

PARK USE AGREEMENT

The City of Germantown, Ohio (hereinafter "City") and the _____
_____ (Hereinafter "the Organization") hereby enter into this
Agreement on this _____ day of _____, 20____.

NOW, THEREFORE, the parties agree as follows:

1. The term of this Agreement shall be from _____ to _____. The term may only be amended in writing pursuant to Agreement by both parties hereto.
2. The Organization shall supervise the use of the assigned areas of _____, to be utilized for (event name) _____ commencing at (date) _____ and ending at (date) _____ and at those times that those areas have been reserved by the Organization. Such supervision shall include, but is not limited to, scheduling of league games and practices, team selection, selection of coaches and officials, and establishment of general rules and regulations for the program, including dates for age determination.
3. The Organization understands that they shall not have exclusive use of assigned areas of _____ other than those areas which have been specifically reserved by them on the dates and at those times that those areas have been reserved by the Organization.
4. The Organization shall submit a written schedule which shall specify the dates and times that it is requesting the exclusive use of the assigned areas of _____ and an explanation as to what the specific activities are that will be occurring on those dates and during those times. This written schedule shall be submitted to the City Manager no later than two weeks prior to any use of the assigned areas. Failure to submit the required written schedule and the required additional information demanded herein shall void this Agreement.
5. The Executive Board of the Organization shall designate a representative who shall serve as the administrator in connection with activities on such areas designated by the City for use by the Organization. The representative of the Organization shall have administrative authority. The representative shall act as the sole liaison between the City and the Organization.
6. The Organization shall schedule and pay all necessary and appropriate expenses for any and all activities, sanctioned by or unsanctioned by the Organization at the location and between the dates and times listed above. The City shall incur no liability whatsoever for any fees or expenses incurred or contracted by the Organization. Moreover, the Organization shall indemnify and hold harmless the City for same.

7. If applicable, the Organization is authorized to operate the assigned concession area during the dates and times specifically reserved by the Organization pursuant to this Agreement, but at no other times, with all proceeds to be the property of the Organization. Further, the Organization agrees to indemnify and hold harmless the City in the event of any legal action, either threatened or actual.
8. The Organization shall maintain and repair the areas assigned to it pursuant to this Agreement and shall maintain said assigned areas at _____. Maintenance shall consist of all necessary efforts required to maintain the assigned areas in presentable and safe condition for use by both the Organization and the general public. "Repair" as used in this section may include reseeding and/or aeration of any and all areas which are the subject of or which are covered by this Agreement at the discretion of the City Manager.
9. The Organization shall be solely responsible for solicitation of sponsors and collection of sponsor's fees concerning their programs. All such sponsor's fees and revenue shall be payable directly to the Organization. The City shall have no involvement whatsoever with any efforts by the Organization to either solicit or collect sponsor's fees.
10. The Organization shall require participants and vendors to use approved and safe equipment. The City specifically accepts no liability whatsoever for the failure of the Organization or vendors approved by the Organization to use approved and safe equipment and hereby pursuant to the execution of this Agreement agrees to indemnify and hold harmless the City in the event of any legal action, either threatened or actual, as a result thereof.
11. The Organization shall provide for clean up after each event and shall make all reasonable efforts to maintain a good appearance of all areas used by the Organization. This includes picking up trash and emptying trash containers in the parking lot and bleacher areas and, if used, cleaning the concession stand(s), the dugout(s), the restrooms, and any other areas used by the Organization. Upon inspection, should the City find that the areas used by the Organization have not been cleaned up and/or maintained to the satisfaction of the City, the City will perform the necessary clean up and/or maintenance and invoice the Organization for the time spent by the City to perform the necessary clean up and/or maintenance. Further, this Agreement shall be suspended and no additional or subsequent Agreement shall be entered into by the Organization and the City until such time as the invoice has been paid in full and the Organization shall not have the right to use or access the facilities or areas referenced herein until such time as the invoice has been paid in full.
12. The Organization shall refrain from damaging all property, including personal property and real property and any appurtenances associated with or attached thereto which is the

property of either the City and/or the Parks Board to the best of its ability and shall be responsible for storage, inventory, distribution and retrieval of such equipment.

Prior to the Organization's use of any property which is the property of either the City and/or the Parks Board, the Organization shall provide a specific and detailed list of what equipment is being borrowed from either the City and/or the Parks Board and said list shall be attached to this Agreement. Said list shall also reference the agreed upon dates and time of both pick up and return of said property. The City may require a deposit from the Organization prior to entering into any agreement which would allow the Organization to borrow and use City Property. Any use of City and/or Parks Board equipment without the expressed prior written approval by the City shall be grounds for termination of this Agreement. During its use of the approved borrowed equipment, the Organization shall maintain said equipment and, upon its return to either the City or the Parks Board, the borrowed equipment shall be inspected. Should the borrowed equipment or the real property or the appurtenances be found to have been damaged, the Organization shall be responsible for any repair expense(s) which reasonably flow from the damage incurred during the equipment's or the appurtenances use by the Organization.

13. At no time shall any property of either the City and/or the Park Board, as referenced in paragraph 12 above, be used by a third party not a party to this Agreement. Should the Organization allow any property referenced in paragraph 12, above, to be used by a third party not a party to this Agreement, the City may, at its discretion, either void this Agreement or impose other penalties, financial or otherwise, against the Organization. If financial penalties are levied against the Organization, the Organization shall pay the invoice generated or a result thereof, in full, immediately and this Agreement shall be suspended until such time as the invoice has been paid in full and the Organization shall not have the right to use or access the facilities or areas referenced herein until such time as the invoice has been paid in full.
14. The Organization shall maintain assigned storage buildings, storage rooms and fixtures including, but not limited to, fencing, back stops, goals, dugouts and bathrooms, adequately. A failure to do so may result in an immediate revocation or termination of this Agreement.
15. The Organization shall be responsible for the following:
 - Clean concession stand.
 - Clean restrooms.
 - Return bleachers to designated area.
 - Clean and return trash cans to storage barn.
 - Seeding of worn and bare areas on playing and practice fields.
 - Store all portable equipment (football and soccer goals, football sleds, bases, scoreboards, baseball backdrops, sponsor signs, etc.)

16. The Organization shall not alter, amend, or change in any way, the Park grounds or property without the expressed prior written approval of the City Manager.

17. The Organization shall not charge admission or parking fees for any special event nor shall the Organization allow a third party not a party to this Agreement to do so. However, announcements may be made, during the events, to encourage donations to help support the Organization.

18. The Organization agrees to take any action necessary in order to comply with all applicable laws including the Ohio Revised Code, the City of Germantown Charter and/or the City of Germantown Ordinances. Any questions or disputes concerning applicable law which may arise shall be resolved between the City Manager and the Organization by negotiation, if possible.

19. The Organization shall schedule event(s) only with the approval of the Board. The Organization sponsoring the event(s) shall accept sole responsibility for expenses directly related to the event(s) and shall provide for clean up after each event and shall make a reasonable effort to maintain the good appearance of the Park. Such efforts shall be subject to inspection by the City. Upon inspection, should the City find that the areas used by the Organization have not been cleaned up and/or maintained to the satisfaction of the City, the City will perform the necessary clean up and/or maintenance and invoice the Organization for the time spent by the City to perform the necessary clean up and/or maintenance. Further, this Agreement shall be suspended until such time as the invoice has been paid in full and the Organization shall not have the right to use or access the facilities or areas referenced herein until such time as the invoice has been paid in full.

20. All people meeting age requirements shall be allowed to participate in appropriate activities without regard to race, color, creed, religion, sex, or any other factor.

21. The Organization shall maintain general liability insurance in an amount of no less than one million dollars (\$1,000,000) and shall designate the City of Germantown as an additional insured. Prior to its use of any of the facilities in the Park, the Organization shall provide a copy of said general liability insurance policy to the City Manager. Furthermore, the Organization shall indemnify and hold the Parks Board and the City of Germantown harmless in the event any lawsuits are brought, or threatened to be brought, due to the activities of the Organization whether contemplated by this Agreement or the Organization or not.

22. The Organization shall remain in compliance with the regulations set forth in Ohio HB 47, as they pertain to youth sports organizations (as defined in ORC 3707.51). As per the bill, the Organization will ensure access to an AED for participating athletes in all applicable situations. While not required, the Organization is encouraged to make use of an AED that is secured and operated solely by the Organization and its relevant members, however a public AED will also be present in Kercher Park Spring through Fall.

23. This Agreement or any portion thereof may be amended with the consent of the City Manager and the Organization. Such amendments shall be in writing and signed by the City

Manager and the President of the Organization, and shall be attached as an Appendix to this Agreement.

24. A failure by the Organization to comply with any terms of this Agreement which results in either the City's contracting for these agreed responsibilities to be completed or corrected or the City's employer completing or correcting, shall result in the Organization being invoiced for these services and further, this Agreement shall be suspended until such time as the invoice has been paid in full and the Organization shall not have the right to use or access the facilities or areas referenced herein until such time as the invoice has been paid in full.
25. This Agreement may be terminated by either party upon written notification given to the other party at least 30 days in advance of the date of termination. Such notification shall be delivered personally or sent by registered or certified mail, and if mailed, shall be deemed to be given at the time of mailing. In the event that the Organization terminates this Agreement prior to the end of its term, the Organization shall be liable for the end of season duties as listed anywhere herein.
26. The Organization shall have a severe weather policy, a copy of which shall be provided to the City Manager and attached to this Agreement prior to its use of any of the facilities referenced herein.
27. The Agreement shall become effective immediately upon endorsement by both parties and shall remain in effect during the dates of the contract or until terminated as hereinbefore provided.

CITY OF GERMANTOWN, OHIO

BY _____
City Manager

Organization Name

Mailing Address

Phone

Email

BY _____
President of Organization or Authorized
Representative of Organization