

BALLPARK FIELD USE AGREEMENT

THIS AGREEMENT made this _____ day of _____ between the City of Dell Rapids, South Dakota, hereinafter referred to as "the City", and _____, hereinafter referred to as "the User".

RECITALS

1. **The User** has requested that the City of Dell Rapids allow it to use certain athletic facilities and equipment owned by the City; and
2. **The City** is willing to allow use of certain athletic facilities and equipment under the specific conditions set forth herein:

NOW THEREFORE, in consideration of the payment of the fees as set forth, the parties agree as follows:

SECTION I

The facilities and equipment to be used is the City of Dell Rapids baseball and softball fields located at the City Park (Fields A&B), the Volunteer Field Complex (Fields C, D and E) and Rickeman Field Baseball Complex. The following equipment shall be used: (Check those which are applicable).

1. Concession Stand _____
2. Hand Tools _____
3. Chalk/Chalker _____
4. Bases _____

SECTION II

THE USER AGREES TO THE FOLLOWING REQUIREMENTS:

- A. The User shall be responsible for keeping the facilities in a clean condition, which includes picking up trash, and cleaning and maintaining the restrooms during and immediately after the use of the facilities and restoring the facilities to their conditions prior to use.
- B. The User shall hire its own score keepers and umpires.
- C. The User shall be responsible for spectator supervision and shall ensure that no glass containers are carried into any facility or onto the premises.
- D. The User shall be responsible for collecting any applicable fees from spectator and teams providing programs, if any.
- E. The User will inspect the facilities prior to signing this Agreement and by signing this Agreement agrees to accept the same in their present condition.
- F. The User will comply with any and all Ordinances and rules and regulations of the City of Dell Rapids affecting the use of this facility. It is the responsibility of the user to inform themselves of any such Ordinances and rules and regulations.

SECTION IV

The City shall make available to the User, hand tools and chalkers (lining of the field shall be taken care of by the User) for field maintenance. Bases are also available and should be used. The User shall be responsible for any equipment or facilities that are lost, damaged or destroyed.

SECTION V

All equipment belonging to the User must be removed from the facilities at the end of each event.

SECTION VI

The User agrees to indemnify and hold the City of Dell Rapids and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of facilities described herein. It is the intention of the parties that the City of Dell Rapids, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries to persons or their property. User expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this Agreement, and agrees to pay the City of Dell Rapids for all damages caused to the facilities resulting from user's activities hereunder.

SECTION VII

All leagues using the baseball field shall acquire and maintain at all times during the terms of this Agreement, a policy of liability insurance approved by the City of Dell Rapids City Attorney endorsing the City of Dell Rapids as a named "additional insured" and providing the following minimum risk protection:

- User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to the Agreement or be no less than two times the occurrence limit. User shall furnish the City of Dell Rapids with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement, name the City of Dell Rapids as an Additional Insured, and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the City of Dell Rapids.

SECTION VIII

The User represents that its activities, pursuant to this Agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe all safety rules for the facility and the activity. User acknowledges that the City of Dell Rapids has no duty to and will not provide supervision of the activity.

ASSURANCE STATEMENT

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their heirs, personal representatives, officers, directors, agents, employees, and successors or assigns, as the case may be.

Executed at Dell Rapids, South Dakota, on the date set forth at the outset herein.

User Signature

Date

This is to certify that the ballpark area and facilities have been inspected that they are clean and that the equipment to be used is in good condition prior to use.

User Signature

Date

This is to certify that the ballpark area and facilities have been cleaned to my satisfaction.

City Employee Signature

Date

This is to certify that all equipment used has been returned and is in good condition.

City Employee Signature

Date