



**BUILDING A HEALTHIER
COMMUNITY**

Daily/Tournament Field Usage Agreement Starkville Parks and Recreation Department

I. FEES and CHARGES for FIELD USAGE:

Fees for field usage for tournaments includes the following charges:

- A. Field usage fee is \$150/day – includes initial game field prep and lights. \$150 discount per complex for multi-day use. Mckee, Youth Softball Quad, Adult Softball Quad and the Soccer Complex are the available complexes.
 - a. Example: A user requesting the Youth Softball Quad and Adult Softball Quad would pay \$1,200 on the first day and \$900 on additional days.****
- B. \$250 deposit for each multi-day tournament. \$100 deposit for single-day tournament.**
- C. Hourly, non-prep rental rate is \$25/hour during daytime and \$50/hour if lights are needed.**
- D. The deposit must be paid in order to reserve the fields. All rental fees are due five (5) business days in advance of the rental.**
- E. Restroom service and trash pickup is included in the fee.**
- F. Additional game preparations are available for \$100 per field.**
- G. In the event of inclement weather that requires on-call staff to do an additional prep outside of standard working hours, the user will be charged for the cost of field supplies and staff time.**

II. BASIC USAGE INFORMATION:

- A. The individual or individuals in charge of a tournament must meet with representatives of the Starkville Parks and Recreation Department (“SPARD”) - Athletic and Park Operations Staff before the tournament to arrange all tournament and maintenance details (additional maintenance requirements such as additional prep during the tournament will be an extra charge to the user and must be arranged for in advance of the tournament per Section I). Please contact SPARD Director of Recreation and Sports or his/her designee at (662) 323-2294 to set up your meetings.**
- B. User should make all efforts to assist with trash cleanup. If the facility is damaged, the cost to repair will be deducted from the user’s deposit. If the repair amount exceeds the deposit, the user may be charged to cover the cost.**
- C. The user will pay \$150 per concession stand.**
- D. SPARD reserves the right to require the user to utilize volunteers or user’s own employees or agents for all other elements of the tournament.**

- E. City property is not to be tampered with. Replacement costs for missing or damaged property will be charged to the user. Absolutely no alcoholic beverages or tobacco products are allowed on the fields or in the dugouts at any time.
- F. Parking is allowed in designated areas only. Absolutely no vehicles are allowed on the fields or grass without express authorization. If event is utilizing golf carts, SPARD must be notified. Golf carts are not allowed on the fields.
- G. Transient Vendor permits must be obtained should the tournament director desire to have souvenir sales available throughout the duration of the tournament. Approval of vendor permits and post-event sales must be obtained from the SPARD Director of Recreation and Sports or his/her designee.
- H. **All tournament reservations, including deposit payment, must be made no less than ten (10) business days prior to the event. A tournament is not considered booked until the deposit is paid.**
- I. Tentative schedules must be forwarded to the SPARD by the fifth (5th) business day prior to the event with final schedules due at 9:00 a.m. two business days before the event.
- J. Scoreboards: Field usages will include availability of scoreboard controllers at no additional cost, if requested by the user.
- K. Keys: Keys may be checked out to the scorekeepers tower and concessions stands, if requested. If keys are checked out they must be returned by 12:00 p.m. on the next business day after the tournament concludes.

III. CANCELLATION:

- A. SPARD reserves the right to cancel field usage for any of the following reasons:
 - 1. Weather Conditions – at any time;
 - 2. Scheduling Conflicts;
 - 3. Field Conditions; or
 - 4. Field usage poses an unreasonable risk to the public health, safety or welfare.
- B. Should the user choose to cancel the event, the deposit will be refunded per the following schedule:
 - 1. Three (3) Months or more prior to event - 100% refund
 - 2. More than one (1) month but less than three (3) months prior to event – 50% refund
 - 3. Less than one (1) month prior to the event – no refund.
 - 4. If the user wishes to reschedule the tournament, the request to reschedule must be made in at least one (1) month prior to the tournament date. Failure to do so may result in the user forfeiting its original deposit and having to make another.

IV. SANCTIONING/INSURANCE REQUIREMENTS:

If the event is not sanctioned by an organization or governing body that provides insurance coverage to all participants, the **user is required** to procure and maintain, at its sole cost and expense for the duration of this Usage Agreement, **Commercial General Liability insurance** in the name of the **User**, for limits of not less than **\$1,000,000** for **personal injury, death, or property damage to rented property arising out of any one occurrence**. This insurance policy must cover, in addition to the general public, all event staff, as well as their support staff, and any other individual participating in or attending the event for

which the facility is rented. The insurance shall name the City of Starkville as additional insured and contain a waiver of subrogation in favor of the City of Starkville. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. **User** must furnish proof of coverage through a Certificate of Insurance no less than ten (10) business days before the event.

V. ADVANCED RESERVATIONS:

Reservations may be made up to one (1) calendar year in advance. All fees and applicable deposits must be paid according to Section I. (e.g. a reservation for a tournament scheduled for May 30, 2018 may be made beginning May 31, 2017). Usage dates will be booked on a first come, first served basis, and may be subordinate to City-sponsored events.

VI. The Tournament Reservation Application to which this Agreement relates is made a part of this Agreement as if recited in whole herein and is incorporated by reference thereto. In the event of a conflict between this Agreement and the application, the City shall resolve and interpret same.

VII. INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

VIII. RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

As the User of the Starkville Athletic Fields(s) and the responsible party for the tournament, I fully understand and agree to adhere to all of the above terms and conditions of this Agreement and all applicable ordinances, resolutions, guidelines, policies, procedures and restrictions throughout the time of my usage/tournament.

Signature of User/Authorized Representative **Date**

SPARD Signature of Approval **Date**
Director of Recreation and Sports

SPARD Signature of Approval **Date**
Director of Maintenance

SPARD Signature of Approval **Date**
Director

In keeping with our customer service attitude, we want to meet your needs. We realize not all tournaments are alike in format or structure. If you require further assistance outside the guidelines set forth in this agreement, please do not hesitate to contact our office. We appreciate your support.

In case of a service emergency during office hours please call: SPARD at 662-323-2294. After hours service emergencies contact SPARD On-Call Number at 662-341-0475. For all medical and security emergencies, please contact 911.

Tournament Reservation Application

Official Name of Tournament: _____

Estimated Number of Teams/Participants: _____ Estimated Spectators: _____

Tournament Entry Fee: _____

Contact Name: _____ Contact Phone: _____

Contact Email: _____ Tournament Website _____

Name and Mailing Address for Deposit return Check:

Month/Day(s): _____

Field(s):

Do you intend to have Vendors (circle one): YES / NO

Number of Vendors: _____ (all must register as a Transient Vendor with the City Clerk's office. Call 662-323-2525 and ask for the City Clerk's office or access the packet online at <http://www.cityofstarkville.org/DocumentCenter/View/2294>.)

Fees, including deposits: See below schedule.

Deposit	
\$250 Per Complex for multi-day tournaments, \$100 for single-day tournaments	
Fees	
Field Cost: \$150/field x _____ fields =	_____
Inclement weather prep* _____ =	_____
Non-Prep: \$25/hour (day) or \$50/hour (lights) _____	_____
Additional Prep: \$100/field x _____ fields =	_____
Concessions*: \$500 or 10% of sales =	_____
Total:	_____
*Inclement weather prep and Concessions may be paid after the tournament is complete	

As the User of the Starkville Athletic Fields(s) and the responsible party for the tournament, I fully understand and agree to adhere to all of the above guidelines, policies, procedures and restrictions throughout the time of my usage/tournament.

 Name, Title

 Date