



PROVO PARKS & RECREATION

FACILITY RESERVATION POLICY AND LICENSE AGREEMENT

Updated 2/2018

An agreement made this _____ day of _____, _____, between the Parks and Recreation Department of Provo City, a municipal corporation of the State of Utah, hereinafter called "City" and _____ of _____, hereinafter referred to as "Licensee", to use the designated rental fields owned by the City on the dates provided by Licensee and for the purpose specified; subject to the following terms and conditions:

Facility _____

Activity _____

Dates _____ Times _____

A // 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: Alcoholic beverages and smoking are prohibited in City facilities; 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; No defacing or vandalizing public property; No loud music or other public disturbances. Ballpark rules include no soft toss hitting against existing fences. All reservations must be made at least two weeks in advance of event.

B // CONCESSIONS

The granting of this license does **not** give the Licensee authority to sell food, drink, clothing, or souvenirs; the selling of any items at Provo City parks is prohibited by Provo City municipal code.

C // LIABILITY INSURANCE

The Licensee shall obtain and maintain a policy of 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. The limits of coverage of the policy shall be \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. A copy of that policy shall be filed with the City Parks and Recreation Office at the time the Security, Cleaning and Damage Deposit is submitted and the Facility Fees and Charges are paid.

D // 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.

E // 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 the City for any and all costs incurred prior to the written cancellation of this agreement plus a \$50 cancellation fee if cancellation occurs within five (5) working days or more of the scheduled event or \$100 if cancellation occurs within four (4) working days or less of the scheduled event.
2. The City holds the right to cancel this License Agreement for any reason within five (5) working days or more prior to the game(s) 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 with four (4) working days 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 unplayable; in which case 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 holds 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 or all of the monies deposited with the City and will pay a \$100 cancellation fee, 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 the 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 a reasonable attorney's fee.

F // SOCCER GOAL ANCHORING AND STORAGE

The City will provide soccer goal anchors and storage chains according to Consumer Product Safety Commission (CPSC) guidelines. It is the responsibility of the Licensee to ensure that goals are properly anchored when in use and properly stored upon completion of reservation. The City uses a semi-permanent anchoring system which requires that all goals are provided with underground anchoring tubes and chains which connect to the goal. The Licensee will inform the City of any missing chains or locks that may prohibit proper anchoring or storage procedures. Goals must be secured to anchors whenever they are not in the proper storage position. CPSC guidelines for storage are as follows: Place the goal frames face to face and secure them at each goalpost with a lock and chain.

G // HOLD HARMLESS AND INDEMNITY AGREEMENT

User agrees to indemnify and hold the City of Provo harmless from any and all loss, injury or damage to the Premises caused by User, its guests or invitees, or to the personal property or persons of User, its guests and invitees on the Premises during User's use of the Premises, unless the loss or injury is solely caused by the gross negligence or willful misconduct of the City of Provo, its officers, employees, or representatives.

H // SECURITY, CLEANING AND DAMAGE

1. The Licensee agrees to keep the facility and surrounding area including the parking lot clean and free of damage or vandalism. To insure that this is done, the Licensee will deposit with the City Parks and Recreation Office a check in the amount of \$250 for leagues and \$100 for single-day events/tournaments at least five (5) working days 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 by the City, the deposit will be returned within four (4) 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 eight (8) working days of the completion of repairs or cleaning. It is recommended that the Licensee provide restroom attendants at the facility during the days and times they use the facility. Licensee will not alter playing fields in any way. Said attendants could ensure that the restrooms are kept clean and that no damage or vandalism occurs during use ensuring return of this deposit. The Licensee will also be billed if the actual damage costs exceed the deposit amount.

I // FEES AND CHARGES

The Licensee agrees to pay, at the City Parks and Recreation Office, the following fees and charges for the use of said facility five (5) working days prior to the date stated above. Failure to remit fees on time may result in Licensee losing access to fields and facilities:

\$_____ Security Deposit (\$250 for leagues and \$100 for single-day events/tournaments)
 \$_____ Key Deposit _____Keys @ \$ 50.00 per key Payment Type:_____
 \$_____ Facility Rental _____Days @ \$_____per day
 \$_____ Field Rental (_____) _____Hours @ \$_____per hour
 \$_____ Ballfield Preparation _____Fields @ \$_____per field prepared
 \$_____ Ballfield Lighting _____Fields @ \$_____per field per night
 \$_____ Supervisor _____Hours @ \$11.00 per hour
 \$_____ **TOTAL DEPOSITS AND CHARGES REMITTED ON** _____/_____/_____
 Month Day Year

By Employee _____

FIELD USAGE RECONCILIATION

+\$ _____ Additional Field Prep _____ Fields @ \$_____per field (Billed for actual use after event)
 +\$ _____ Supplies, if needed: (_____) (Billed for actual use after event)
 +\$ _____ Cancellation Fee (Based on actual costs)
 +\$ _____ Under charges: Rental \$_____; Prep \$_____; Lights \$_____
 Supervisor \$_____; Score. \$_____
 +\$ _____ Charges for Cleaning or Damage: Explanation: _____
 -\$ _____ *Security, Cleaning and Damage Deposit Previously Remitted
 -\$ _____ Overcharges: Rental \$_____; Prep \$_____; Lights \$_____
 Supervisor\$_____; Score. \$_____
 -\$ _____ Key Deposit: Key(s) Return Date: _____Deposit Return Date: _____
 \$_____ If Negative Balance: **Return to Licensee or If Positive Balance: *Bill Licensee

* The City reserves the right to deduct cancellation fee, additional costs above those estimated and/ or charges for indicated cleaning or damage from the Security, Cleaning and Damage Deposit and bill Licensee if additional costs are indicated.** Balance to be returned no more than eight (8) working days after completion of event along with Security, Cleaning and Damage Deposit if money is due.

LICENSEE

By affixing a signature, the Licensee states that he/she has read, understands and agrees to all of the terms and conditions of this License Agreement and acknowledges that he/she received proper authorization from the organization specified below to sign this license on behalf of the organization.

Licensee _____ Date _____

Organization _____

Address _____ City _____ State _____ Zip _____

Phone (W) _____ (H) _____ Email _____

APPROVED BY

Recreation Supervisor _____ Date _____

Assistant Recreation Director _____ Date _____

FEE STRUCTURE

BASEBALL / SOFTBALL FIELDS

TIMPVUE BASEBALL FIELD

(Available for league and tournament play only)

HARMON SOFTBALL COMPLEX

SUNSET VIEW SOUTH BASEBALL FIELD

\$25 per hour per field.

\$75 per ½ day per field or 4 hour block

\$150 per day per field

(Price includes initial field preparation, but does not include use of lights)

FOOTPRINTER SOFTBALL COMPLEX

(Available for league and tournament play only)

\$300 per ½ day or 4 hour block

\$600 per day

(Price includes initial field preparation, but does not include use of lights)

FORT UTAH BASEBALL COMPLEX

\$25 per hour per field

\$150 per ½ day or 4 hour block

\$300 per day

(Price includes initial field preparation)

LIONS, WASATCH, & ROTARY BASEBALL FIELDS

Facilities are available on a first-come, first-served basis unless in use for city programs or school district events. All users must yield to city and school district events. No other reservations will be taken.

FIELD LIGHTING

\$25 per hour per field (Footprinter, Harmon, Sunset View) Light availability is park specific according to these tentative guidelines:

Footprinter Softball Complex: April 1st - October 1st

Harmon Softball Complex: April 1st - October 1st

Sunset View Baseball Park: May 1st - July 30th

ADDITIONAL FIELD PREPARATION

\$25 per diamond (Field prep in addition to initial prep)

\$40 per diamond (Saturdays & Holidays)

SOCCER FIELDS

WESTRIDGE (ROTARY) SOCCER FIELDS

GRANDVIEW SOUTH WEST FIELD

SERTOMA SOCCER FIELDS

\$20 per hour per field for youth resident teams

\$30 per hour per field for youth non-resident teams

\$30 per hour per field for adult teams

By signing the License Agreement, Licensee commits to provide verification of youth resident status upon request. Failure to provide documentation or falsification of records may result in termination of contract.

RUGBY FIELD

FORT UTAH PARK

\$20 per hour for youth resident teams

\$30 per hour for youth non-resident teams

\$30 per hour for adult teams

PAINTING LINES

\$100 per field per application for initial field set up

\$45 per field to remark established fields

(paint, equipment included)

TENNIS COURTS

Tennis courts are available on a first-come first-served basis unless a prior reservation exists.

SINGLE COURT RENTAL

\$10 per hour per court

2 COURT COMPLEX

\$50 per ½ day (4 hour block)

\$100 per full day (More than 4 hours)

3 COURT COMPLEX

\$75 per ½ day (4 hour block)

\$150 per full day (More than 4 hours)

6 COURT COMPLEX

\$150 per half day

\$300 per full day

*ALL FEES ARE DOUBLE ON HOLIDAYS OR 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 double on the day of the holiday. No reservations will be made on Sundays.