

USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ of _____, _____, by and between the City of Blackfoot, a municipal corporation of Idaho, hereinafter referred to as the “City”, and _____, hereinafter referred to as the “User”.

WHEREAS, the City in its park system owns, leases, or controls various fields or parks for sporting events throughout the City;

WHEREAS, the User is conducting a sporting activity at one or more of the parks or fields owned, leased, or controlled by the City (hereafter referred to collectively as “Parks”) and wishes to use the City's Parks to conduct such sporting activity; and

WHEREAS, it is the parties’ desire to enter into an agreement which sets forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Purpose. The City shall allow the User to use the Parks to conduct sporting activities.
2. Term. The term of this Agreement shall be _____ to _____, 20____. Access to the Parks will be allowed during regular park hours during the term of this Agreement.
3. Rental. The rental fee for this usage agreement is the sum of fees approved by Parks and Recreation, per term of this agreement. Any use of the Parks’ shelter areas shall require proper application and payment of use fees by the User. Additional rental fees for

tournaments shall apply. Tournament rental fees shall be set by the City and paid by the User on a case-by-case basis. All the terms and conditions of this Agreement shall apply to all tournaments conducted by User.

4. Care of the Facilities. There may be additional charges if additional garbage service and portable toilets are deemed necessary by the City. These charges will be billed directly to the User by the service provider. The City shall maintain and care for the grass/lawn areas within the facilities. The City agrees to maintain the irrigation, plumbing, and lighting. The User must maintain the playing fields in acceptable condition and provide its goals. The City shall provide field marking and field marking equipment. The User agrees that upon completion of the tournament, the User shall arrange to have all facilities, including restrooms, cleaned and restored to their previous condition prior to the User's use, ordinary wear and tear excepted. The User shall monitor parking at the event and shall prohibit tournament participants, officials, and spectators from driving and/or parking on turf areas. Parking shall be prohibited outside of the designated parking area. All garbage cans will be dumped into large dumpsters, recyclable materials shall be placed in recycle bins where available, and required cleaning and restoration shall be accomplished without unreasonable delay following the tournament. The User agrees to promptly make any needed repairs to the facilities should damage to said facilities occur during use by the User. The User is responsible for securing the facilities after use, including but not limited to locking doors, gates, shelters, etc., turning off lights, ensuring parking areas have been secured and patrons, players, and spectators have left the premises.

5. Scheduling of Fields. The City will work with the User on scheduling of fields. In the event that a conflict arises between users on the scheduling of fields the City shall, in its absolute discretion, make the decision on scheduling.

6. Compliance with Laws and Rules of Decorum. The User shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. The User shall treat other users and the City with respect and avoid arguments, fighting, and the use of profanity with each other. Excessive use of profanity with other users, participants, spectators, or City officials, or excessive arguments with other users or the City, or verbal abuse of City officials will result in the cancelation of this contract and the forfeiture of all fees paid. Further, the User and all participants in its programs agree to abide by the rules and regulations regarding use of the City parks, including regulations regarding the use, possession, and consumption of alcoholic beverages in City Parks. By executing this agreement, User hereby agrees to ensure that its participants and spectators comply with City regulations regarding the use, possession, and consumption of alcoholic beverages at the Parks. Failure to comply with said rules and regulations may result in suspension or termination of privileges to use the City parks. All participants' and spectators' belongings brought onto the Parks are subject to search by City officials for alcoholic beverages.

7. Indemnification and Hold Harmless. The User shall have the responsibility for the safety of persons and property at those facilities used during its occupancy and use of the premises. The User expressly agrees to indemnify the City against any and all claims for personal injury or property damage of every nature whatsoever, related to the User use of the premises, including any parking areas, and shall defend the City against any

suit or action arising therefrom, and shall satisfy and discharge any judgment or decree that may be awarded against the City in such action

8. Insurance. That prior to holding any activity at any Parks, the User shall obtain a comprehensive general liability insurance policy in a form and with an insurer satisfactory to the City. Said policy shall name the City as an additional insured. The User shall maintain such policy for the duration of this Agreement. The amount of general liability insurance shall be at least \$500,000 per person per occurrence for both personal insurance, property damage, and product liability if applicable. The User shall furnish the City with proof of said insurance coverage prior to use. The City shall be responsible for fire insurance on the existing facilities at the Parks. The User understands that the City does not provide insurance coverage for the User's personal property or equipment.

9. Assignment. That no right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by the User without prior written consent of the City.

10. Default. If the User shall neglect or fail to do or perform any of its covenants and promises herein contained, the City may terminate this Agreement upon five (5) days written notice and cancel further use of its facilities by the User.

11. Waiver of Default. That failure by the City to require strict performance of any covenant, promise, or condition of the Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of default be construed to be a waiver of any succeeding default or a waiver of this clause. To be effective, any waiver by the City must be in writing.

12. Notice. Any notice must be served upon the City by first class mail, postage prepaid at the following addresses:

City Clerk
157 N. Broadway.
Blackfoot, ID 83221

Any notice must be served upon the User by first class mail, postage prepaid, to the User at the following address:

13. Cost of Litigation. That if suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amounts due hereunder, to correct a breach of covenant, term or condition hereto, or to litigate any other matter arising from the execution of this Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for attorney fees will be \$175.00 per hour. This provision shall survive any termination of this Agreement.

14. Merger Clause. That this writing represents the entire Agreement between the parties. No promises, representations or agreement, written or oral, shall amend, change, or add to any of the express provisions herein.

15. Construction. That this Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this Agreement shall be made

in a court of competent jurisdiction against the interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representative the day and year first-above written.

CITY OF BLACKFOOT, a
Municipal Corporation of Idaho

Mayor

ATTEST:

City Clerk

