entrance fees is the sole responsibility of the PGSEC.

### 3. TOURNAMENT DATES (REMAINDER 2025):

April 12/13	May 24/25	July 5	August 16	Sept. 20/21	Oct 25/26
April 19/20	May 31/June 1	July 12/13	August 23/24	Sept. 27	Nov 1
April 26/27	June 7/8	July 19	August 30/31	Oct 4/5	Nov 8
May 3/4	June 14/15	July 26/27	Sept. 6/7	Oct 11	Nov 15
May 10/11	June 21/22	August 2	Sept. 13/14	Oct 18/19	Nov 22
May 17/18	June 28/29	August 9			

4. **FIELD RENTAL.** GCPR shall charge a field rental fee in the amount of \$250 per field per day to PGSEC.

5. **PRIORITY.** The PGSEC shall have priority use of the property and/or facilities owned by the Greene County Recreation Park for those events/activities sponsored by the PGSEC.

6. **INDEMNIFICATION.** Within the applicable laws of the State of North Carolina, the PGSEC agrees to bind their heirs, personal representatives, successors, and assigns, to assume all liability for accidents or injuries to persons, or damage to property (collectively "Liabilities"), that may be caused by the PGSEC. Neither the execution of this application nor the issuance of any permit, however, shall be construed to expand the legal obligations of the applicant to any third party.

**7. INSURANCE.** The PGSEC shall provide evidence of liability insurance naming the Greene County Recreation Park as an additional insured. Liability insurance shall be maintained in the amount of One Million and 00/100 (\$1,000,000.00) Dollars.

**8. INDEPENDENT CONTRACTOR.** The PGSEC acknowledges their status as an Independent Contractor and that neither the PGSEC nor any of the PGSEC's employees or agents are employees or representatives of the GCPR. The PGSEC shall release and hold the GCPR harmless from any liability for injury or damage to persons or property resulting from its use of this facility and shall indemnify the GCPR for any claims or damages arising hereunder. All tournament requirements must be met by the PGSEC.

**9. TOURNAMENT SERVICES.** GCPR/Greene County Recreation Park will provide the following services:

- a. Concession services.
- b. Field lighting, as needed.
- c. Portable pitching mounds.
- d. If the PGSEC requests quick dry, a \$16.00 per bag fee will be charged.
- e. A minimum of one field crew member per tournament. Additional staff may be provided if deemed necessary by Malcom Dawson, the Interim Director of Parks and Recreation for GCPR.
- f. Fully prepared fields before each day's games. If feasible, as determined by Malcom Dawson, the Director of Parks and Recreation for GCPR, field maintenance may be performed between games, if requested by the PGSEC at an additional cost.
- g. Optional field "machinery" grooming may be provided at an additional cost per field. A request for these services must be submitted to Malcom Dawson, the Interim Director of Parks and Recreation for GCPR during the request to host said tournament(s).

**10. TOURNAMENT REGULATIONS:** PGSECs are required to comply with the regulations of Greene County Recreation.

**11. PARK REGULATIONS.** Malcom Dawson, the Interim Director of Parks and Recreation for GCPR and/or designee reserves the right to dismiss any spectator or team who is in violation of posted park rules or who presents a risk to others.

**12. SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

**13. INTEGRATION CLAUSE.** This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, between the parties.

**14. TERM AND TERMINATION.** The terms of this agreement shall be from the date hereof and shall extend until terminated. Any party hereto may terminate this Agreement upon at least thirty (30) days advance written notice to the other parties.

**15. ANNUAL CONSULTATION.** The parties agree to review the operation of this Agreement annually or as needed.

16. **PROPERTY AND EQUIPMENT.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, or disposed of pursuant to this Agreement.

17. **DISPUTES.** If a dispute arises under this Agreement, it will be resolved jointly by Malcom Dawson the Director of Baseball Operations for GCPR and/or designee and the local representative of the PGSEC. If the dispute cannot be resolved, it will be elevated to West Raleigh Baseball Association Board and Chief Executive Officer of the PGSEC under the All-League Corporate Structure.

18. **FACSIMILE/SCANNED SIGNATURE.** The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

19. **NOTICES.** All notices and any payments hereunder may be delivered or mailed. If mailed, they shall be sent to the contacts at the following respective addresses:

To:

Green County Parks & Recreation  
229 Kingold Blvd  
Snow Hill, North Carolina 28580  
Attention: Malcom Dawson

PGSEC: Perfect Game SEC, LLC  
2607 Woodruff Road, Suite E227  
Simpsonville, South Carolina 29681  
Attention: Dominick Ferraro

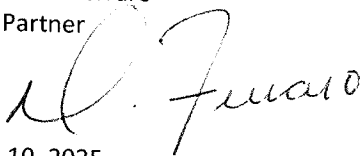
20. **FORCE MAJEURE.** In the event that at any time during the term of this Agreement, there are Compelling Circumstances, the Agreement can be amended or modified by written agreement signed by both parties or terminated by either party. Compelling Circumstances are defined as external occurrences that are unforeseeable by either party and include strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action and labor conditions, other public health related concerns or a state of emergency.

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

Perfect Game SEC:

Dominick James Ferraro  
Managing Partner

Signature:



Date: April 10, 2025

Greene County Parks and Recreation:

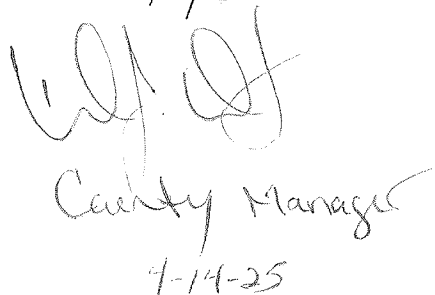
Malcon Dawson  
Interim Director of Park and Recreation

Signature:



Date:

4/14/25



County Manager  
4-14-25