



2020 BALLFIELD FACILITY USE AGREEMENT Town of Skowhegan Parks & Recreation Department

This Agreement is between the **Town of Skowhegan Parks and Recreation Department (Owner and Operator of the Facility)** and _____ for the use of the following Town Parks & Recreation Facility for organized game play_____.

TERMS OF AGREEMENT

_____ Must Provide the Town of Skowhegan with the following documents and all documents must be received prior to use of facility.

- ◆ Team Roster (Players & Coaches)
- ◆ Town COVID19 Player & Coach Waivers
- ◆ Master Schedule
- ◆ Certificate of insurance naming the Town of Skowhegan as a covered party. Said insurance shall include general liability in an amount not less than \$1,000,000 for the use of requested facility.
- ◆ Athletic Field Rental Application & Agreement
- ◆ Signed Ballfield Facility Use Agreement

1. Facility:

- a. The Skowhegan Parks & Recreation continues to maintain all responsibility and authority over field usage and use of the entire facility.
- b. The Skowhegan Parks & Recreation Department maintains ownership of the field, and all its contents; (i.e. bleachers, dugouts, signs, picnic tables, trashcans, etc.)
- d. The Skowhegan Parks & Rec will conduct safety inspections of facilities on a regular basis to make sure everything is meeting requirements and this policy.
- e. Consumption of alcoholic beverages and/or use of any tobacco products is prohibited on all recreation town properties.
- f. The Team Representative is responsible for any damage incurred to the property and or equipment as well as stolen property item that belongs to the Town of Skowhegan/Parks & Recreation Department.
- g. The Team Representative be responsible for making sure the facility is kept clean, organized and there are no hazards.
- h. The Team Representative will notify the Skowhegan Recreation Department of any issues or concerns.
- i. The Team Representative will make sure all Ballfield COVID-19 Safety Guidelines are being met during practices and game play as written.
- j. There will be no changes and/or additions to the ballpark; signs, structures, etc....
- k. No out of state teams, players and/or coaches allowed.

2. Scheduling:

- a. The Skowhegan Parks & Rec. Director or Maintenance Supervisor will notify the Team Rep. when fields are available for all practices and game days.
- b. The Team Representative will be or assign a Skowhegan Resident Designated Person who will be the only one allowed to reserve the field.
- c. Requests will be given tentative approval, contingent upon no interference with the SAD #54, Scheduled Maintenance and/or scheduled town programs/events.

3. Practice/Games & Tournaments:

- a. Practices & games are to be conducted if and after any daily maintenance has been completed.
- b. Ensure that a coach supervises all practices and games.
- c. Ensure all Ballfield COVID-19 Safety Guidelines are followed.
- d. No out of state teams, players and/or coaches allowed.
- e. Team Representatives will schedule 30 minutes in between so teams/groups do not interact.

4. Cancellations:

- a. The Town Parks & Recreation Department will notify League Representative of any cancellation due to inclement weather, unsafe playing field conditions, scheduled field maintenance and/or when there needs to be a change in schedule.
- b. Team Representative must contact the Skowhegan Parks and Recreation Department for scheduling and/or changes to any practices and games within a reasonable time period to check field availability and so changes can be adjusted on the master field schedule.
- c. Team Representative is responsible for notifying the public, teams, coaches and players of any league scheduling and/or cancellations.

5. Team Representative & Coaches:

- a. Team Representative must be responsible to abide by and enforce all Town, Department and State Policies and Procedures for the use of the town's facilities.
- b. The Town will maintain and reserve the right to re-negotiate and evaluate the league and its use of the field at any time during each season.

6. Field/Facility Maintenance:

- a. The Skowhegan Parks & Recreation will conduct their regular maintenance of fields (M-F).
- b. It is mandatory that a town maintenance staff person be hired at a rate of \$40.00 per staff, per hour to be on duty to maintain fields during tournaments. Rate will apply if League requests assistance during any games or outside staff times. Town motorized equipment is to be used only by Town Rec. staff.
- c. Team Representative are to ensure that turf damage does not occur from improper use & maintenance (i.e.; digging holes, utilizing fields when wet, proper raking and infield care, etc.)
- d. Team Representative be responsible to pick up and dispose of trash, cardboard and recyclables.
- e. Team Representative be responsible to pick up all litter in dugouts, bleachers, and around perimeter of facility after each use.
- f. Team Representative will be responsible for the repairs to the concession stands, bleachers, dugouts, signs, picnic tables, trashcans or any town equipment if damage is done during the entire season.
- g. The Skowhegan Parks & Recreation Department will maintain the fields and surrounding area by mowing and removing trash from receptacles, tree/limb removal when necessary as well as yearly routine responsibilities of bleacher, dugout and fence repairs.
- h. The Skowhegan Parks & Rec will provide necessary bases in order for the field to be used.

7. Parking:

- a. The Team Representative will ensure that No vehicles are driven or parked on the grass/field areas behind or around the Community Center.
- b. Parking will Only be allowed on the designated parking lots provided during the season except for emergencies.

8. Equipment/Supplies:

- a. The Team Representative will be responsible for supplying your own first aid supplies for all.
- b. The Team Representative will be responsible to provide all game supplies, equipment, umpiring equipment and uniforms.

9. Fees:

- a. The Team Representative will be responsible for paying for additional maintenance staff and/or supplies.

General Agreement Conditions

The Town of Skowhegan will be held harmless of any wrong doing done by the Team Representative and/or League and its officials while conducting business at the Town Ballfield Facility.

Nothing in this agreement shall be constructed to be a granting of ownership rights to the Team/League. All ownership and rights to use the property shall remain with the Town of Skowhegan who further retains all rights to make any change of decision deemed to be in the best interest of the Town. The Town of Skowhegan Parks & Recreation Department maintains and reserves the right to re-negotiate and evaluate the team/league and its use of the field during the season.

The Town of Skowhegan reserves the right to revoke and cancel this agreement if any of the conditions are not abided by.

Christine Almand, Town Manager

Date

Denise LeBlanc, Parks & Recreation Director

Date

The undersigned certifies that they have the authority to sign on behalf of the organization or other persons who will be using the town facility for which this agreement is granted. The undersigned further assumes full responsibility for the supervision of the organization and the safety of other participants who will be the facility and hold harmless the Skowhegan Parks & Recreation Department and any agent of said town of any liability or responsibility and further agrees to indemnify them and hold harmless from any losses, including court costs and/or attorney fees.

Skowhegan Resident League Representative

Date