

**VILLAGE OF OBETZ
ATHLETIC FACILITIES USE AGREEMENT**

CONTACT INFORMATION

Contact Person: _____ Address: _____
 Organization: _____
 Phone(s): _____

RESERVATIONS

EVENT NAME	TYPE USE	FACILITY
	<input type="checkbox"/> Individual	<input type="checkbox"/> Baseball Diamonds
	<input type="checkbox"/> Commercial	<input type="checkbox"/> Concession Stand Eating Area
	<input type="checkbox"/> Non-profit	<input type="checkbox"/> Football Fields
	<input type="checkbox"/> Other	<input type="checkbox"/> Community Center Gymnasium

DATES RESERVED	HOURS	DATES RESERVED	HOURS

 Total Number of Dates: _____ Total Number of Hours: _____

NOTES:

DEPOSIT/CHARGES

CHARGE DESCRIPTION	FACILITY/ EVENT	FEE	QTY	TAX	TOTAL CHARGED	DISCOUNT/ PAID	BALANCE DUE

PAYMENTS/REFUNDS

RECEIPT NO.	DATE	CHARGE DESCRIPTION	FACILITY/EVENT	AMOUNT

AGREEMENT

The Village grants permission to use the Facility listed above subject to the rules, regulations, guidelines, terms, conditions and agreements set forth herein. Reservations will not be accepted without return of this signed agreement.

1. **Insurance:** User shall not use the Facility until it has provided evidence satisfactory to the Village of insurance required under this Agreement as to limits, form and amount. User is required to obtain and maintain for the period of this Agreement comprehensive general liability insurance and excessive liability insurance. The policy or policies of insurance shall name the Village as additional named insureds on User's general liability policy and excess liability policy, and User shall indemnify and hold harmless the Village, its officials (elected and appointed), employees, agents, representatives, attorneys, and insurers from any and all claims and damages arising out of involvement or participation in the events and/or games described herein at the Facility.

The insurance coverage required to be maintained by User shall include a broad form contractual liability endorsement and an endorsement providing that the insurance provided to the Village and that any insurance maintained by the Village is excess of and not contributing with the insurance required to be maintained by User. Further, the insurance coverage required to be maintained by User hereunder shall not be less than \$1,000,000 for bodily injury, property damage and personal injury liability. As evidence of coverage, the Village is to receive a Certificate of Insurance on a form satisfactory to the Village setting forth the type of coverage, the limits of liability, the name of the insurance carrier, policy number and the date of expiration of the coverages required to be maintained by User hereunder. Such Certificate shall confirm that each carrier shall provide at least ten (10) days of coverage. The insurance company providing the coverage required to be maintained by User hereunder shall be licensed to do business in the State of Ohio.

2. **Indemnification, Waiver and Release.** In addition to, and not in limitation of, anything herein or hereafter provided in this Agreement, User shall indemnify, hold harmless, and defend the Village, its officials (elected and appointed), employees, agents, representatives, attorneys, insurers, successors, and assigns (hereinafter collectively referred to as the "Indemnified Parties" and individually as an "Indemnified Party") harmless from and against, and shall release and waive any Indemnified Party and their agents and employees for, from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, allegations and expenses (including, without limitation, reasonable attorneys' fees) related to, or arising from:

- (A) the use of the Facility by User or by any person or entity acting on behalf or, together with, or at the direction of User;
- (B) the use of the Facility by any participant, spectator, invitee, or any other individual or entity on the Facility because of, or related to, User's use of the Facility under this Agreement;
- (C) any activity, work, or thing done or permitted by User on or about the Facility.

If any action or proceeding is brought against an Indemnified Party by reason of any of the foregoing (1) through (3), User, upon written notice from such Indemnified Party, shall defend the same at User's expense, with counsel selected by the Village.

3. **Inherent Risks.** User acknowledges there are inherent risks in sports related activities and use of the fields and other athletic facilities, which as a result of the natural condition of the grass/ground/floor contain irregularities, depressions, soft spots, and/or ruts, many of which may be subtle or not visible, may cause participants to stumble or fall, and accordingly, User by commencing and executing this Agreement, specifically accepts the Facility in the condition presented and accepts for itself and its participants any risks associated with ruts, soft spots or depression areas or the like that may be present thereon. Furthermore, User acknowledges the Village does not make any warranties, express or implied, to the Facility.

4. **Property Damage.** User further assumes full responsibility for any damage to Village property or theft thereof during User's period of occupancy/use. Damage shall include all costs to repair or replacement value of Village property including administrative costs as determined by the Village. User agrees to report any damage immediately to the Village.

5. **Assignment.** This Agreement may not be assigned by User.

6. **Miscellaneous.** The terms and conditions of this Agreement shall supersede the terms and conditions of any other agreement, whether oral or written, between User and Village, relating to the subject matter of this Agreement. This Agreement constitutes the entire agreement between User and the Village. This Agreement may be amended, modified, waived, discharged, or terminated only by an instrument in writing duly signed by or on behalf of the User and the Village.

I have read the foregoing Agreement and Rules and fully understand same. The individual signing this Agreement on behalf of an organization acknowledges full authority to sign on behalf of said organization.

USER

By: _____
Printed Name: _____
Title: _____
Date: _____

VILLAGE OF OBETZ

By: _____
Printed Name: _____
Title: _____
Date: _____

ATHLETIC FACILITY RULES AND REGULATIONS

User is responsible for complying with the following Rules and Regulations. User shall:

1. Maintain discipline on and off the fields at all times.
2. Use and occupy the Facility in a safe and proper manner.
3. Make certain all participants and invitees maintain the smoke free, alcohol free, and firearm free regulations that govern the Facility.
4. Comply with all valid and applicable laws, ordinances, rules, regulations, requirements, and orders of any governmental authority concerning use and occupancy of the Facility.
5. Keep the Facility free of nuisance(s).
6. Keep the Facility locked and secured when not in use. Return to the Village all keys to the Facility within two (2) days of the last use under the Agreement.
7. Use and occupy Facility only for the activities set forth in the Agreement.
8. Return Facility to condition provided by Village. Be responsible for all damages caused by its employees, agents, representatives, invitees, participants or their guests.
9. Empty all trash cans and make certain all trash is taken to the dumpster every night it uses the Facility under the Agreement. The Village will assess User, and User will immediately pay, Ten Dollars (\$10.00) per day, for every day all trash cans are not emptied and/or trash is not taken to the dumpster. User will be charged an administrative fee, determined by the Village, for all trash left in or around the Facility after use.
10. If using the Facility for an extended period of time, provide the Village a schedule of all regular season and tournament games at least ten (10) days prior to any game being played.
11. Users under the Agreement must be 21 years of age. Youth/teen functions must be adequately supervised by adults. Certain groups may be required to retain the services of an off duty officer at their expense.
12. All parking signs must be observed.
13. Village property, including equipment, shall not be removed from the Facility.
14. No food or drinks on the gym floor.
15. Any entertainment for an event shall be kept to a volume not to disturb the residents.
16. Groups not subject to or not paying usage fees are subject to lose their use of the Facility if they violate these rules.
17. The Village assumes no responsibility for lost or stolen articles. All participants use the Facility at their own risk.
18. The Village, its officials (elected and appointed), employees, agents, representatives, attorneys, successors and assigns reserve the right to enter upon the Facility, at any time and in any manner deemed reasonable by the Village, for the purpose of inspection and examining the premises.