



4222 NE Old Salem Road
 Albany OR 97321
 (458) 233-6300

Park Ball Field Use Request Form & Agreement

Organization Name:				
Contact Name:				
Address:				
City:	State:		Zip:	
Home Phone:	Cell Phone:		Work Phone:	
Fax:	Email:			
Projected Season Beginning Date:	Projected Season Ending Date:			

Field (N or S)	Days <i>(ex :M/W/F)</i>	Time <i>(ex: 7 to 10 pm)</i>	Usage Type (practice / games) <i>(ex: League Games)</i>	# of teams using each field
Teams: Total #:	Avg. # of players per team:			

Special Requirements:

The undersigned person affirms that he/she is an authorized agent of the applying organization and has read the **REQUIREMENTS FOR USE OF CITY OF MILLERSBURG BALL FIELDS** (attached) and affirms that the applying organization will fully comply with all requirements.

 Authorized Signer

 Date

Please drop off completed Request Form to the Millersburg City Hall or email to info@cityofmillersburg.org.

REQUIREMENTS FOR USE OF CITY OF MILLERSBURG BALL FIELDS

City Goal:

The City of Millersburg (City) desires to provide the community with various recreational opportunities and to promote and encourage sports participation in order to provide recreational services for our community.

Use of Millersburg Park Ball Fields:

1. Use of the ball fields and facilities will be in accordance with all applicable laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations which now exist or may be added in the future by the City.
2. The organization will provide and administer adequate personnel to supervise all activities which are under the control of the organization and which take place at the ball fields at the City of Millersburg Park.
3. All volunteers with the organization must undergo and pass, to the satisfaction of the City, a background screen prior to any assignment with any youth organization. Screening will be at the sole cost of the organization.
4. The organization will adhere to the schedule and locations provided on the **Millersburg Park Ball Field Use Request Form** attached and approved by the City.
5. The organization will retain title to all of its personal property placed at the City of Millersburg Park.
6. A schedule of dates for the use of the facilities will be coordinated and agreed to upon in advance by the organization and the City of Millersburg so as to avoid conflict between the City of Millersburg and the organization's use. Scheduling will be done annually in March for the coming year. Schedules are subject to changes due to the size of the leagues, field conditions, and other appropriate factors. Field use may be disrupted to make reasonable accommodations for City purposes.
7. The City shall retain the right to allow and approve ball field use by others during those times when the organization is not scheduled to use the ball fields as noted above.

Improvements:

The plans, specifications, and location for all improvements, structures, landscaping, and facilities made by the organization to the facilities shall be submitted to and approved by the City prior to the construction or installation of such improvement. Subsequent to approval, the organization will make routine maintenance improvements to the fields as necessary. No improvements will be installed or provided by the organization without the written permission of the City of Millersburg. This permission will be granted providing it can be shown the improvement will provide a benefit to participants and/or spectators **and** will not distract from the appearance and function of the park. The organization shall assume the costs of maintaining new improvement unless otherwise agreed, in writing, by the City of Millersburg.

Fees and Charges.

The organization will pay the City a fee of \$_____ per team, per _____, for use of the fields. Failure to pay any fees associated with this contract will constitute a breach of contract and be considered cause for immediate termination. Payment is due _____. **Said fee to be determined by the Millersburg City Council or its authorized agent.**

Indemnification and Insurance:

The organization agrees that it will indemnify and hold harmless the City from any and all liability,

claims, damages, expenses (including attorney's fees), proceedings and causes of action of every kind and nature, arising out of or connected with the use, occupation, management or control of the facilities. All organized sports groups are required to obtain a "certificate of insurance" in the amount of at least \$2,000,000 naming the City of Millersburg as additional insured or provide paperwork from their national organization that provides adequate liability insurance for both the user and the property owner (City of Millersburg).

All personal property housed or placed at the Park shall be at the risk of the organization and the City shall not be liable for any loss or damage to the organization's personal property regardless of the reason for the damage or loss.

Responsibilities of the City and the Organization:

The City will provide:

1. Mowing in accordance with the City's current mowing schedule and specifications.
2. Repairs and routine maintenance of City-owned facilities.
3. Provide fertilization and pest control for all fields, based on City standards.
4. Irrigation of the fields.

The organization will provide:

1. Field maintenance to include preparation of clay area lining of fields in accordance with the requirements below.
2. Obtain any necessary permit prior to placing on-site or off-site signs within the City.
3. Each day pick up all litter left after plan.
4. An immediate report to the City of any repairs deemed necessary.
5. Administer and manage all aspects of youth organization (including handling any disputes within the organization).
6. Maintain the organization's sponsor signs.
7. Administer and maintain appropriate levels of control over league background checks, including but not limited to providing necessary releases, obtaining signatures, maintaining confidentiality, maintaining records, and making decisions regarding suitability to participate for the organization's volunteers.
8. Store supplies in secure container at each field.
9. Chalking of lines.

Field Maintenance - When these fields are drug for game play, the drag pattern must be changed each drag running across the infield. We encourage the use of 2-4 different drag patterns. (This ensures that grade is maintained on the field, as it is costly to have someone come out and laser grade an infield which should only have to be done every 3rd year, rather than annually if drug with the same repeating pattern continually). Default would be to always finish the final drag from the outside edge of the field to the middle, keeping product on the field and not letting it get dragged out to the edges. Not adhering to this practice can ruin a field in five (5) weeks or less.

Organization agrees to NEVER use a machine drag within 12" to 18" of the lip. Lips areas (12" to 18") must be hand raked or hand drug. This is to prevent unnecessary lip build up that is very time consuming to fix. Not adhering to this practice can ruin a field in 5 weeks or less.

Moisture Management: The most important key to maintaining a quality infield. It is imperative that fields are not machine drug dry (water should be applied first in hot dry conditions) or the infield will turn into a washboard with ripples across it. This creates very dangerous conditions.

Batter Box: Should have rubber mats laid on the surface covering home plate and batters boxes in

between games and practices, this will help keep moisture in an area that requires high level maintenance to maintain a level playing surface. Users need to always replace mats, and add water prior to mat placement in hot weather conditions.

Post Play/Practice: Hand raking with a 4' to 5' landscape rake (preferably after adding some water, but not an absolute) will assist with minimizing holes and low spots due to compaction of infield amendment not being leveled out prior to impact from rain, equipment, players, and park users.

Post Play/Practice: Rake and or broom the turf lip area, even with proper dragging practices, players will kick and disperse infield amendment onto turf lip areas, a quick 5 minute job on these lips will prevent/minimize lip build up, which as mentioned above is very time consuming to fix once established.

Failure to comply with these requirements can result in termination of the this agreement.

Termination Procedure.

Termination of this Agreement by the City shall be by written notice directed to the organization. The City shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the organization. Upon termination by the City, all rights, powers, privileges and authority granted to the organization under this agreement shall immediately cease and the organization shall vacate the premises immediately.