

Ogden City Parks & Recreation
ATHLETIC FACILITY RESERVATION FORM
LEAGUES/TOURNAMENTS/PRACTICES

PLEASE TYPE OR PRINT LEGIBLY- fill out ALL requested information on all three pages of this form. To schedule a facility, a reservation must be made at least two weeks in advance of the rental date. Priority will be given to Ogden city partners first. The facility will be considered reserved on the dates and times requested when we have received (a) the certificates of insurance (b) the league schedule(s) (c) all fees & deposits.

To cancel a rental, a seven-work day (7) advance notice is required. If a cancellation is made with less than a seven-day notice, only 50% of the rental fee will be refunded. If the notice is less than three (3) working days, no refund will be given.

Organization: _____ **Sport:** _____

Team Name: _____ Age of Participants: _____

Contact Person: _____ Email: _____

Address: _____ City: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Alternate Contact Person: _____ Email: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Please list the facility(s) you need. (Attach a separate sheet if needed.)

1. Facility name: _____

Type of facility: _____

Beginning date: _____ Ending date: _____

Day(s) of the week: _____ Time of day: _____

2. Facility name: _____

Type of facility: _____

Beginning date: _____ Ending date: _____

Day(s) of the week: _____ Time of day: _____

Alternate facility (should we be unable to fill the above request): _____

Additional City Equipment requested: _____

Rental Fee: (based on schedule)

Facility Use Fee: \$ _____

Lights Fees: \$ _____

TOTAL FEES: \$ _____

Refundable Deposits:

Cleaning /Damage Deposit: \$100 \$ _____

Water Key Deposit: \$ 50 \$ _____

Equipment Deposit: _____ \$ _____

TOTAL REFUNDABLE DEPOSITS: \$ _____

The Parks & Recreation Division will return the deposit check in the mail within 14 working days, after facility inspection and/or city equipment is returned.

This facility agreement made and entered into this _____ day of _____, by and between Ogden City Corporation, hereinafter called "City" and _____, hereinafter called "Licensee", to use the requested facilities owned by the City on the dates indicated and for the purpose specified. The licensee agrees as follows:

1. **INDEMNITY:** Licensee hereby waives all claims and recourse against the City including the right to contribution for loss or damage by reason of death or injury to persons or damages to property, whether the person or property of Licensee, Licensees agents, representatives, employees, volunteers, participants or third persons arising from, growing out of, or in any way connected with or incident to this agreement. Licensee understands City does not provide accidental medical insurance coverage for participants on City property. Securing appropriate medical insurance coverage is the responsibility of the Licensee, participant, or participants family.
2. **INSURANCE:** Licensee shall purchase and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the activities of the Licensee, or Licensees agents, representatives, employees, volunteers or participants. Commercial General Liability Insurance is required with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The policy shall contain or be endorsed to contain the following provisions: Limits specified shall apply exclusively to the agreement with the City. Ogden City, its elected and appointed officers and officials, agents, employees and volunteers are to be covered as additional insured. The Licensees insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, agents, employees and volunteers shall be excess of the Licensees insurance and shall not contribute with it. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Any deductibles or self-insured retentions must be declared to and approved by the City. All certificates of insurance and endorsements are to be received by the City Recreation Office at least 14 days prior to the beginning of each Reservation Period. The City reserves the rights to require complete, certified copies of all required insurance policies at any time. The policy shall not contain a participant exclusion.
3. **CONCESSIONS:** The granting of this license does not give the Licensee authority to sell souvenirs, food or drink upon the property so licensed. A concession agreement must be executed with the Parks & Recreation Division to be able to sell concession and or souvenirs on Ogden City property. All city business licenses, health codes will be required, plus a percentage of gross sales must be given back to Ogden City.
4. **NON-ASSIGNABILITY:** The 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.
5. **CANCELLATION OF LICENSE:** This license may be canceled by either party by providing written notice no later than seven working days prior to commencement of the License.
6. **MUNICIPAL CODE:** The Licensee agrees to abide by and enforce all Park rules and all sections of the Municipal Code that deal with the Parks and their appropriate and inappropriate uses and pay all applicable facility fees. The fees charged to pay for portable restroom usage will be in addition to the facility fees.
7. **CLEANING:** the Licensee agrees to clean up the area both inside and within a reasonable vicinity of the outside area involved (including the parking lot).
8. **ADA ACCESSABILITY:** The Licensee agrees that while using Ogden City fields for practice, games, tournaments, and events that they will not discriminate on the basis of disability.

I the undersigned Licensee, in consideration of use of the facility agree to abide by and enforce all of the rules and regulations pertaining to use of the facility. Licensee agrees to defend, indemnify and hold harmless Ogden

City Corporation, its officers, agents, employees and volunteers against any and such claims, demands, cause of action, suits and expenses, out of or resulting from use of the facility. Licensee understands that the damage amounts and/or cleaning deposits may exceed the deposit(s) paid and all or portions of the deposit(s) may be retained if all rental conditions are not met. Licensee understands that the rental conditions include, but are not limited to, properly cleaning of the facility, paying for any damages done to facility electrical outlets, equipment, bleachers and or tables.

In the event that Licensee is an organization rather than an individual, I the undersigned do hereby represent that I have authority to bind the Licensee organization, and that I shall be held personally liable for the duties, obligations and responsibilities of Licensee if I lack authority to bind the organization.

Failure to conform to the terms of this agreement, or other just cause may result in the City terminating this agreement upon 5 calendar days notice given to Licensee. In the event Licensee breaches this Agreement and legal action becomes necessary to enforce the terms hereof, Licensee agrees to pay court costs and a reasonable attorney's fees incurred by City. All notices shall be deliverable, in writing, to the following address:

LICENSEE:

OGDEN CITY CORPORATION:

Ogden City Recreation
1875 Monroe Blvd.
Ogden, Utah 84401

OGDEN CITY, a Municipal Corporation

By _____
Recreation Manager

ATTEST:

City Recorder

LICENSEE:

X By _____
Person Requesting the Field