

PARKS & RECREATION FIELD RENTAL AND USE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2____, by and between _____ (herein referred to as "Renter") and Hyrum City Parks and Recreation Department (hereinafter referred to as "City").

The purpose of this Agreement is to set the terms and conditions under which the City will allow the Renter to use certain athletic field(s) located in Hyrum City, Utah subject to the terms and conditions contained in this Agreement. The renter understands that it must check the fields for safety before each use, to report unsafe conditions, and not to permit use on fields which are unsafe until the condition is made safe.

SCHEDULING FIELDS:

1. Hyrum City and Cache Valley Soccer League sponsored programs will always have priority to fields & surrounding facilities.
2. All rentals must be scheduled through the City, a minimum of 10 days in advance.
3. Dates of possible rental will be determined by the City. In case of inclement weather the City may cancel rental dates and agreement.
4. The City may refuse rental to anyone. Reasons may include but are not limited to; nonpayment, abuse of facilities, sportsmanship issues, lack of supervision, and disregarding policy, etc.

FIELD AND FACILITIES USE AND MAINTENANCE:

1. Weather may dictate usage of fields. The City will not allow fields to be played upon that are not in playable condition. Rescheduling may take place or rental money will be refunded. Daylight hours are defined as 8:00 a.m. to sunset.
2. All games/practices at East Park must end by 10:00 p.m. Lights at East Park will be turned off by 10:30 p.m. No one is allowed on the East Park ball diamonds between the hours of 10:00 p.m. and 8:00 a.m. Lights are not available at the Soccer Park all games/practices must be conducted during daylight hours. No one is allowed on the Soccer Fields between from dusk to 8:00 a.m.
3. Field sizes are set and are not negotiable. No painting, marking or altering of field is allowed.
4. Renter shall not, nor shall permit the following by any players, coaches, parents, officials, or spectators upon any City parks or playing fields: driving of motor vehicles; place lights on fields, mowing of grass, fertilizing; adjusting or shutting off of any sprinklers or sprinkler control clocks; changing of lighting times or controls; removal of sod; placement or removal of any structure without prior approval; and/or change in field dimensions or placement of fields.
5. Alcoholic beverages, drugs and smoking are prohibited at all Parks & Recreation facilities.
6. No outside concessions or merchandise will be sold on rental facilities without prior permission from the City.

RENTAL FEES:

1. Renter must pay a field rental fee based on the field use described as follows:
 - A. East Park Baseball/Softball Diamonds

1. Rental fee of \$15.00 per hour per field. This fee includes one field prep at the beginning of the day.
 2. Rental fee of \$35.00 per hour per field scheduled after daylight hours when lights are needed. This fee includes one field prep at the beginning of the day.
 3. Rental fee of \$25.00 per hour per field will be charged for all other activities that require lights.
- B. Soccer Fields
1. Rental fee of \$15.00 per hour per field.
 2. Lights are not available for soccer fields.
2. Field rental will not be officially scheduled until all fees are paid in full.

SECURITY DEPOSITS:

1. A \$200 Security Deposit is required on each rental and must be paid in full at least 10 days prior to the first day of the scheduled event or this agreement is void. The deposit shall cover damage, field rehabilitation, clean-up, and shall guarantee that the facility is left in proper condition and that all damage to the facility, regardless of cause, is repaired. The deposit refund shall be determined based upon the condition and repair costs of the facilities following and inspection by the City. Should the refund be disputed, the City Administrator shall make the final determination of the amount owed.
2. A \$50.00 Security Deposit will be charged to those renters wanting use of the restroom facilities. Renter is responsible to pick up a key the City Offices and to ensure restrooms are not damaged. Renter must leave the restrooms clean and locked, and the keys must be returned with 24 hours after the event is over or else the renter will forfeit the \$50.00 deposit.

LIABILITY INSURANCE:

1. Renter must provide proof of a \$1,000,000 liability insurance policy for each rental. The cost of such insurance is the responsibility of the renter. Renter shall provide proof of insurance to the City 10 days prior to the first day of the scheduled event or this agreement is void.
 - A. Minimum scope of Insurance – Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
 2. Property insurance against all risks of loss to any tenant improvements or betterments.
 - B. Minimum limits of Insurance – Renter shall maintain limits of no less than:
 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with general aggregate limits is used, either the general aggregate limit shall apply separately to this event/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Property Insurance: Full replacement cost with no co-insurance penalty clause.

INDEMNIFICATION:

1. Renter shall indemnify and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims arising out of the activities or omissions of the Renter, its officers, agents, employees, and other including its assignees.

- A. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses of whatever type and amount.
- B. Renter shall indemnify and hold harmless the City, its officers, agents, employees and volunteers from any and all claims involving worker's compensation and claims of injuries occurring upon or arising from the performance of this Agreement; Renter shall be solely and fully responsible for the payment of such claims.
- C. Renter shall indemnify and defend the City, its officers, agents, employees, and volunteers from any and all administrative claims and proceedings (such as alleged OSHA violations and similar proceedings) brought against the City, its officers, agents, employees or volunteers for Agreement activities.
- D. Renter shall be fully responsible for the training and equipping of its workers on the premises and for any failings in such training or equipment.
- E. Renter shall be responsible for the costs of any safety feature or improvements mandated by the performance of this Agreement.

PLAYERS' RELEASE:

- 1. The Renter shall not allow any player to participate in any activities on any playing fields owned or managed by the City unless the Renter has a current valid release of the City for each player that is signed by a parent/legal guardian or by the player if over 18 years of age.

CITY CONTACTS:

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| <ul style="list-style-type: none"> 1. Brad Call, Parks Superintendent
83 West Main
Hyrum, Utah 84319
(435) 245-6033 | <ul style="list-style-type: none"> 2. Ron Salvesen, City Administrator
83 West Main
Hyrum, Utah 84319
(435) 245-6033 |
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This Agreement will remain in effect for the times and dates for the fields attached hereto as Exhibit "A".

In witness whereof, the parties hereto have signed this Agreement this _____ day of _____, 20____.

Renter:

City:

 By:
 Title:
 Address:
 Phone #:

 By: Brad Call
 Title: Parks Superintendent

EXHIBIT "A"
FIELD/DATE/TIME SPECIFICATION

East Park:

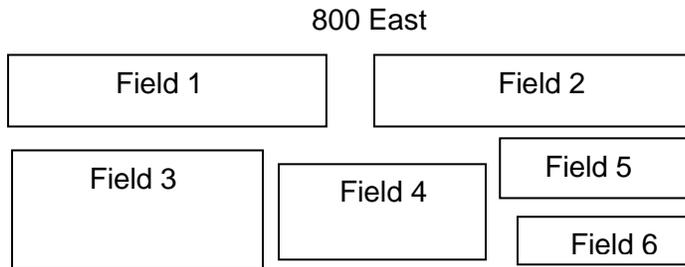
- T-Ball Field 1
- East Softball/Little League/T-Ball Field 2
- Center Softball/Little League/T-Ball Field 3
- Little League Field 4
- Softball Diamond Field 5
- Pony League/ Commercial League Field 6

Rental Dates: Sunday _____ Monday _____ Tuesday _____ Wednesday _____ Thursday _____ Friday _____ Saturday _____	Rental Times: from/to _____ from/to _____ from/to _____ from/to _____ from/to _____ from/to _____	Fee: _____ _____ _____ _____ _____ _____
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Total Rental Fee: _____

Soccer Fields:

- Field 1
- Field 2
- Field 3
- Field 4
- Field 5
- Field 6



Rental Dates: Sunday _____ Monday _____ Tuesday _____ Wednesday _____ Thursday _____ Friday _____ Saturday _____	Rental Times: from/to _____ from/to _____ from/to _____ from/to _____ from/to _____ from/to _____	Fee: _____ _____ _____ _____ _____ _____
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Total Rental Fee: _____

Specific game schedules must be submitted to the Parks & Recreation Committee 10 days before rental date.

FEE TOTALS:

Rental Fees	_____
Security Deposit	\$200.00
Restroom Key Deposit	\$ 50.00
Total Fees	_____

- Copy of Proof of Liability Insurance**

Amount _____ Date Paid _____ Receipt # _____