

City of New Haven

101 FRONT STREET

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NEW HAVEN, MO 63068

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APPLICATION AND PERMIT FOR USE OF THE CITY OF NEW HAVEN PARKS AND RECREATION BASEBALL AND SOFTBALL FIELDS

User Agreement

This completed and signed User Agreement hereby grants permission to and authorizes the “User,” defined as Organization/User(s)’ participants, players, officers, agents, employees, guests, contractors, patrons, licensees, invitees, or any other person(s) entering upon the City of New Haven Parks and Recreation ball fields and at Lions Drive in the City of New Haven (“Lions Field” and “Bock Field,” hereinafter referred to as “ball fields”) with express or implied invitation of User(s), to conduct Softball/Baseball Practices, Events, Games and Tournament play, etc. at the ball fields for the specific purposes at the area(s) described later in this agreement.

User(s) Information

Date of Application: _____

Group/Organization: _____

Representatives Name: _____

Address: _____

Email address: _____

Contact Number(s): _____

Fields / facilities requested: Lions Field _____ Bock Field _____
Concession Stand _____

Dates requested (attach schedule or additional information if necessary):

Please read the following terms and conditions carefully.

Terms and Conditions

The City of New Haven Park Board (hereinafter referred to as “Park Board”), enters into this agreement with the above named User(s)/Organization for the purpose of permitting the User(s) the right to use the New Haven City Park ball fields (Lions Field and Bock Field), subject to the following terms and conditions.

1. **Rental fee.** For use of each ball field (Lions Field and Bock Field individually), User agrees to pay the rental fee of \$25.00 per field per day. For use of the Lions Field concession stand, User agrees to pay the rental fee of \$15.00 per day.
2. **User responsibility.** The User(s) shall be responsible for the actions of all persons in the User(s)' organization using the ball fields, concession stand or other facility located upon the grounds.
3. **Participant waivers.** Prior to using the ball fields, the User(s) shall cause each and every individual player and/or their parent, guardian or custodian to sign a release of liability holding the Park Board harmless as to any injury or property damage incurred by an individual player or User(s) while using the ball fields and while on the premises.
4. **Equipment.** Users shall require that their participants be provided with all necessary sports and safety equipment, approved head gear, bats, balls and gloves and any other necessary equipment. User(s) shall at all times cause games to be played in a safe manner and shall take all reasonable actions and precautions necessary to protect the safety of participants.
5. **City Park rules and regulations.** The User(s) shall advise their members of City Park rules and regulations, and shall require their members to follow said rules, to include though not necessarily be limited to, the following:
 - a. No person shall be on the City park grounds from after 12 a.m. until 6 a.m. without permission.
 - b. No vehicle parking on grass areas of the City park grounds without permission.
 - c. No use of tobacco within buildings or enclosed areas on the park grounds, to include dugout areas of the ball field(s).
 - d. Alcohol shall not be consumed on the ball fields or in the dugouts at any time.
 - e. No loud music, swearing, profanity, physical altercations or other like disruptions shall be tolerated at any time.
6. **Restriction(s) on use.** “User(s)” shall not:
 - a. Use or allow the ball field(s), concession stand or other facilities located on the grounds to be damaged or defaced in any way.
 - b. Use or allow the ball field(s), concession stand or other facilities located on the grounds to be modified or altered in any way, except as approved by the Park Board.

- c. Use or allow alcohol or illegal drugs to be consumed or taken by “User(s)” anywhere on the premises.
 - d. Use or allow profanity or physical altercations by User(s) anywhere on the premises or the ball field areas.
- 7. **Field preparation.** The Park Board, or its designee(s), (hereinafter “Park Board”) will prepare the fields one time for each day rented, weather permitting. Field preparation shall include, at minimum, dragging of the infields and striping of the baselines. The rental fee shall include use of the ball field lighting.
- 8. **Maintenance responsibility.** The Park Board shall be responsible for the maintenance of the fields and facilities located on the grounds. This agreement shall in no way be construed to create any obligation on the part of the Park Board to improve the fields and facilities above and beyond the conditions existing upon the effective date of this agreement.
- 9. **Concession stand.** The User(s) shall be solely responsible for all activities occurring in the concession stand. The User(s) shall comply with all applicable food or business licensing requirements or regulations as provided for by local, county, state or federal authorities and law. The User(s) shall be solely responsible for the cost of any licenses, permit and fees necessary (if any) for the operation of the concession stand.
- 10. **Rain dates.** User and Park Board may cooperate in determining if fields are playable due to weather conditions. For rain dates, rescheduling will be contingent on the availability of the field at no additional fee. In the event that the fields are prepared but play is cancelled for any reason, User agrees to pay the rental fee as herein provided.
- 11. **Public safety.** The Park Board, in its sole discretion, reserves the right the right to cause an interruption of any event, in the interest of public safety, and to likewise cause the termination of such event(s) when such act is necessary in the interest of public safety.
- 12. **Right to inspect.** The use of ball fields and premises shall, at all times, be subject to the control and direction of the Park Board. The Park Board and/or its representatives shall have the right, at all times, to enter the ball fields and premises to inspect and /or examine the premises for compliance with this agreement, and/or to otherwise perform their duties.
- 13. **Default of User(s):** It is agreed that if User(s) or any user members should fail, neglect and/or refuse to keep and perform any of the covenants, conditions or agreements contained in this Agreement, the Park Board, depending on the gravity or severity, may cause this agreement to be terminated, without liability to the Park Board, and without releasing User(s) from liability to the full amount of rent provided herein.

14. Payment for Damages: If it is determined, by the Park Board, that the ball fields, or parts thereof, have been damaged as a result of the User(s) activities, the Park Board will provide User(s) detailed billing, accounting for all repairs, replacements and/or restoration costs when such work has been completed. User(s) agrees to pay for any damages caused during the event, no later than thirty (30) days after receipt of an itemized bill from the Park Board. Failure to remit payment within the allotted time period will result in a charge of 5% interest of the balance due, compounded monthly. User(s) agrees to pay for any and all damages of whatever origin or nature, which may occur to the ball fields or facilities on the grounds, or any parts thereof, as a direct result of User(s) use of the facility for User(s) event(s), during the term of this agreement. User(s) agrees to pay for any and all costs incurred by the Park Board's repair, replacement and/or restoration of those areas, to a condition equal to that which existed at the time this agreement became effective.

15. Hold Harmless / Indemnification. To the fullest extent permitted by law, the User(s) agrees to indemnify, defend and hold harmless the City of New Haven, the City of New Haven Park Board, and together its officers, agents, volunteers, employees, lessees and invitees, from and against all suits, claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of the User(s), or of any member, participant, coach, agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of City of New Haven and City of New Haven Park Board, or any of its agents or employees. The indemnity provision of this paragraph shall survive the termination or expiration of this agreement.

16. Final agreement. The parties hereto certify that they have read this agreement and agree to comply with the terms mentioned herein.

Please print full name of User(s) Representative

Signature of User(s) Representative Date

Please print full name of Park Board Representative

Signature of Park Board Representative Date