

City of Shasta Lake Park & Recreation

Use Agreement

4477 Main Street, Shasta Lake, CA 96019 (530) 275-7455 FAX (530) 275-7462

This is an Agreement between the City of Shasta Lake (City) and _____ (User) for the use of fields at _____ entered into on _____. It is the intent of this Use Agreement to protect the User and City and to promote a professional working relationship between organizations that is in the best interest of all members of the Shasta Lake community. This Agreement is subject to the following conditions:

1. The term of this Agreement is for the period beginning _____ and ending _____.
2. User agrees to pay a pro-rata portion of maintenance and operations costs for the period of the Agreement.
3. User agrees to pay City a fee, as calculated on the Supplement Agreement attached hereto and made a part of this agreement, for engaging in _____ activities on City-owned facilities. This fee will defray maintenance, operations, and utility costs. Payment of one-half of the fees is due prior to the season start, and the balance at mid-season.
4. User shall provide City with a written schedule of requested facility use months, days, and times on the attached Use Agreement Application. **The written schedule shall include information for both practices and games.**
5. It is the responsibility of the User to keep the facilities and the areas immediately adjacent thereto in a high degree of cleanliness at all times following any organized event.
6. It is the responsibility of the User to exercise reasonable stewardship in the use of the facility and to leave the facility in as near a condition as possible to its original condition upon the termination of the Agreement. If this is not possible, the User shall provide the City with an approved schedule of work that will return the facility to its original condition.
7. It is the responsibility of the User to clear the fields, restrooms, concession, and bleachers of trash and equipment following each game or practice. Trash will be placed in the City-provided dumpster.
8. Field maintenance, including mowing, fertilization, and watering, shall be the responsibility of the City.
9. User shall provide a certificate of insurance which includes general liability insurance, with not less than \$1,000,000 combined single limit liability per occurrence, insuring against liability for bodily injury and property damage with respect to the premises or arising out of the use or occupancy thereof. All policies of insurance provided shall contain a provision naming City, its officers, agents, employees although named as an insured, shall nevertheless be entitled to recover under said policies for loss, injury, or damage to City by reason of the negligence of User on behalf of itself and its insurance carrier, hereby fully and completely waives any subrogation or reimbursement rights of any type against City for claims, judgments, settlements, defense costs or liabilities paid as a result of User use of the premises referred to herein.
10. User shall assume the defense of and indemnify and save harmless the City, its officers, employees, and agents from and against all actions, damages, costs, liability claims, losses, and expenses to which they may be subjected by reason of, or resulting from the performance of the Agreement by User.

11. User shall make no alterations, additions, or improvements in or on the facility unless first approved by the City in writing. Any such alterations, additions, or improvements made upon the City's approval shall become the property of the City and shall remain a part of the premises.
12. City reserves the right to consider the donation of time, labor, or materials in lieu of cash payment for user fees.
13. City reserves the right to enter the facility at any time and for any purpose, including, but not limited to, maintenance and repair of the facility.
14. Facility closure policy: Playing at a facility under any of the conditions listed below can damage the facility and make it unplayable. Play at any facility is prohibited under any of the following conditions:
 - The facility is closed by the City for renovation or repair
 - Standing water is present on the grounds
 - 0.25" of rain or more has fallen within the previous 24 hours
 - Grounds are frozen;
 - Grounds are wet and/or "spongy."
 - Grounds are muddy and soil clumps or clings to shoes;
 - Steady rain is falling
 - A lightning/electrical storm is occurring
 - The facility is deemed unsuitable for use by the City for any reason
15. User agrees to pay City for all costs related to callouts outside of normal City working hours due to facility lights being left on and/or access gates being left open as a result of User's use of the facility.
16. User shall provide the City with a copy of its organization's bylaws, including a list of officers and board members.
17. User is subject to the provisions of this Use Agreement, and will not discriminate or permit discrimination against any person or class of persons by reason of race, color, national origin, sex, or marital status in any way.
18. Users electing to use the scoreboard at Wynn Price Field shall be responsible for placing the scoreboard controller back into the lockbox at the conclusion of every game and locking the lockbox. Lockbox keys shall be returned to the City at the conclusion of the season.

 _____ (Print Name and Title)
 User Group

 Date

 City Manager
 City of Shasta Lake

 Date

City of Shasta Lake Park & Recreation Use Agreement Application

User: _____

Contact Person: _____

Mailing Address: _____

Phone/Email: _____

Facility: _____

Months of use: (example Feb-April) _____

Days of use: (example M-W or M,W,F) _____

Times of use: (example 7:00 p.m. – 9:00 p.m.) _____

Conditions

1. User shall provide own umpires/referees.
2. User shall provide sports field maintenance (i.e. field prep, bases, goals, chalk, etc.)

Fee Schedule

Team Cost: _____ teams @ \$40.00/team (Youth Leagues)= \$ _____

_____ teams @ \$100.00/team (Adult Leagues)= \$ _____

Electric Lights: _____ hours @ \$7.00/hr. = \$ _____

Scoreboard Use: \$50.00 per season \$ _____

Trash Disposal: \$100.00 per season \$ 100.00

Total Cost \$ _____

(attach additional sheets as necessary)