



Facility Usage Agreement Blue Ash Sportscenter

1. Parties:

Name of Organization (herein named "Organization"): _____

Contact/Coach's Name: _____

Contact Phone: _____ Contact Email: _____

Billing Contact Name: _____

Billing Contact Email: _____

Owner/Operator

City of Blue Ash (herein named "City"):

4343 Cooper Rd. Blue Ash, OH 45242

Contact: Robert Halker, Sportscenter Manager

Phone: (513) 686-1275 Email: bhalker@blueash.com

2. Location/Term:

This agreement covers the usage of Baseball fields as provided and confirmed by the Sportscenter manager. Although this schedule is subject to modification by both parties, a confirmation report will be provided with this agreement.

3. Participation:

The Organization acknowledges and understands the terms and conditions under which usage of the Blue Ash Sportscenter is permitted, as described at www.blueash.com. Sportscenter Manager must approve all activities in advance and they must conform to the intent of this original agreement.

4. Promotion:

Organization must recognize that the Blue Ash Sportscenter is a city-owned and youth-oriented sports facility. Organization must consider this in all sponsorship relationships, advertising, promotion, and related activities pertaining to their presence at the facility and with the placement of banners or other recognition-type items within the complex during the event. All visible on-site promotions associated with the rental and participation at the Sportscenter must be pre-approved by the Sportscenter Manager. The City reserves the right to remove any on-site advertisement, posters and/or promotions not meeting City standards as determined by the Sportscenter Manager. The Organization is not permitted to use City logos, images and/or likeness without expressed permission from the Sportscenter Manager.

5. **Provision of Facilities:**

The City agrees to provide the exclusive usage of rented ballfield(s). Field(s) will be lined (for games only) and in appropriate maintained condition; field lighting will be provided for **games** starting at 7 P.M. or later only. A Sportscenter supervisor will be onsite during the rental duration. Organizer agrees to cooperate with the supervisor regarding park management procedures/rules. The Organizer realizes that they will be responsible for relaying and enforcing park procedures/rules to participants involved in their rental including players, coaches and spectators.

6. **Usage Rules**

- For a complete list of usage rules, visit www.blueash.com
- **Pets are prohibited.**
- Responsible party (coach or event organizer) must be present for the duration of the rental time.
- User agrees that no alcoholic beverages or illegal substances be used within the facility.
- Field is not to be occupied by players or coaches until the start time of the rental.
- No warm-up or infield practice is to be conducted on synthetic turf soccer fields or areas not rented by the Organizer. Warm-ups may be conducted in the grass areas adjacent to fields.
- Rentals cancelled within 24 hours of the rental time will be charged the full rental fee. All cancellations/rescheduling will be handled through the Sportscenter Manager.
- Field #3 (Turf) Specific
 - Metal Cleats are prohibited – molded cleats only.
 - No gum or sunflower seeds on the field or in the dugout. A cleaning fee of \$35 will be charged for each incident. Further violations will result in loss of rental privileges.
 - No spiking/anchoring of pitching rubbers to field.
 - No marking of the field with paint or chalk
- Crosley Field Specific
 - Games are only to be scheduled on Crosley Field. Practices/ing is prohibited.
 - Hitting Screens are prohibited.
 - Persons conducting infield practice must hit within the home plate dirt area and not from the grass.

7. **Field Conditions**

Fields will close due to inclement conditions to be determined by Sportscenter staff. The most up to date conditions and closures will be posted on the Field Condition Line at 513-395-8011 or on Twitter at @basportscenter. These sources will be updated no later than 1 hour before the first rentals of the day and as conditions change (before 3pm weekdays and 8am on weekends). Entering a field that is closed due to weather conditions is prohibited and can result in a loss of rental privileges.

8. **Insurance**

Organization must maintain commercial general liability insurance coverage, including sexual abuse and molestation coverage, in an amount not less than \$1M per occurrence throughout the dates of use. The policy shall be endorsed to cover “the City of Blue Ash, its officials, employees, and volunteers” as additional insureds and to make the coverage Primary and Non-Contributing Coverage as respects the City of Blue Ash, its officials, employees and volunteers. Organization must provide a certificate of insurance evidencing the requirements herein including sexual abuse and molestation coverage. The

City reserves the right to require copies of all policies, including amendatory endorsements, required by these specifications, at any time.

9. Indemnity/Waiver:

Organization agrees to comply with all statutes, ordinances, regulations, rules, and policies of the Federal Government, the State of Ohio, the County of Hamilton, the City of Blue Ash, and the Blue Ash Parks and Recreation Department. Organization hereby fully releases and discharges the City of Blue Ash, their agents, employees, and volunteers from any and all claims from injuries, damage, or loss which have or which may accrue as a result of this event.

Organization further agrees to indemnify, defend, and hold harmless the City of Blue Ash, their agents, employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Organization programs, its agents, employees, licensees, invitees, vendors, that result in injury to person or damage to property and losses sustained or arising out of, connected with, or in any way associated with the activities of this event.

Organization voluntarily assume the risk of any and all damage to or loss of any personal property belonging to, or brought on the premises of the Recreation Center and Nature Park by the Organization, its agents, employees, licensees, invitees, or vendors

10. Inspection:

Organization will inspect the facility immediately prior to use and advise the facility manager of any hazards or areas of concern requiring maintenance.

11. Financial:

Fees due to the City will be invoiced by the Sportscenter Manager, Robert Halker at the conclusion of the season. This will allow for the accommodation of rainouts and reschedules that occur during the course of the season. Organization agrees not to charge any spectator admission to their games without specific approval of the City of Blue Ash.

- By initialing this box, Organization has read and agrees to the terms and rules of the Facility Use Agreement. Organization agrees and is responsible for informing other participants (coaches/teams/parents) of the policies within this agreement.

Contact / Coach's Signature: _____ Date: _____

Field Condition Line
513-395-8011 or on Twitter
@basportscenter