

Benicia Parks and Community Services, City of Benicia

SPECIAL CONDITIONS AGREED UPON BY Sports Board President for use of fields:



(Initial each item)

1. _____ Sports Board President/Sport Organization understands that the President, or designated representative of the organization must be present at the Sports Board meeting prior to each season that field allocations are being requested. Lack of attendance may impact field allocation priority.
2. _____ Sports Board President/Sport Organization agrees to have a current certificate of insurance, a \$250 field use deposit, and the required field request from or facility reservation application submitted to PCS. All certificates and endorsements must be received and approved by the City prior to the use of the facilities. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
 - a) Throughout the scheduled use of facilities, the organization shall purchase and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the organization's use of the facilities. The cost of such insurance shall be borne by the organization. The insurance coverage attained shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG0001). The minimum limits of this insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to these facilities or the general aggregate limit shall be \$2,000,000.
 - b) Insurance is to be placed with insurers with the current Best rating of no less than A/VII.The general liability policy is to contain, or be endorsed to contain, the following provisions:
 - a) The City, its officers, officials, employees and volunteers are to be named as additional insured with respect to liability arising out of ownership, maintenance or use of the facilities.
 - b) The organization's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the lessee's insurance and shall not contribute with it.
 - c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after 30 days prior written notice by certified mail, return, receipt requested, has been given to the City.
 - d) The organization shall indemnify, defend, and hold harmless City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the above-named organization's use of the assigned facilities and/or the above-named organization's performance under this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.
3. _____ Sports Board President/Sport Organization understands that all field allocations are for regular season practice and games. Additional tournaments, events, clinics, camps, or post season practice and play need to be requested in writing. Fees associated with reservation of field space may be required.
4. _____ Sports Board President/Sport Organization agree to pay a \$10/player fee for each season that organization uses field. Player fees must be paid at the end of each season in order for organization to use of fields in subsequent seasons.

5. _____ Sports Board President/Sport Organization agree to adhere to allocated time for field use. Field use outside of available field schedule needs to be requested in writing.
6. _____ Sports Board President/Sport Organization agrees that their scheduled use of the athletic fields is non-transferable and its use is not subject to subletting or assignment in whole or in part.
7. _____ Sports Board President/Sport Organization agrees to a courteous and prompt response to communication initiated by either Parks and Community Services (PCS) staff. Organization understands that communication should be between Department and President or authorized representative only.
8. _____ Sports Board President/Sport Organization understands their responsibilities regarding field use and maintenance and will keep the fields in a safe and playable condition through proper field preparation.
9. _____ Sports Board President/Sport Organization will notify Wendy Stratton Monahan of any field or safety related issue.
10. _____ Sports Board President/Sport Organization will notify Wendy Stratton Monahan of any conflict with a team or individual using the field without an issued permit.
11. _____ Sports Board President/Sport Organization understands and will comply with the policy that no vehicle shall be driven or parked within park boundaries without the written consent of PCS.
12. _____ Sports Board President/Sport Organization agrees to immediately notify PCS of any facility damage, repairs needed, injuries or accidents, vandalism, suspicious activity., etc. within 24 hours.
13. _____ Sports Board President/Sport Organization is responsible for maintaining a clean site and in general, leaving the property as they found it. This includes litter pick up in all user areas.
14. _____ Sports Board President/Sport Organization understands that PCS reserves the right to cancel or suspend outdoor facility or field use permits for games, practices and other uses whenever field conditions could result in injury to players or damage to the fields, such as inclement weather/rain outs.
15. _____ Sports Board President/Sport Organization agree to adhere to any field closures regardless of allocated field use during any inclement weather. If the fields have been closed, the Sports Board President/Youth Sports organization will not use the fields. If PCS has not indicated field closures (i.e. weekends/holidays), the organization is expected to make educated and responsible decisions regarding field condition playability and player safety.
16. _____ Sports Board President/Sport Organization will not use facility for the commission of any act which is prohibited by law and/or municipal code, or for the commission of any criminal activity. Sports Board President/representative and its participants, volunteers, and parents will abide by all Park Rules as stated on park signs.
17. _____ Sports Board President/Sport Organization(s) that are allocated shared use of multi-use fields must adhere to the policies regarding shared use. Lack of adhere to shared use policy may result in the cancellation of shared use.

18. _____ Sports Board President/Sport Organization understands that City issued keys cannot be duplicated or kept on personal key rings. All keys must be kept in City issued lock boxes and are subject to change from season to season.
19. _____ Sports Board President/Sport Organization understands that loss of keys may result in a charge to replace keys or a change to all locks for facility access. Replacement of keys will take a minimum of 2 working days.
20. _____ PCS and Sports Board President/Sport Organization agree to strive to provide high quality youth recreation program without unduly impacting the surrounding residential property owners.

Sports Board President/Sport Organization understands that violation of any of the terms of this contract may invalidate the contract and adversely affect athletic field usage.

Sports Board President/Sport Organization accepts responsibility for all applicable conditions, as well as all PCS rules and regulations not listed in this agreement.

The organization warrants and represents that the person who signs this document has been authorized to sign it by duly adopted corporate resolution and that by signing this document they bind the above-named organization to its terms and conditions.

I, the undersigned representative, have read the rules and regulations noted in the Athletic Field Allocation and Use Manual with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.

Name of Sport Organization: _____

Name of Sports Board President or representative of Organization: _____

Signature: _____ Date: _____