LEHI CITY

# RECREATION

## Lehi City
## Baseball/Softball Field Rental Application and Policy

Name: _____Phone: _____

Organization: _____

Address: _____

# of People Expected at Activity: _____ Application Date: _____

Date(s) Requested: _____ From: _____ To: _____
Time(s) Requested From: _____ To: _____

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**Baseball/Softball Fee Structure**

| | |
|---|---|
| **Complex Rental** | $300 per day (Includes initial field preparation) |
| **Field Rental** | $20 per hour per field (Does **not** include field preparation) |
| | $65 per 4-hour block per field (8am – Noon, 1pm – 5pm, 6pm – 10pm) (Includes initial field preparation) |
| **Additional Field Prep** | $30 per diamond |
| | $40 per diamond (Saturday and Holidays) |
| **Field Lighting** | $20 per hour per field |
| **Deposit** | $500 for complex rental |
| | $30 per field per hour |
| | $100 per 4-hour block per field |

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### Fees and Charges

The Licensee agrees to pay, at the Lehi City Legacy Center, the following fees and charges for the use of the facility 5 working days prior to the date stated above:

| | | | |
|---|---|---|---|
| $_____ | Security, Cleaning and Damage Deposit | | |
| $_____ | Facility Rental | ____ Days @ | $_____ per day |
| $_____ | Field Rental (_____) | ____ Hours @ | $_____ per hour |
| $_____ | Ball Field Preparation | ____ Fields @ | $_____ per field prepared |
| $_____ | Ball Field Lighting | ____ Fields @ | $_____ per field per night |
| $_____ | **Total Deposit, Fees and Charges** | | |

**Employee Accepting Payment:** _____ **Date:** _____

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## Ballpark and Field Information

### Veterans Ballpark

☐ Field #1 Field Dimensions-Bases=_____Pitching Mound=_____

☐ Field #2 Field Dimensions-Bases=_____Pitching Mound=_____

☐ Field #3 Field Dimensions-Bases=_____Pitching Mound=_____

☐ Field #4 Field Dimensions-Bases=_____Pitching Mound=_____

☐ Field #5 Field Dimensions-Bases=_____Pitching Mound=_____

### Sports Complex

☐ North Field Field Dimensions-Bases=_____Pitching Mound=_____

☐ West Field Field Dimensions-Bases=_____Pitching Mound=_____

☐ South Field Field Dimensions-Bases=_____Pitching Mound=_____

(Field dimension information needs to be given at least 48 hours prior to your event, Lehi City is not to be held responsible for incorrect distances.)

## General Information

Fees must be paid before reservation is final. **All fees are double on holidays and holiday weekends:** Memorial Day and Labor Day weekends include Friday, Saturday, and Monday. All other holiday weekends include Friday and Saturday. If the holiday does not fall on the weekend, fees will only be doubled on the day of the holiday. No reservations will be made for Sundays.

Alcoholic beverages and smoking are prohibited in all City facilities and parks. The City reserves the right to deduct cancellation fees from Security Deposits. Security, Cleaning and Damage Deposits will be returned within 10 working days (Monday through Thursday) following the completion of the event.

## Field Rental Priority

Due to limited resources & high demand, fields are not available to be rented for practices, and organizations will be given game and special event rental preference in the following order:

**Tier 1: Lehi City Programs & Events.** Definition: Programs and events that are overseen by Lehi Recreation or other Lehi City departments.

> **Sub-tier A:** City Administered Programs & Events. Definition: Programs & events that are run by Lehi Recreation or other Lehi City departments.
> **Sub-tier B:** City-sponsored/Co-sponsored Programs & Events. Definition: Programs & events that are advertised by Lehi City, administered by other entities, with revenue sharing. Also other similar partnerships deemed beneficial by Lehi City.

**Tier 2: Other Government Sponsored Use.** Definition: Groups that are organized for instructional or government purposes. Such groups could include educational institutions, military groups, and other government entities whose purpose is to provide information and instruction.

**Tier 3: Developmental Programs/Charitable Entity.** Definition: Groups that exist for a special purpose or exist to provide opportunities for community as a not-for-profit, 501 C3. Volunteer driven entity (charitable, civic,

religious, and private use) that may solicits fees, dues, or contributions from the participants or public. The net proceeds are expended for charitable purposes or for the betterment of the community. This classification can apply to competitive leagues that adhere to the other Tier 3 classification requirements, private functions and events such as: family reunions, weddings, dinners, holiday celebrations and other such activities.

**Sub-tier A:** Previous Rental Groups in Good Standing. Definition: Groups that have an established history and will likely continue to operate in future years, demonstrated good relations with Lehi City and adhered to Lehi City policies, and maintained good relationships with the public and participants.
**Sub-tier B:** New Rental Groups. Definitions: New groups defined in Tier 3 classification that want to be considered after Lehi City has accommodated requests from those classified in Tier 3, Sub-tier A.
**Sub-tier C:** Youth Groups. Definition: Groups that administer programs or events for participants under the age of 18.
**Sub-tier D:** Adult Groups. Definition: Groups that administer programs or events for participants age 18 & above.

**Tier 4: For Profit/Commercial Business.** Definition: Groups that are commercial for-profit, non-profit, or any other organization that does not fall within any other classification. Groups that charge admission or other participation fees which will not be spent for charitable purposes or for the betterment of the community.

## Hold Harmless and Indemnity Agreement

As the representative of the above named group or organization, known as the Licensee, in consideration of the City granting license to use the above named facility, I, the undersigned, do hereby release, forever discharge and agree to hold harmless and indemnify Lehi City, Lehi City Parks and Recreation Departments, their officers, officials, employees and volunteers, for all claims, damages, demands, actions and causes of action at law or equity arising by reason of in manner growing out of participation in the above listed activity or event, including damages not yet ascertained or developed if any there shall be, whether arising in contract or in tort.

**Applicant's Signature:** _____ **Date:** _____

**Recreation Manager's Signature:** _____ **Date:** _____

# Lehi City Parks and Recreation
## Facility Reservation Policy and License Agreement

### Facility Rules
All groups and individuals that use any City facility or park including participants and spectators must abide by all City Ordinances. Those ordinances include, but are not limited to: No alcoholic beverages or smoking (including e-cigarettes) are allowed in City facilities and parks; Parking is allowed in designated areas only; Littering is prohibited (groups must clean up after themselves or be charged a clean-up fee); Pets are not allowed to run free in the parks; and no vandalizing. Ballpark rules include no soft toss hitting.

### Concessions
The granting of this license does not give the Licensee authority to sell food, drink, clothing, or souvenirs at the City facility or park.

### Non-Assignability
This license agreement is not assignable by the licensee either in whole or in part, nor shall the Licensee sublet the licensed premises or any part thereof without written permission of the City.

### Cancellation of License and Cancellation Fee
1. This License Agreement may be canceled for any reason by the Licensee by providing written notice. Cancellation by the Licensee is subject to cancellation fees. Licensee agrees to pay City for any and all costs incurred prior to written cancellation of this agreement plus a $20 cancellation fee if cancellation occurs within five working days or more of the scheduled event and or $50 if cancellation occurs within four working days or less of the scheduled event.

2. The City has the right to cancel this License Agreement for any reason within five working days or more prior to the event if said cancellation is made by no fault of the Licensee. In such case the City will notify the Licensee of said cancellation in writing stating the reason for said cancellation and will refund any and all fees, charges and deposits to the Licensee.

3. Cancellation may be made within four working days (Monday through Thursday) or less with written or verbal notice if said cancellation is the result of inclement weather or other natural disaster, which in the opinion of the City's official representative, renders the facility unusable. In the event of a cancellation contemplated by this subparagraph 3, the City will refund, to the Licensee, any and all fees, charges, and deposits, less actual costs associated with facility preparation that had occurred prior to the cause of the cancellation.

4. The City also has the right to cancel this License Agreement at any time and for any reason, with written or verbal notice, if said cancellation is the result of wrongdoing or misrepresentation by the Licensee. In such case the Licensee will forfeit any and all of the Security, Cleaning, and Damage Deposit, and all other monies deposited with the City to cover cancellation fees, any daily fees, any costs associated with facility preparation that had occurred prior to the cancellation, as well as costs for any damages to the facility that were caused by Licensee. In the event Licensee breaches the License Agreement and legal action becomes necessary to enforce the terms hereof, Licensee agrees to pay court costs and reasonable attorneys' fees.

### Liability Insurance
The Licensee shall obtain and maintain a $3,000,000 ($1,000,000 per occurrence/ $3,000,000 aggregate) Commercial General Liability Insurance obtained from a licensed insurance carrier naming the City as additional insured inclusive of the dates of the event or duration of the league for bodily injury, personal injury, and property damage. A copy of that policy shall be filed with the City Recreation Department at the time the Security, Cleaning and Damage Deposit is submitted and the Facility Fees and Charges are paid.

## Security, Cleaning and Damage Deposit

1. The Licensee agrees to keep the facility and surrounding area, including the parking lot clean and free of damage and vandalism. To insure that this is done, the Licensee will deposit with the City Recreation Office a check for the above-calculated amount at least five working days (Monday through Thursday) prior to the date listed above as the start of the event. If the facility and surrounding area is left clean and without damage, subject to inspection and reasonable approval by the City, the deposit will be returned within five working days after the date listed above as the end of the event.

2. If however, the facility and surrounding area are not cleaned or if damage is discovered the deposit or a portion thereof will be forfeited subject to actual damage or cleaning costs. The balance, if any, will be returned within ten working days (Monday through Thursday) of the completion of repairs or cleaning. It is recommended that the Licensee provide restroom attendants at the facility during the dates and times they use the facility. Said attendants should insure that the restrooms are kept clean and that no damage or vandalism occurs during use, thus insuring return of this deposit.

**Applicant's Signature:** _____ **Date:** _____

**Printed Name:** _____

**Title:** _____