

DEPARTMENT OF PARKS, LIBRARY AND RECREATION
CENTENNIAL SQUARE
STERLING, COLORADO, 80751
303/522-9700

SOFTBALL FIELD RENTAL AGREEMENT
(Hourly Rental)

THE SOFTBALL FIELDS OF THE CITY OF STERLING (CITY) AT PIONEER PARK ARE AVAILABLE FOR RENT FROM 7:00 P.M. - 10:00 P.M., MONDAY - FRIDAY, AS AVAILABLE, BY TEAMS, CLUBS, ORGANIZATION, ETC. FOR THE PURPOSE OF HOSTING SOFTBALL GAMES. THE CONSIDERATION FOR WHICH ARE THE FOLLOWING TERMS AND CONDITIONS, WHICH BY EXECUTION OF THIS RENTAL AGREEMENT BY THE APPROPRIATE PARTIES, CONSTITUTES A TOTAL CONTRACT OF AGREEMENT BETWEEN THE PARTIES:

1. The hourly field rental fee of \$25.00 per field for the first hour and \$15.00 per field for each additional hour, per field, must be paid to the Recreation Office when signing this contract. This fee entitles the organization or individual(s) to the use of one or more fields subject to availability as determined by the Recreation Superintendent and the Department of Parks, Library and Recreation. This fee includes use of field lights. The fee will be refunded if the game is cancelled at least one week prior to the scheduled date. If the game is rained out, and cancelled before preparations have been made, the fee will be refunded or the game may be rescheduled for a later date.
2. The Applicant must provide the following: umpires, scorekeepers, equipment, and all other materials, supplies, etc. necessary to conduct the game.
3. The City agrees to have the field lined and ready for play prior to the first game only. Preparation of fields is dependant on weather conditions.
4. With the exception of Paragraph 3, the Applicant conducting the game(s) will be responsible for all field maintenance and field conditions throughout the game(s).
5. The Applicant must insure that all trash is picked up and placed in proper containers.
6. The softball field lights will be turned off no later than 15 minutes following the scheduled time of play. Play continuing more than 15 minutes past the scheduled hour will result in additional hourly charge of \$15.00 per hour. There will be an additional \$10.00 shut off fee if the groundskeeper is required to return to the park a second time to shut off the lights due to extended play.
7. No admission fees may be charged for spectators.
8. Alcohol is prohibited by City Ordinance in City Parks. Police regularly patrol the area for violators.
9. The Participants/Spectators may bring food and beverage for private use. However, no private concessions are allowed.
10. No keys will be given out!

11. INDEMNIFICATION AND RELEASE PROVISIONS

(a) In consideration for being permitted to use the facilities of the City _____ (Applicant) agrees to indemnify and hold harmless and expressly exempts and releases the City of Sterling, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, which are incurred, made or brought by any person or entity on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss or any other kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, or demands result from the act, omission, negligence or other fault on the part of the City, its officers or its employees or from any other cause whatsoever.

(b) The Applicant further agrees, before commencement of participation by every person participating in this activity, to present a "City of Sterling Participant Information and Release and Indemnification Agreement" form to each participant, namely: the Applicant (if an individual); the Applicant's officers (if an entity), employees, members, invites, groundskeepers, scorekeepers and umpires. No individual shall be a participant in the activity until executing a form above stated. Such forms will be supplied by the City, which may be duplicated for use by the applicant.

(c) By signing below, Applicant agrees that, in the event of any damage, loss or injury to the facilities or to any property or equipment, therein or thereon, the City may bill the Applicant for the full amount of any damage, loss or injury to the facilities or to any property or equipment therein or thereon and, Applicant agrees to promptly reimburse the City of Sterling for all costs associated therewith upon billing by the City of Sterling.

DATE OF GAME(S): _____

TIME OF GAME(S): _____

Name _____ Title _____
(if applicable)

Organization represented _____

Address _____

Phone _____

Signature

FEE AT \$25.00 FOR THE FIRST HOUR AND
\$15.00 FOR EACH ADDITIONAL HOUR: \$ _____

_____ DATE _____
RECREATION SUPERINTENDENT

_____ DATE _____
DIRECTOR, PARKS, LIBRARY & RECREATION

_____ DATE _____
CITY MANAGER

FIELD USAGE FEE PAID: _____ DATE _____
EMPLOYEE INITIALS: _____ RECEIPT #: _____

PLR 407 4/92 REV 4/94; 2/99