

NAPPANEE PARKS AND RECREATION WELLFIELD PARK / CALLANDER SPORTSPLEX SPORTS FACILITY USER AGREEMENT

Users:

Who can reserve fields:

- 1. Wa-Nee Community Schools
- 2. Sports associations, leagues, and clubs
- 3. Non-profit organizations
- 4. Businesses
- 5. Organizations
- 6. Private Individuals

Scheduling

Priority given:

- 1. Park programs or leagues
- 2. Others:
 - a. Wa-Nee Community Schools
 - b. Non-Profit Organizations
 - i. Fulfills a community recreational need
 - ii. Cost Recovery is fee based
 - iii. Organized by a registered non-profit organization
 - c. Private Leagues
 - d. Private groups, business, organizations

Consideration factors:

- 1. Benefit to the residents of Nappanee
- 2. Scheduled games vs practices
- 3. Type of event (national, regional, state, or local)
- 4. Multiple date / Reoccurring versus Single use
- 5. Seasonal activities versus non seasonal activities
- 6. Impact of use on surrounding communities

Facility Services / Responsibilities:

- 1. Mowing and maintaining the facilities pursuant to the field standard
- 2. Initial lining and set up pursuant to event layout information provided by the event host, no less than 14 days prior to event date.
- 3. Maintain and furnish janitorial services and supplies.
- 4. Provide basic equipment for field upkeep during event, i.e. hand rake, watering backpack tank.

Rental Requirements:

- 1. Complete Application Reservation must be made a minimum of thirty (30) days prior to requested date. No reservation is final until the rental charge is paid, and a written confirmation is given.
- 2. Submit Proof of Insurance
 - a. Naming Nappanee Parks and Recreation as additional insured
 - b. General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate
- 3. Make payment in full at time of reservation

Renters Responsibilities:

- 1. Providing their own equipment, staff, scheduling, medical provisions and first aid supplies.
- 2. Removing or properly disposing of all equipment and/or supplies after use. Renters may not store equipment and items on park property before or after the event without prior approval from the Park Department. Any unauthorized items may be disposed of or assessed a storage fee.
- 3. Determine field safety for their activities. This includes inspecting each field for safety prior to use and determining if the field is in an appropriate condition for practices and games.
- 4. Reporting any safety concerns, field or facility damage, or necessary repairs to the Park Department upon discovery. If the playing surface or area structures are unsafe, Renter must refrain from using them until notified by the Park Department.
- 5. Removing all litter from field and facility. Trash will be placed in an appropriate waste receptacle. If receptacles are full or overflowing, Renter is responsible for carrying out the excess trash. Excessive litter left behind may result in additional fees to Renter or loss of privileges.

- 6. Vacating field and facilities upon the conclusion of their scheduled rental time. Renter will use best courtesy when entering and exiting the facility.
- 7. Renter will be responsible to pay for repair costs, including but not limited to labor and materials, for any damage done by Renter. A refundable deposit fee will be required. Deposit will be held if there are damages or additional cleaning that must be done. If rental passes inspection, the deposit will be returned.

Signs and Advertisements:

Unless a prior written request is approved by the Nappanee Board of Parks and Recreation, placement of signs, banners, billboards, advertisements, markings, insignias or other similar items are prohibited to be attached, placed, secured or displayed in any manner within the facility.

Selling and Vending:

Selling products or food, holding auctions, or any other fund-raising activities within the facility are permitted only on a limited basis, and require prior written approval from the Board of Parks and Recreation.

Concessions:

Stand / Building – (Currently only available at Callander Sportsplex)

1. Facility will provide all concession supplies and personnel per agreement. All revenue will be retained by Facility.

Private or commercial vendors wanting to sell food during activities must:

- 1. Must be approved by Facility
- 2. Obtain proper permitting from State, County and Local agencies
- 3. Vendor or Renter will dispose of concession operational trash and recycling, cooking oils, oversize boxes and other items that do not fit into provided waste containers. Hazardous liquids, oils or other materials must not be left on site after rental period has ended.

Facility Prohibited Items:

- 1. Dogs and any other animals
- 2. Fireworks
- 3. Flammable liquids
- 4. Smoking, vaping, or tobacco products of any kind
- 5. Alcoholic beverages
- 6. Sunflower seeds

Field Prohibited Items:

- 1. Food
- 2. Drinks other than water
- 3. Gum or candy
- 4. Metal cleats
- 5. Sharp objects or metal stakes
- 6. Vehicles of any kind not specifically designated for field use

Parking:

- 1. Parking will be in designated parking spaces or areas only. All vehicles improperly parked are subject to being towed away at the owner's expense.
- 2. Parking in grass areas is prohibited unless prior approval from the Park Department.
- 3. Parking or driving on fields and walkways is strictly prohibited.
- 4. Parking availability is not exclusive to the Renter and must be shared with other users.
- 5. The Park Department is not responsible for loss, theft or damage to vehicles while parked on Park property.
- 6. Overnight parking or camping is prohibited.

Additional Rules and Regulations:

- 1. A representative for the Renter must be present at all times for the oversight of the event including monitoring the behavior of participants and spectators and taking any necessary actions to resolve any safety or behavioral concerns.
- 2. Renters may not "sub-lease" their approved date to other users without approval from the Park Department.
- 3. The Park Department is not responsible for loss, theft or damage to vehicles while parked on Park property.
- 4. For the safety and health of participants, spectators and visitors, unsportsmanlike conduct will not be tolerated and may result in loss of privileges or disciplinary action.

Refund Policy:

- 1. 90% refund will be issued for a schedule change or cancellation that is received at least fourteen (14) days in advance.
- 2. 50% refund will be issued for a schedule change or cancellation that is received less than fourteen (14) days but greater than two (2) days.
- 3. No refund will be issued for a schedule change or cancellation that is received less than two (2) days.
- 4. If cancelled by Facility due to weather or field conditions, a full refund will be issued.



NAPPANEE PARKS AND RECREATION WELLFIELD PARK / CALLANDER SPORTSPLEX SPORTS FACILITY USER AGREEMENT

This Agreement ("Agreement") is made by and between Nappanee Parks and Recreation ("Parks") and ("Rer	nter")
Parks agrees to provide the facilities and amenities described herein on the dates indicated below for the purpose conducting the following events(s). By signing, I am acknowledging that I have read and understand the User Agreement:	ŕ
Event Name:	
Responsible Party Printed Name:	
Contact Phone:	
Contact Email:	
Mailing Address:	
Γitle:Date:	
Signature:	
FEE SCHEDULE: Please attach worksheet for reference	
Event Date 1 and Access Times:	
Date 1 Fee Total:	
• Event Date 2 and Access Times:	
Date 2 Fee Total:	
Event Date 3 and Access Times:	
Date 3 Fee Total:	
• \$250.00 Refundable Damage / Cleaning Deposit is required for all full day / multiple day events	
• Concessions Services \$125.00 Per Event	
TOTAL DENTAL. ¢	

Total includes fees for each day, concessions (if needed) and deposit (if needed)



WELLFIELD PARK / CALLANDER SPORTSPLEX SPORTS FACILITY USER AGREEMENT

FEE SCHEDULE WORKSHEET – Please complete schedule for each day of rental. Worksheet should be attached to agreement. *Must be scheduled no later than 48 hours prior to rental and paid in full at time of scheduling. **Includes field dragging and relining. ***For Wellfield Park Only. 3 units provided. Must be scheduled at time of reservation.

DAY 1 Fees \$ _	
•	Synthetic Soccer Turf Field Fee (Deposit required):
	x \$125.00 / Hour or \$1,000 Per Day ($7 \text{ AM} - 11 \text{ PM}$) = Total Per Day
•	Softball Diamond Fee (Deposit required):
	Weekend Tournament x \$175 Per Diamond / Per Day (7 AM – 11 PM) = Total Per Day
	Weekday Practice (1 dug out open) x \$30 Per Diamond / 1.5 Hour =
	Weekday Game (2 dug outs open) x \$45 Per Diamond / 1.5 Hour =
	Field Reset**: x \$50.00 / Per Diamond / Per Occurrence = Total Per Day
•	Extra Fees:
	Light Use*: Diamonds x Hours x \$25.00 / Per Hour / Per Field = Total Per Day
	Add'l. Portable Restrooms***: x \$100.00 Per Unit/Per Day = Total Per Day
DAY 2 Fees \$	
•	Synthetic Soccer Turf Field Fee (Deposit required):
	\$125.00 / Hour or \$1,000 Per Day (7 AM – 11 PM)
•	Softball Diamond Fee (Deposit required):
	Weekend Tournament x \$175 Per Diamond / Per Day (7 AM – 11 PM) = Total Per Day
	Weekday Practice (1 dug out open) $\underline{}$ x \$30 Per Diamond / 1.5 Hour = $\underline{}$
	Weekday Game (2 dug outs open) x \$45 Per Diamond / 1.5 Hour =
	Field Reset**: x \$50.00 / Per Diamond / Per Occurrence = Total Per Day
	Concessions:\$125.00 Per Event
•	Extra Fees:
	Light Use*: Diamonds x Hours x \$25.00 / Per Hour / Per Field = Total Per Day
	Add'l. Portable Restrooms***: x \$100.00 Per Unit/Per Day = Total Per Day
DAY 3 Fees \$ _	
•	Synthetic Soccer Turf Field Fee (Deposit required):
	\$125.00 / Hour or \$1,000 Per Day (7 AM – 11 PM)
•	Softball Diamond Fee (Deposit required):
	Weekend Tournament $\underline{}$ x \$175 Per Diamond / Per Day (7 AM – 11 PM) = $\underline{}$ Total Per Day
	Weekday Practice (1 dug out open) x \$30 Per Diamond / 1.5 Hour =
	Weekday Game (2 dug outs open) x \$45 Per Diamond / 1.5 Hour =
	Field Reset**: x \$50.00 / Per Diamond / Per Occurrence = Total Per Day
	Concessions:\$125.00 Per Event
•	Extra Fees:
	Light Use*: Diamonds x Hours x \$25.00 / Per Hour / Per Field = Total Per Day
	Add'l. Portable Restrooms***: x \$100.00 Per Unit/Per Day = Total Per Day

Responsible Party Initial: _____