BALLPARK FIELD USE AGREEMENT
Email to: hana@townofgilcrest.org

THIS AGREEMENT made this _____ day of _____ between the Town of Gilcrest hereinafter referred to as "the Town", and _____ hereinafter referred to as the "User".

RECITALS

1. **The User** has requested that the Town allow it to use certain athletic facilities and equipment owned by the Town; and

2. The Town 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

A. The facilities and equipment to be used is the Town's baseball field located at Liberty Park consisting of a baseball field, concession stand and restroom. 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:

B. 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.

C. The User shall hire its own score keepers and umpires.

D. The User shall be responsible for spectator supervision and shall ensure that no glass containers are carried into any lease facility or onto the lease premises.

E. The User shall be responsible for collecting any applicable fees from spectator and teams providing programs if any.

F. 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.

G. The User will comply with any and all Ordinances and rules and regulations of the Town along with State of Colorado Executive Orders and Public Health Orders 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 III

Fees for the use of the facilities shall be as follows:

Field Rental:

A. Adult Leagues-The adult leagues shall pay $50.00 per four hour period for the use of the Field which must be paid seven working days prior to the game. A seasonal damage and reservation deposit in the amount of $300.00 shall be paid to the Town within two weeks of the first game of the season. The Town shall retain the deposit until the completion of the season and it shall be returned upon the conditions set forth herein.

B. Children's leagues (under 18)-There shall be no charge for the use of the field by any teams organized with the Town limits of children under the age of 18.

C. Non-league users-$50.00 per four hour period (two teams) for the use of the field and $300.00 damage and reservation deposit for users. Reservations must be made 7 working days prior to the game. The damage and reservation deposit shall be returned upon the conditions ser forth herein.

D. Tournament Play-$50.00 per four (4) hour period for the use of the field and a $100.00 single day damage and reservation deposit (if not part of league season) will be charged to tournament users. Reservations must be made 7 working days prior to the tournament. The damage and reservations deposit shall be returned upon the conditions set forth herein.

E. Practice-$25.00 per two hour period (except in-town children's leagues and Valley High School Teams). Use for practices is determined upon availability and all previously scheduled activities shall take precedence.

SECTION IV

The Town shall make available to the User, hand tools and chalker's (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 all damages done to any equipment or facilities used or lost, destroyed or damaged.

SECTION V

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

SECTION VI

The User shall indemnify and hold harmless the Town against any and all expense liabilities and claims of every kind by and on behalf of any person or entity arising out of the conduct or action of the User, its employees, agents or participants in any event sponsored by the User.

SECTION VII

A. All leagues using the baseball field shall acquire and at all times during the terms of this Agreement, maintain a policy of liability insurance approved by the Town Attorney endorsing the Town a named insured and providing the following minimum risk protection:

    1. For any injury to one person in any single occurrence the sum of $350,000.

    2. For an injury to two or more persons in any single occurrence the sum of $990,000.

    3. Property damage insurance against all damage to the Town's facilities as a result of participant/spectator damages the sum of $990,000.

B. In the event that the Colorado Government Immunity Act shall be amended increasing the liability limitations applicable to municipalities during the term or extension hereof, the league shall increase said amounts to comply with such minimum standards.

C. In no event shall the signing of this agreement constitute a waiver of the liability limitations as set forth in the Colorado Governmental Immunity Act.

SECTION VIII

If the User fails to abide by the requirements as set forth herein or if the User fails to notify the Town of cancellation of the event at least seven (7) days prior to the event the User shall forfeit the damage and reservation deposit. The damage deposit will be returned in full or in part within seven (7) working days of the conclusion of the event if the facilities and equipment are returned as herein agreed. In the event of a partial refund of the damage deposit, the Town shall provide the User with a list of cost of cleanup and/or repair to any facilities and /or equipment.

ASSURANCE STATEMENT

In signing, it is agreed to hold harmless the Town of Gilcrest, its agents and employees against all expense, liabilities and claims of every kind by and on behalf of any person or entity arising out of the conduct or action of the User, its employees, agents or the participants in any event sponsored by the 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

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

_____

Town Employee

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

_____

Town Employee