

## **CITY OF CEDAR HILLS FACILITY USE AGREEMENT**

This User Agreement made and entered into this 1<sup>st</sup> of February 2016 by and between The City of Cedar Hills, hereafter referred to as "City", and Alpine Baseball League hereafter referred to as "User".

In consideration of the mutual promises and agreements considered herein, the City and User agree as follows:

**I. Purpose.** The City agrees to allow the User to use the City owned ("Property") Heitzel Park for the sole purpose of conducting a comprehensive youth baseball program that benefits the Cedar Hills community during the dates and times indicated below.

The User agrees to comply with the terms of the User Agreement, the rules and regulations of The City and applicable city, state, and Federal laws and regulations.

**II. Term.** The term of this User Agreement shall be for one season beginning on February 1, 2016 and continuing until December 31, 2016. The User shall have the right to use the property during the term of the Use Agreement.

The User shall provide the City Recreation Director with a copy of its schedule request before the start of any practice and play so the City can adequately prepare for facility use and to resolve any scheduling conflicts. This agreement only includes the specifically scheduled times (Exhibit B). The City reserves the right to schedule other entities into the park at its discretion. Every effort will be made to avoid conflict with league schedules. In the event this is unavoidable; the City will make every effort to provide as much advance notice as possible. The City reserves the right to delay use of the facilities if not enough time is available to prepare said facilities, i.e. the City reserves the right to set back the start of practice games or play if the request is not received by the City within 10 working days prior to start of practice games or play. If User wishes to alter the schedule after it is submitted, the City must receive and approve any such request. Such requests should be submitted at the earliest possible opportunity. Any changes requested less than 48 hours before scheduled events are likely to be denied due to insufficient time for staff to rearrange work schedules.

### **III. City Obligations.**

A. The City will maintain the playing fields for the normal games as scheduled on Exhibit A. Maintenance shall include:

1. Irrigation Systems
2. Mowing of playing surfaces
3. Maintain existing restroom facilities. This includes building repairs and maintenance for the roof, interior and exterior walls, doors, plumbing and electrical systems. It also includes providing typical restroom paper and soap products and routine cleanup for the restrooms.
4. The City will be responsible for providing trash receptacles and bags. Additional bags can be requested from the City.

5. The City will maintain the parking areas.
6. The City may conduct monthly meetings to discuss maintenance & league business.
7. The City will pay for utility services (water, electricity) at the Property.
8. The City will determine whether rain or inclement weather has made the field unusable by 3:30pm on scheduled game days and shall advise the field User.
9. Absolutely no play will be allowed when fields are closed due to weather. The City reserves the right to shut down the park complex if the staff feels it is necessary to do so.
10. The City timeline for annual preparation of this User Agreement is as follows:
  - A . First week in December, League Liaison review User Agreement and initiate possible changes.
  - B . Meet with City Engineer and City Administrator on or about December 15th, to review suggested changes and updates.
  - C. Prepare draft User Agreement to be ready in January. Meet with User for final review and draft. (if necessary)

#### **IV. User Obligation**

1. Prepare for games (drag infield, chalk base lines & batter boxes and install bases)
2. Nail drag and matt drag infields as needed.
3. Remove standing water and dry out playing surfaces for scheduled games.
4. Empty trash from receptacles when full or as needed & maintain restrooms on weekends and during tournaments to the extent User has scheduled games or tournaments on such weekends.
5. Pick up incidental trash on field & surrounding areas before and after games and practice.
6. Replace and tamp dirt into any holes dug by players into pitching mounds and outfield areas.

7. The User shall make by-laws and the most current financial reports available to anyone upon request within 72 hours.
8. Tournaments shall be scheduled in advance and User shall pay a fee of \$ 40.00 per field per day for additional maintenance. If there is any additional damage that results in on-call City staff being called out to repair damage (on weekends) you will be billed their pay for said event.
9. It is recommended that the User set aside funds to offset city costs of ground maintenance of fields, i.e. field enhancement; turf, grass, fertilizer, , etc. The City recommends \$1,000 be set aside for this, but the amount may vary from league to league.
10. The City reserves the right to charge a fee for any work done for special events and tournaments.
11. The City must be informed by the end of January each year if the league wants to apply for help with a capital project.
12. The City must be informed immediately when the league is bidding on or considering an additional tournament, (This, by no means guarantees approval of this extra tournament). If the extra tournament is approved, there will most likely be user fees imposed on the league.
13. Signage. The User shall post no signs on the property without prior approval of the City. All Signs must be in compliance with the City Sign Ordinance.
14. Vendors. Vendors will not be allowed to sell any product or service on Property without prior Approval from the City.
15. Structures. The User shall not alter or modify any existing building or structure nor build or locate any new building or structure on the Property without prior written approval of the City and the approval of all appropriate agencies.
16. General Liability Insurance. The User shall provide evidence of general liability insurance including contractual liability, personal injury, premises and operations, and broad form property damage. Such insurance shall provide for a one million dollar (\$1,000,000) general aggregate limit. Evidence of requested insurance should clearly show the City and League as an additional insured.

17. Alpine School League Indemnity/Release of Liability Agreement. If User has scheduled to use Alpine School League facilities through the City an Indemnity/Release of Liability Agreement needs to be returned along with this contract.
18. Termination of Agreement. This Use Agreement may not be assigned or transferred. The City shall have sole discretion to terminate the Use Agreement. Termination may result from User's failure to abide by the terms set forth in this agreement. In the event of a breach of the Use Agreement, the City shall try, if possible, to give the User an opportunity to timely correct the default.
19. Powers. The City shall have the power to remove any organization, or individual not abiding by this agreement or for conduct deemed inappropriate to the citizens of Alpine. The City may require the User to hire an off-duty police officer for tournaments or any games if it is determined the need exists.
20. Audit. The City reserves the right to perform an audit on any organization or league at any time.
21. Amendment. This Use Agreement constitutes the entire agreement between the City and the User. The Use Agreement can only be amended by a written amendment executed by the City and User.
22. By-laws. The City prior to the institution of this agreement must approve by-laws and constitution of leagues.

In witness whereof, The City of Cedar Hills and User have executed this Use Agreement on the day and date first written above.

City of Cedar Hills



By: David Bunker - City Manager



Attest: Colleen Mulvey - City Recorder

Users:



Brian Cropper - Cedar Hills President  
Lone Peak Youth Baseball League



**Cedar Hills City and Alpine School League  
Indemnity/Release of Liability Agreement**

**Indemnity**

I, the undersigned, on behalf of my organization/group/company (herein after the "User"), undertake and agree to indemnify, hold harmless and at the option of the Cedar Hills City (the "City") and Lone Peak Youth Baseball League (the "League"), defend the City and/or League and any and all of its Board, Council, officers, directors, agents, representatives, employees, assigns, affiliates, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any of the User's/persons, employees, agents, and volunteers, or damage or destruction to any property of either party to this agreement, or third persons in any manner arising by reason of or incident to utilization of any City and/or League facility or property (whether real or personal) on the part of the employees, agents, affiliates, representatives, patrons, residents, and individuals in any way connected with the use of the City and/or League's facilities and property except for the sole negligence of the City and/or League, or its Board, Council, officers, agents, representatives or employees.

In addition, User agrees to repair, solely at User's cost, all damage to City's facilities and/or equipment arising out of User's use or possession of said facilities and/or equipment.

User acknowledges that User has been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnity/Release of Liability Agreement.

User understands that, by signing this Indemnity/Release of Liability Agreement, that User relinquishes all rights or claims to adjudication or recourse to which User may be entitled in relation to any damages or injury that may arise out of the above described activities.

User warrants that User has entered into the releases and waivers contained in this Agreement voluntarily and that User makes them without any duress or undue influence of any nature by any person or entity.

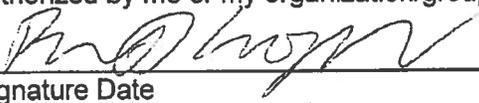
**Insurance**

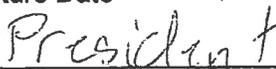
I shall furnish evidence of the following coverage to the City and/or League prior to the commencement of the utilization of the facilities and/or property:

**General Liability Insurance:** evidence of general liability insurance including contractual liability, personal injury, premises and operations, and broad form property damage. Such insurance shall provide for a one million dollar (\$1,000,000) general aggregate limit. Evidence of requested insurance should clearly show the City and League as an additional insured.

**Signature**

I, for and on behalf of my organization/group/company, have carefully read and understand the contents of the foregoing language, and I and my organization/group/company specifically understand and intend it to cover any and all use of the Alpine City and/or Alpine School League's facilities and property by employees, volunteers, patrons, residents, and all others authorized by me or my organization/group/company.

 \_\_\_\_\_ 2/22/16  
Signature Date

 \_\_\_\_\_  
Title Organization/Group/Company