



City of Marysville Sports Facility User Agreement



This completed and signed user agreement hereby grants permission to and authorizes the "User" to use the desired City Recreation facility specifically described in this agreement.

User's Name _____ Phone # _____

Address (no PO Boxes accepted) _____

City _____ State _____ Zip Code _____

Email Address _____ @ _____

Organization/Group Affiliation: _____

("User") to utilize and occupy those areas and facilities of the City of Marysville Recreation Department ("City of Marysville") described below ("Authorized Areas") for the purpose or purposes of:

1. AUTHORIZED AREAS: User shall have the right to use the following described Authorized Areas. The City of Marysville reserves the right to control all Areas as they deem necessary. It is understood that it is the User's responsibility to prepare the authorized area/s for play.

<u>AUTHORIZED AREAS</u>	<u>Field</u>	<u>DATES</u>	<u>Cost Per Field</u>	<u>Total</u>
Ex. Mill Creek Park	City Field B	April 1 – July 14, 2014	N/A	0.00
2.				
3				
4.				
5.				
6.				
Total amount due:				

2. RENTAL: Facility Rental costs for athletic fields only apply if the "User" is holding the Event to make money for the group or organization. The rental for the Municipal Pool and the Shelter house are fixed fees. The User shall pay to City of Marysville, as rent for the use of the Authorized Areas, the greater of the following;

Fixed Rental Per Field per Day.....\$40.00

3. Concessions: No Concessions

4. Parking: No fees may be charged for parking.

6. COMPLIANCE WITH REGULATIONS: User, its officers, agents and/or employees shall comply with all rules and regulations governing the use and occupancy of Authorized Areas, as well as all applicable Federal, State and Local laws, ordinances and regulations.

7. RESTRICTION(S) ON USE: User shall not use or allow the Authorized Areas

- A).to be defaced or damaged and not to drive, or permit others to drive, outside of designated areas located therein,
- B).to be altered in any way.

8. CLEANLINESS AND WASTE: User shall keep, or cause to be kept, the Authorized Areas, driveways, adjacent thereto, and at all times, in a neat, clean and sanitary condition, and shall neither commit, nor permit, any waste or nuisance thereon. In User's failure to do so, City of Marysville may have such areas cleaned and charge User the cost(s) thereof.

9. DEFAULT OF USER: It is agreed that if **User** should fail, neglect and/or refuse to keep and perform any of the covenants, conditions or agreements contained in this Agreement, the **City of Marysville** may cause this agreement to be terminated, without liability to **City of Marysville**, and without releasing **User** from its liability to the full amount of rent or fees provided herein.

10. INTERRUPTION OR TERMINATION OF EVENT: The **City of Marysville** shall retain 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, in sole judgment of the **City of Marysville**, such act is necessary in the interest of public safety.

11. PAYMENT FOR DAMAGES: **User** agrees to pay for any and all damages of whatever origin or nature, which may occur to the Authorized Areas, or any other 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** agrees to pay for any and all costs incurred by the **City of Marysville** for the repair, replacement and/or restoration of those areas, to a condition equal to that which existed at the time this agreement became effective. **User agrees to pay for any damages caused during the event, no later than ten (10) days after close of event(s).**

If it is determined that the **facility**, or parts thereof, have been damaged as a result of the **User's** activities, the **City of Marysville** will provide to **User** detailed billing, accounting for all repairs, replacements and/or restoration costs when such work has been completed.

12. INDEMNITY: **User** shall defend and indemnify **City of Marysville**, their officers, agents and employees, while acting within the scope of its duties, from and against any and all actions, suits, proceedings, claims and demands, including attorney's fees and court costs, expense(s) and liabilities of any kind or nature whatsoever ("Claims") for injury to or death of person(s) or damage to property which may be brought and/or filed against, imposed upon or sustained by **City of Marysville**, their officers, agents or employees, based upon or arising out of:

A. Any act or omission by **User**, **User's** officers, agents, employees, contractors, patrons, guests, licensees, invitees, or any other person(s) entering upon the Authorized Areas, with the express or implied invitation of **User**;

B. Any violation by **User**, **User's** officers, agents, employees, contractors, patrons, guests, licensees, invitees, or any other person(s) entering upon the Authorized Areas, with the express or implied invitation of **User**;

C. The use or occupancy of the Authorized Areas by **User**, **User's** officers, agents, employees, contractors, patrons, guests, licensees, invitees, or any other person(s) entering upon Authorized Areas, with the express or implied invitation of **User**.

This indemnity shall not include claims based upon, or arising out of, the sole negligence, gross negligence, or willful misconduct of the **City of Marysville**, their officers, agents and/or employees. Furthermore, this indemnity shall not require payment of a claim(s) by the **City of Marysville**, their officers, agents and/or employees, as a condition precedent to the **City of Marysville's** recovery under the same.

13. FORCE AND EFFECT: This agreement shall not have force and effect unless, and until, the **City of Marysville** and **User** have executed the same, and the original hereof shall have been delivered to the **City of Marysville**. **User** covenants and agrees that full and faithful performance by **User** of all covenants, conditions and agreements on **User's** part, to be performed, shall constitute a condition subsequent to the continuance of this agreement.

14. VEHICLE ACCESS: There will be no vehicle access to the authorized areas by the **User**. In an emergency situation, emergency vehicles have equipment on board to gain access when needed.

15. PAYMENT: Shall be made to: **City of Marysville Parks & Recreation , 209 South Main Street, Marysville, Ohio 43040** at the completion of the event.

This signed user agreement hereby grants permission to and authorizes the "**User**" to conduct games and/or tournament play at the **City of Marysville Facility** for a specific purpose and/or area as describe earlier in this agreement. By signing this agreement, both parties hereby enter into a legal and binding agreement.

_____ Date _____
Laura Michalak, Recreation/Event Coordinator

User Representative _____ Date _____

Hold Harmless Agreement

Name of Event: _____

Location of the Event: _____

Date of the Event: _____

The user shall hold harmless, defend and indemnify the City of Marysville, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof against all claims, suits, actions, costs, attorney fees, expenses, damages judgments, or decrees, of every name and description, by reason of any person or persons or property being damaged or injured by the User/ Contractor/Producer or any of his Subcontractors, or any person employed under said User/Contractor/Producer, or under any of his Subcontractors, or in any capacity during the progress or arising or growing out of the event, whether by negligence or otherwise.

I (We) assume full responsibility for any damages to City of Marysville facility and/or property that occur as a result of the requested use. Furthermore, I (We) understand that City of Marysville, its staff, its boards and members of the Parks Department and Recreation Department, will not be held liable for any injury or damage which may occur to me, my guests, and/or members of the above-named organization and our property during our requested use of the facility. All applicants must provide a Certificate of Insurance per the attached outline requirements.

Name of Facility User, Contractor, Producer or Company:

Date: _____ Phone: _____ Fax: _____

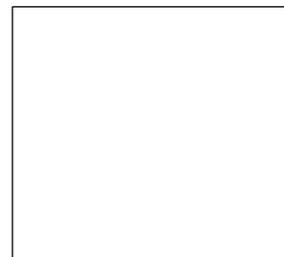
SIGNED: _____ DATE: _____
Event Representative

Printed Name: _____

Title: _____

Sealed and signed this _____ day of _____, 20____.

Notary Signature



For the City:

APPROVED _____ DATE: _____
City of Marysville Public Service Director

Please attach a copy of your organizations Proof of Insurance