

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF CONCORD  
AND  
CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT**

This Agreement is entered into pursuant to Sections 3 and 4A of Chapter 40 of the General Laws of Massachusetts, as amended, and pursuant to the vote under Article 32 of the 2007 Annual Concord Town Meeting. This Agreement is entered into between the Town of Concord (the "Town"), acting by and through its Town Manager, and the Concord-Carlisle Regional School District (the "District"), acting by and through its Regional School Committee, to be referred to hereinafter as the "Parties".

**INTRODUCTION**

The District owns the campus of the Concord-Carlisle Regional High School on Walden Street, Concord, MA (the "Site"). The Parties desire to enter into this Agreement pursuant to which the District shall agree to allow the Town, in compliance with applicable law, to design, construct, utilize and maintain playing fields and accessory improvements on a portion of the Site for joint use by the Town and the District.

Now, therefore, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

**AGREEMENT**

1. DATE OF AGREEMENT: June 15, 2007
2. DISTRICT'S ADDRESS: School Administration Building  
Meriam Road  
Concord, MA 01742
3. TOWN'S ADDRESS: 22 Monument Square  
Concord, MA 01742
4. PRIMARY PREMISES: Approximately 8.8 acres of land located on the Site as shown as "Area A" on the plan attached hereto as **Exhibit A** and made a part hereof (the "Plan").
5. AREA B PREMISES: Approximately 2 acres of land located on the Site as shown as "Area B" on the Plan. The Area B Premises and the Primary Premises are together referred to herein as the "Premises."

Wherever in this Agreement the term "Premises" is used, said term encompasses any and all playing fields, access roads, parking facilities, and other improvements built or to be built thereon, as the same may from time to time be

altered, reduced, enlarged or increased in accordance with the terms of this Agreement.

6. SITE. The Site is shown on the plan attached hereto as **Exhibit B** and made a part hereof.
7. TERM: The term of this Agreement shall be for twenty-five (25) years, commencing on June 15, 2007 (the "Commencement Date") and ending at 11:59 p.m. on June 14, 2032, unless extended or sooner terminated pursuant to any provision hereof (the "Term").
8. PERMITTED USES: Subject to the terms and conditions of this Agreement, the Premises may be used: (i) by the Town for the construction, maintenance and use of the Playing Fields (as defined below) and for uses normal and accessory thereto, including without limitation parking uses, and for no other purposes, unless the District otherwise explicitly agrees in writing and (ii) by the District for the use of the Playing Fields and for uses normal and accessory thereto, including without limitation parking uses, and for no other purposes, unless the Town otherwise explicitly agrees in writing. Any use of the Premises shall be in accordance with the provisions of **Exhibit C** attached hereto and incorporated herein by reference. Notwithstanding anything set forth herein to the contrary, the Town shall have no right to use the Premises prior to the commencement of construction pursuant to Section 11 hereof.
9. PERMITS: The Town shall obtain and maintain all necessary permits, licenses and approvals (including, without limitation, any special permits, variances or other zoning relief, any subdivision approval and any other building code or land use matters) required to allow the Permitted Uses on the Premises, including without limitation the design and construction of the Playing Fields (collectively, the "Permits"). The District shall reasonably cooperate with the Town in the Town's efforts to obtain the Permits. Notwithstanding the foregoing, the District will be responsible for obtaining any use-specific permits and approvals that may be required for a particular use that has not been permitted or approved.
10. PRIORITY FOR USE OF PREMISES: The Town and the District shall have priority rights to use the Premises as provided in **Exhibit C**; provided that, notwithstanding anything set forth herein to the contrary, the District shall be entitled to use the parking areas built or to be built on the Premises at any time so long as during all times when the Town has priority to use the Premises sufficient parking remains available for the Town's use of the Premises. Any change in these arrangements shall be subject to the written approval of the Town and the District.
11. CONSTRUCTION ACTIVITY:
  - (a) As of the date of this Agreement, the Town intends to construct two artificial turf playing fields on the Primary Premises. The Town shall be

permitted, however, to substitute a natural grass playing field for either or both of the artificial turf playing fields in the Town's reasonable discretion (such turf or grass fields, the "Playing Fields"). The Town shall have the right, but no obligation, to construct, expand or renovate the Playing Fields and to install accessory lighting, scoreboards, restrooms, a shed or storage building, access ways, parking areas, utilities, and other related improvements, provided that all such construction is in compliance with applicable law and the terms and conditions of this Agreement. If construction is undertaken by the Town on the Premises, such construction: (i) shall include at a minimum construction of (1) the Playing Fields with accessory lighting (2) the access road and parking area for at least 100 cars to be built on the Area B Premises as indicated on the Plan and (3) a strip of land of reasonable width between the Playing Fields and Route 2 and between the Playing Fields and the neighboring properties as contemplated by the Zoning Plans (as defined below) (collectively, the "Minimum Improvements"); (ii) shall be done in a good and workmanlike manner and in accordance with applicable laws, including but not limited to applicable bid laws and land use codes and regulations; and (iii) shall be prosecuted diligently through to completion as soon as reasonably possible in order to minimize, to the extent feasible, disruption to the District's activities on the Site, provided that the Town's obligation to diligently prosecute such construction shall not apply to the extent of any delays in permitting or construction resulting from an appeal or litigation brought by a third party in an attempt to restrict or prohibit construction at the Premises ("Third Party Delays"). Notwithstanding anything set forth herein to the contrary, if any construction is undertaken by the Town on the Premises, the Minimum Improvements once commenced must be completed as soon as reasonably possible and, in any event, by December 31, 2010, provided that such date shall be reasonably extended for any Third Party Delays (the "Outside Completion Date"). The Town's failure to complete the Minimum Improvements by the Outside Construction Date, as such date may be extended as provided above, shall constitute an event of default under this Agreement entitling the District to the remedies set forth in Section 28. In the event that construction is not commenced before the Outside Completion Date, this Agreement shall become void without recourse to the parties, and neither the Town nor anyone claiming under them shall have any further right to use the Premises.

- (b) The Town's construction activity on the Premises shall be substantially in accordance with the plans (the "Zoning Plans") that were submitted to the Zoning Board of Appeals for the Town in conjunction with a Town request for a special permit for the Playing Field construction (the relevant special permit decision was filed with the Concord Town Clerk on April 9, 2007). To the extent the Minimum Improvements or any other construction permitted hereunder is not covered by the Zoning

Plans, the Town shall submit detailed plans for all such construction to the District for the District's approval, not to be unreasonably withheld or delayed, prior to the commencement of any such construction. Any material changes to the Zoning Plans or any other approved construction plans and any material alterations of the Playing Fields or other improvements to the Premises after the same are constructed shall be permitted in accordance with applicable law and with the prior written approval of the District, which approval shall not be unreasonably withheld or delayed, after presentation of detailed plans showing any such changes and/or alterations and an explanation of the reasons therefore from the Town to the District.

- (c) All construction activity conducted by or on behalf of the Town on the Premises and the Site (as described below) shall be subject to site coordination, reasonable hour of operation requirements, and any other reasonable restrictions or requirements set forth by the District in written notice to the Town, including but not limited to the following restrictions: (i) all construction vehicles shall enter and exit via the Walden Street entrance to the Site and (ii) except as otherwise permitted by the District in writing, no construction vehicles shall enter or exit the Site from 7 a.m. to 8 a.m. and from 1:45 p.m. to 2:45 p.m. on weekdays during the school year.
- (d) During construction, the Town, at its expense, agrees to use reasonable efforts to relocate the portion of the cross-country course currently located on the Premises to another location on the Site substantially as provided in the Zoning Plans.

## 12. UTILITIES.

- (a) In connection with construction performed by the Town pursuant to Section 11, the Town shall have the right to maintain, repair, and replace in the Premises and on the Site utility lines, pipes, conduits and the like to serve the Premises, provided that any such work affecting the Site independent of the Premises shall require prior written approval of the District, which approval shall not be unreasonably withheld or delayed. All such activities shall be performed in accordance with applicable laws and at the Town's expense.
- (b) The Town and the District shall pay promptly and in a timely manner for each Party's proportionate share of all utilities furnished to the Premises beginning on the Commencement Date, including, but not limited to water and electricity charges. Provided that utilities furnished to the Premises are separately metered, utility bills will be delivered to the Town, and each Party's proportionate share of all utilities shall be reasonably determined by the Town based on each Party's designated usage times and the use of electricity, if any, for lighting the Playing

Fields during such times. If utilities are not separately metered, each Party's proportionate share of all utilities shall be reasonably determined by the District based on each Party's designated usage times and the use of electricity, if any, for lighting the Playing Fields during such times.

13. EASEMENTS AND COVENANTS. The Town's rights to use the Premises is subject to and with the benefit of all covenants, restrictions, easements, encumbrances, rights, and agreements of record to the extent in force and applicable, and it is subject to zoning, environmental and building laws, ordinances and regulations and such other laws, ordinances and regulations as may from time to time be applicable to the Premises and any facilities constructed thereon.
14. APPURTENANT RIGHTS. In connection with its Permitted Use of the Premises, the Town (and all persons claiming under the Town, including the Town's contractors, employees, agents, vendors, guests, and other Town invitees) shall have the nonexclusive right (in compliance with applicable law) to use (i) roadways, driveways, curbs, curb cuts, and all other similar facilities and areas of the Site necessary for access to and from the Premises, subject to the restrictions on access set forth in Section 11(c) above, and (ii) any parking areas on the Site provided that sufficient parking remains for the District's other uses at the Site.
15. TITLE. The District covenants that, as of the date of this Agreement, the District is the owner in fee simple of the Premises.
16. TERM OF AGREEMENT; TERMINATION RIGHT. This Agreement shall remain in effect for the Term. Provided that the Town is not in default of under this Agreement, the Term may be extended for one or more additional periods, if mutually agreed by the parties in writing and subject to compliance with applicable law; the Town shall promptly reply to any extension request by the District, and the District shall promptly reply to any extension request by the Town. Provided that the Town (i) has completed the Minimum Improvements as well as all other construction that has been commenced on the Premises (in accordance with Section 11 hereof) and after using diligent efforts to fund the Town's maintenance and repair obligations under this Agreement the Town is unable to fund such obligations, or (ii) has not commenced any construction on the Premises, then the Town may elect, upon written notice to the District, to terminate this Agreement without recourse to the Parties, and neither the Town nor anyone claiming under the Town shall have any further right to use the Premises.
17. ACCEPTANCE OF PREMISES. The Town agrees that, except as set forth herein, the Premises are being delivered "as is." The District shall not be responsible for any costs associated with the design, construction or maintenance of the Premises, and no representations or warranties, express or implied, respecting the condition of the Premises and no promises to alter, repair or

improve the Premises either before or after the execution hereof have been made by the District or its agents to the Town, unless the same are contained herein.

18. REAL PROPERTY TAXES. The Town shall not be subject to any real property taxes with respect to the Premises to the maximum extent permitted by law.
19. ADDITIONAL COVENANTS. The Town further agrees to conform to the following provisions during the Term:
  - (a) The Town will provide or contract for the removal of trash and refuse from the Premises. The Town and the District shall pay promptly and in a timely manner for each Party's proportionate share of the cost of all trash and refuse removal services furnished to the Premises beginning on the Commencement Date, as reasonably determined by the Town based on each Party's designated usage times. The Town shall be permitted by the District to use a dumpster or similar container, and the Town agrees to keep the area and vicinity where the dumpster is located in appropriately clean condition.
  - (b) The Town shall be responsible for security related to the use of the Premises, including without limitation reasonable safety measures, whenever the Premises are being used by the Town (or its guests or invitees), and the District shall be responsible for security related to the use of the Premises, including without limitation reasonable safety measures, whenever the Premises are being used by the District (or its guests or invitees).
20. TRANSFER OF RIGHTS. Notwithstanding anything set forth herein to the contrary, the Town covenants and agrees that it will not grant rights to use the Premises to any third party, except that the Town may, in compliance with applicable law and this Agreement, grant rights to its contractors to enter on the Premises to design, construct and maintain the Playing Fields and any related improvements and, if the Playing Fields (including any related improvements) are constructed, the Town may, in compliance with applicable law, grant rights to use the Playing Fields (including any related improvements) to its guests and invitees on a per use basis.
21. MAINTENANCE AND REPAIR
  - (a) The Town, at its cost and in compliance with all applicable laws, shall maintain and repair the Premises in a manner that is consistent with the maintenance of similar playing fields, parking areas and related improvements in the greater-Boston area.
  - (b) The Town shall line one or both of the Playing Fields to accommodate football, soccer and lacrosse. Provided that the District gives the Town notice of the District's intent to use the Playing Fields for field hockey reasonably in advance of the field hockey season, the Town shall line

one field to accommodate field hockey for the field hockey season as well. Any other lining shall be completed by the mutual agreement of the Town and the District.

- (c) Notwithstanding the preceding Section 21(a), the District shall be responsible for (i) the removal of snow and ice from the walkways, driveways and parking areas in the Premises and (ii) the reasonable costs for any maintenance, repairs or other expenses required as a direct result of any non-athletic use of the Playing Fields by the District. Except as expressly provided herein, the District shall have no obligation to maintain or repair the Premises.
- (d) The Parties may agree to an arrangement whereby the Town's maintenance responsibilities under this Agreement are performed by the District and a fair and reasonable fee is assessed to the Town therefor.

22. ALTERATIONS AND IMPROVEMENTS. After completion of the construction contemplated in Section 11 above, the Town shall be entitled to make alterations and improvements on the Premises; provided that any material alteration or improvement on the Premises shall require the prior written consent of the District in accordance with Section 11(b), which consent shall not be unreasonably withheld or delayed. Any and all alterations or improvements made or constructed by or on behalf of the Town on the Premises shall remain the property of the Town for the Term; provided that, at the end of the Term, all such alterations and improvements shall be and become the property of the District and may be retained by the District or disposed of by the District.

23. AREA B PREMISES RELOCATION.

- (a) Notwithstanding anything set forth herein to the contrary, the Area B Premises may be required by the District in the future for the replacement or expansion of the school buildings on the Site. If this is the case, the District shall be entitled to terminate the Town's right to use of the Area B Premises beginning no earlier than one (1) year from the Town's receipt of written notice of such termination from the District. In the event that the District terminates any such right to use the Area B Premises, to the extent permitted by law, the District will replace any parking lot and access road constructed by the Town on the Area B Premises with a substantially equivalent number of parking spaces and an access road (if necessary) at another location on the Site within a reasonable distance from the Primary Premises, such replacement to be at the District's cost and completed within a reasonable amount of time. From and after the completion of any such replacement parking spaces and access road as provided in this Section, the area of any such replacement parking spaces and access road shall be considered the Area B Premises for the purposes hereof, and the plans

attached hereto shall be amended accordingly at the District's cost and expense.

- (b) Except as provided in Subsection (a) above, in no event shall any construction performed by the District or on the District's behalf at the Site unreasonably interfere with the use by the Town of the Premises after the construction of the Playing Fields; provided that, in the event that any construction performed by the District or on the District's behalf at the Site unreasonably interferes with access to or parking at the Primary Premises, the District shall be permitted to provide temporary parking and access to the Primary Premises during any such construction.

24. SURRENDER. At the end of the Term, the Town shall surrender to the District the Premises in good order and repair, except for ordinary wear and tear.

25. PUBLIC LIABILITY INSURANCE

- (a) The Town and the District shall each keep in force from and after the date of this Agreement throughout the Term: (a) a Commercial General Liability insurance policy or policies protecting the Town and the District against liability to the public or to any guest or invitee of the Town or the District with limits (including excess or umbrella policies) not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 in the annual aggregate; and (b) insurance protecting against liability under Worker's Compensation Laws with limits at least as required by statute. The Town shall keep in force, from and after the date of this Agreement throughout the Term, "All Risk" property insurance covering any improvements on the Premises.
- (b) The Town and the District hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective Party but only to the extent of the net insurance proceeds payable under such policies and only to the extent permitted by their respective insurance policies. If available, each Party shall use reasonable efforts to obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver, provided that such special endorsements are available at no more than a nominal additional cost.
- (c) The Town and the District agree to use and occupy the Premises at the Town and the District's own risk. Except as otherwise provided herein, the District shall have no responsibility or liability for any loss of or damage to the Playing Fields or other improvements to the Premises other than such loss or damage arising out of the negligence of the



District or its contractors, students, employees, officers, officials, board members, agents, guests and invitees.

- (d) The Town shall require any and all contractors performing work at or on the Premises or the Site to furnish to the District prior to the commencement of any work by any of said contractors evidence of liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00), with respect to bodily injury and property damage liability insurance.
26. FIRE AND CASUALTY. In the event that any improvements on the Premises, including without limitation the Playing Fields, shall be partially or substantially damaged by fire or other casualty during the Term hereof, neither the Town nor the District shall have the obligation to restore the damaged improvements. If, however, the Town elects not to restore, it shall so notify the District in writing within ninety (90) days of the damage, and the Town shall raze the damaged improvements and remove all debris at its expense within ninety (90) days of giving notice not to restore, after which time this Agreement shall terminate and be of no further force or effect. If the Town elects to repair or restore the damaged improvements, it shall so notify the District in writing within ninety (90) days of the damage, and the Town shall restore the damaged improvements at its expense within ninety (90) days of giving notice to restore, and this Agreement shall remain in full force and effect.
27. EMINENT DOMAIN. If the Premises, or any material portion thereof as determined by the Town in its reasonable discretion, shall be taken by condemnation or right of eminent domain, the Town shall be entitled to terminate this Agreement, provided that such notice is given not later than thirty (30) days after the Town shall have received written notice that a taking has occurred. With respect to the amount of any award, whether pro tanto or final for any taking, the Town hereby waives all rights in any such awards, except awards to the Town for unamortized value of the Town's improvements on the Premises (including site work), and any separate awards which may be made for the Town's relocation expenses, business interruption and the like.
28. DEFAULT AND REMEDIES: If the Town should fail to comply with or breach any of the terms of this Agreement and shall not cure such failure or breach within: (i) 30 days after written notice of such default from the District to the Town, or (ii) if such failure or breach is of such a nature that the cure of the same will, with the exercise of reasonably diligent efforts, take longer than 30 days to cure and provided the Town commences such cure within such 30 days, 90 days after written notice of such default from the District to the Town, then the District may: (i) perform the Town's obligations hereunder and charge the cost for those obligations to the Town or (ii) declare the Town in default under this Agreement, terminate this Agreement and/or otherwise exercise such rights and remedies as may be available at law and in equity arising from such default by the Town.

If the District should fail to comply with or breach any of the terms of this Agreement and shall not cure such failure or breach within: (i) 30 days after written notice of such default from the Town to the District, or (ii) if such failure or breach is of such a nature that the cure of the same will, with the exercise of reasonably diligent efforts, take longer than 30 days to cure and provided the Town commences such cure within such 30 days, 90 days after written notice of such default from the Town to the District, then the Town may: (i) perform the District's obligations hereunder and charge the cost for those obligations to the District or (ii) declare the District in default under this Agreement, terminate this Agreement and/or otherwise exercise such rights and remedies as may be available at law and in equity arising from such default by the District.

29. MISCELLANEOUS PROVISIONS

- (a) Waiver. Failure on the part of either Party to complain of any action or non-action on the part of the other, no matter how long or often the same may continue, shall not be deemed to be a waiver of any rights hereunder. Further, no waiver at any time of any of the provisions hereof by either Party shall be construed as a waiver of any of the other provisions hereof; and a waiver at any time by either Party of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the District to or of any action by the Town requiring the District's consent or approval shall not be deemed to waive or render unnecessary the District's consent or approval to or of any subsequent similar act by the Town and vice versa.
- (b) Mechanic's Liens. The Town shall pay promptly for any work done (or material or service furnished) by or on behalf of the Town on or about the Premises or the Site, and the Town shall not permit or suffer any lien to attach to the Premises, the Site, or any other premises owned by the District. The Town shall immediately discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialmen's, or other lien against the Premises or the Site, any other premises owned by the District, the District and/or the District's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Town in, upon or about the Premises or the Site.
- (c) Invalidity of Particular Provisions. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

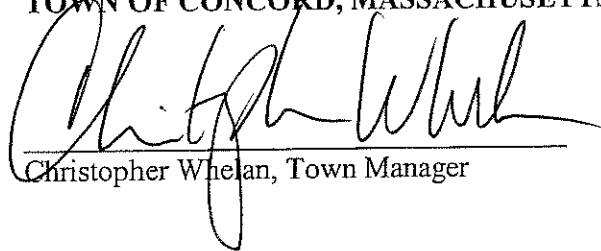
provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- (d) Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.
- (e) Section Headings. The section headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
- (f) Limitation of Liability. It is specifically agreed that the District's employees, officers, officials and board members shall never be personally liable for any judgment under or related to this Agreement. In addition, it is specifically agreed that the Town's employees, officers, officials and board members shall never be personally liable for any judgment under or related to this Agreement.

[remainder of page intentionally left blank]


WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed to be an original for all purposes as of the day and year first above written.

TOWN OF CONCORD, MASSACHUSETTS



Christopher Wheelan, Town Manager

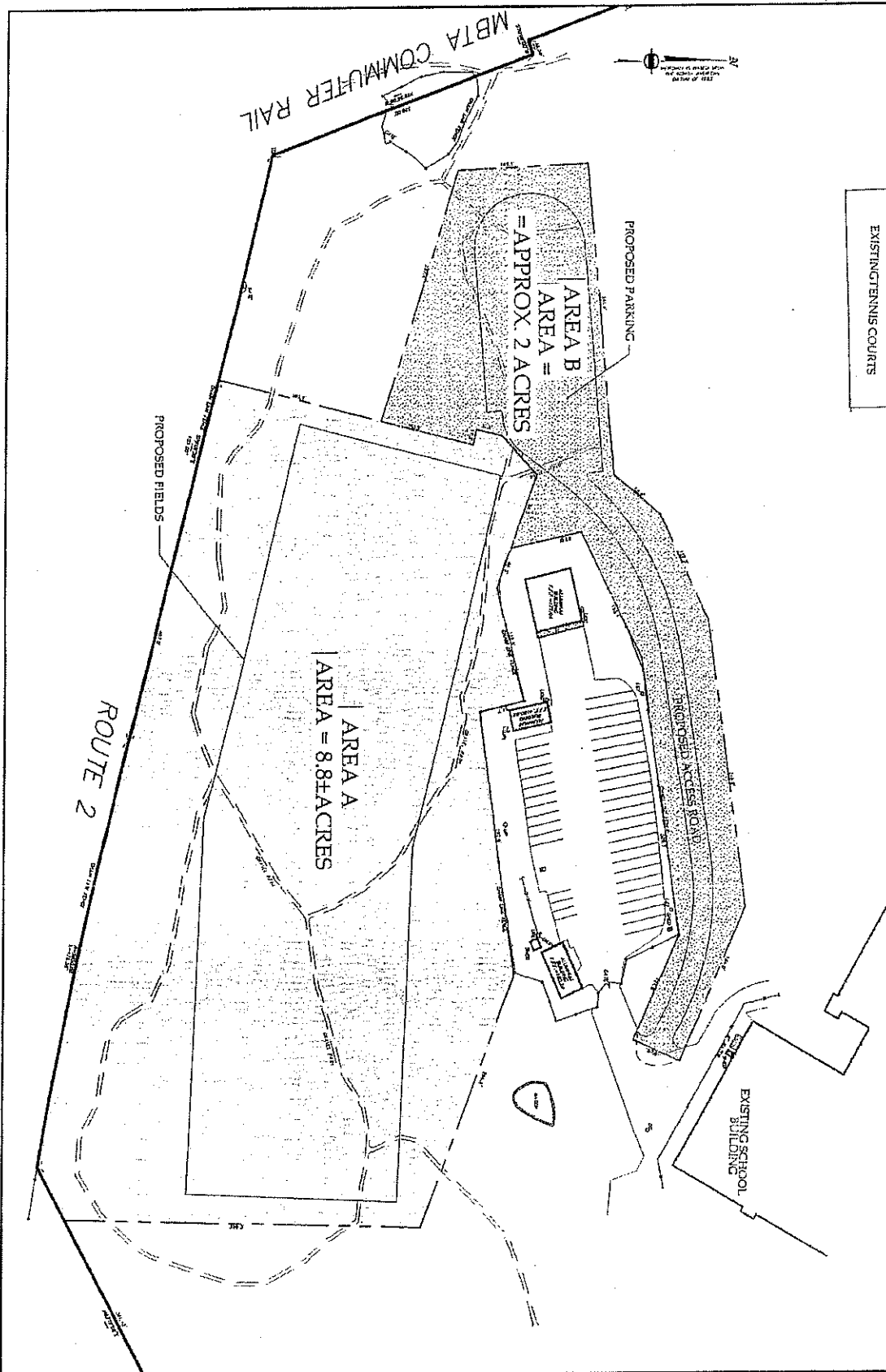
CONCORD - CARLISLE REGIONAL  
SCHOOL DISTRICT



By: MICHAEL E. FITZGERALD  
Its: CHAIRMAN, CONCORD-CARLISLE  
REGIONAL SCHOOL COMMITTEE

EXHIBIT A

PLAN OF THE PREMISES



EXISTING TENNIS COURTS

UNTERRA CONSULTING, LLC  
 12 Barbary Road  
 Lexington, MA 02421  
 Tel.: (781) 353-6084  
 Fax: (781) 861-7853  
 www.unterra.biz

EXHIBIT A  
 CONCORD-CARLISLE REGIONAL HIGH SCHOOL  
 CONCORD, MA

SCALE: 1"=100'  
 DATE: 5/24/07

Figure

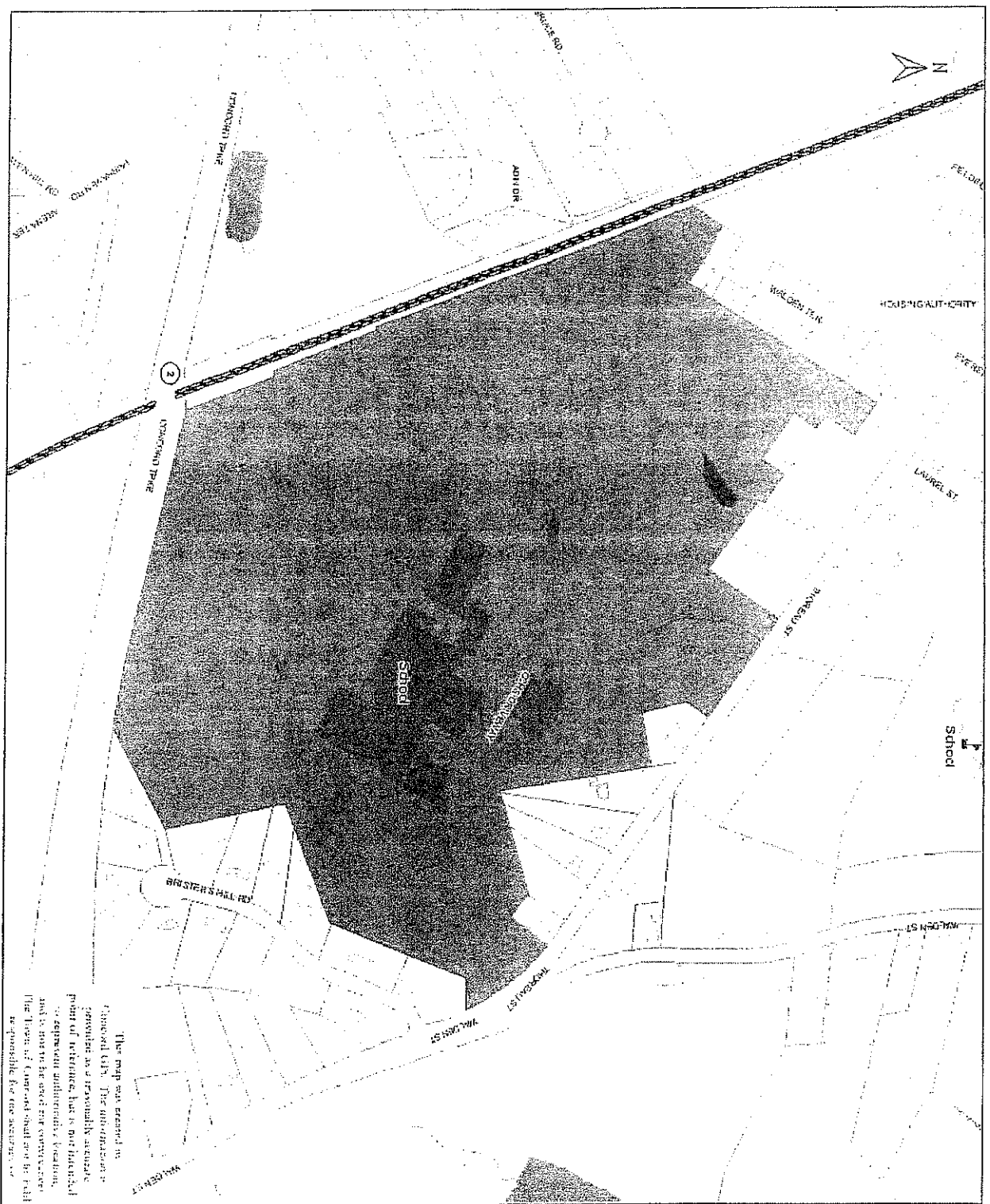
EXHIBIT B

PLAN OF THE SITE



- Town Boundary
- Abutting Towns
- Railroad
- Court House
- Fire Station
- Post Office
- Police Station
- Railroad Station
- School
- Municipal Offices
- Voter Center
- Steam
- Rivers & Ponds
- School Buildings
- Buildings
- Parcels
- Parcels with Cliffs

This map was prepared in Concord, NH. The information is provided as a reasonably accurate point of reference, but is not guaranteed to represent an individual's location, and is not to be used for conveyance. The Town of Concord shall not be held responsible for the accuracy of this map.



# Concord-Carlisle Regional High School Campus



## EXHIBIT C

### FIELD OPERATION

The Concord-Carlisle Regional School District and the Town of Concord have agreed on the following terms and conditions with respect to the use of the Premises:

1. Unless otherwise controlled by law (other than an ordinance passed by the Town), the Playing Fields may be used from 7 a.m. until 9:30 p.m. on a daily basis (in addition, field users will be permitted to leave the Playing Fields between 9:30 p.m. and 9:45 p.m.).
2. The District will have priority with respect to the use of the Premises: from 7 a.m. until 6 p.m. on weekdays during the school year and the last two weeks immediately preceding the date when school year begins (such date being the date students first report for class) (the "District's Priority Use Periods"). Notwithstanding the priority identified above, the Town shall be permitted to perform maintenance on the Premises between 7 a.m. and 3:30 p.m. on weekdays, provided that the Town (i) has notified the District in advance of such maintenance and (ii) the Town uses diligent efforts to minimize any disruption to the District's use of the Premises during these maintenance periods.
3. The Town will have priority with respect to the use of the Premises at all other permitted times other than the District's Priority Use Periods (the "Town's Priority Use Periods").
4. Notwithstanding anything set forth herein to the contrary, the District will be entitled to use the Premises free of charge.
5. The District will have priority over the Town to use the Premises during the District's Priority Use Periods, and the Town will have priority over the District during the Town's Priority Use Periods, but the District and the Town will not have priority to the exclusion of the other Party hereto during these periods. Rather, the District will be entitled to use the Premises during the Town's Priority Use Periods if the Town is not using the Premises, and the Town will be entitled to use the Premises during the District's Priority Use Periods if the District is not using the Premises. The District and the Town will coordinate scheduling for the use of the Premises as provided above.
6. Notwithstanding anything in this Agreement to the contrary, the athletic use of the Playing Fields by either Party shall always receive priority over any other proposed use of the Premises, even during the District's Priority Use Periods and the Town's Priority Use Periods.
7. In recognition of the Town's financial obligations to maintain the Premises, the District recognizes the right of the Town to generate revenues from non-school activities conducted at the Premises.

8. The District will retain all responsibility for scheduling at the Premises during the District's Priority Use Periods, and the Town will retain responsibility for all scheduling at the Premises during the Town's Priority Use Periods. Notwithstanding the preceding sentence, the Town and the District acknowledge that a designee of the Town may be permitted to conduct scheduling during the Town's Priority Use Periods on behalf of the Town.
9. Without the prior written consent of the District, the Town shall not permit the use of air horns or similar devices on the Premises. In addition, without the prior written consent of the Town, the District shall not permit the use of air horns or similar devices on the Premises. Both Parties agree that, whenever reasonably possible, the westernmost Playing Field shall be the primary field to be lit and the other Playing Field shall only be lit if the use of both Playing Fields is required at night.
10. The Town agrees to adhere to the District's policy regarding advertising and the naming of any of the Playing Fields or other improvements on the Premises, and any advertising or naming of the Playing Fields or other improvements on the Premises shall require the prior written approval of the District.