

SPRINGS PARK COMPLEX USER AGREEMENT FORM
CITY OF WHITE SULPHUR SPRINGS

105 W. Hampton St., P.O. Box 442, White Sulphur Springs, MT 59645
Phone: (406 547-3911 Fax: (406) 547-3945 Email: wss@itstriangle.com

Name of Event: _____ Expected # of People: _____
Facility or Park Area: Baseball Field (west) Baseball Field (east) Springs Park Pavilion
 Springs Park Playground Other: _____
Date(s) of Event: _____ Times needed (incl. Set-up/Clean-up) _____
Responsible Party/Authorized Representative: _____
Contact Info: Phone # _____ Email: _____

POLICY: This form **must be completed** for any reserved event/activity to be held in a City Park or facility. All fees (see *) may be found on the City Fee Schedule on file at City Hall.

Please check the items which apply:

- Food will be served Food will be sold (Vendor) Electricity will be needed (fee*) Amplified sound
 Tent or Canopy will be used [Tent Canopy] Portable Toilets will be on site
 Alcohol will be served Name of Server: _____
(Requires Open Container Waiver) Server Phone #: _____

By submitting this Application, the User understands and agrees to the following (initial each):

- _____ No Driving or Staking on the grass at any time.
- _____ Must have valid Park User Agreement with you at the event.
- _____ Area of park to be used will be left clean and all trash removed. Damages will be assessed if park is not left clean, with all trash removed immediately following event, or if damage occurs to the park.
- _____ Must comply with all requirements of City Parks Code. (Title 7 Ch. 5 WSS Code of Ordinance)
- _____ Only gas grills/fire pits allowed with fire extinguisher (no charcoal grills or wood fires). Grills cannot be placed under shade structures or trees.
- _____ The City reserves the right to cancel permitted events due to inclement weather or as otherwise necessary.
- _____ Use of all parks is "at your own risk". All Users agree the City is not liable for injury or damage occurring as a result of park usage.

Are you requesting a waiver of the insurance requirement? Yes No *If yes, submit reasons on separate page*
Are you opting for Event Insurance? Yes No

By signing the form and submitting your application, you agree you have been provided with a copy of the User Information sheet and any Addendum, and agree to be bound by the terms and conditions of the City Ordinances and the terms and conditions stated in the information sheet and Addendum.

Responsible Party: _____ **Date:** _____

Office Use Only

Received by _____ Date ___/___/___ Application Fee: \$ _____ Waived: Yes No Date Received ___/___/___ Check # _____
 Damage Deposit Amount: \$ _____ Date Received ___/___/___ Check # _____
 Insurance Proof Submitted Date Received ___/___/___ Event Insurance Proof Submitted Date Received ___/___/___
 Insurance Waived Mayor's Initials _____ Other Water fees: see Notes below
 Electrical Fee \$ _____ Date Received ___/___/___ Check # _____ Per Day usage rate Rate Waived Mayor's Initials _____
 Inspection Requested Damages Yes No Invoice sent ___/___/___ Paid \$ _____ Check # _____

Notes:

USER INFORMATION SHEET/AGREEMENT

This is an Agreement for the use of certain designated fields and/or areas within the Springs Park Complex between the City of White Sulphur Springs (City) and _____ (User) as identified in the Application. This Agreement is entered into on _____. It is the intent of this User Agreement to protect the User and the City, as well as promote a professional working relationship between both identified organizations which is in the best interests of the community as well as the organizations. This Agreement is subject to the following conditions, as applicable to the location or specific use requested:

1. The term of this Agreement is for the period designated in the Application (single use period) or for the period beginning _____ and ending _____, as applicable. This Agreement is subject to Title 7: Public Ways and Property, Chapter 5: Parks of the City Code of Ordinances, which establishes prohibited acts, allowed uses, and the general process for use.
2. User shall submit a written schedule of requested Complex use months/days/times with the User Agreement Application to the City when requesting a seasonal or long-term use. **The written schedule shall include information as to both practices and games** as applicable. Lack of a submitted schedule may result in areas being unavailable due to other requests. After-hours use is only permitted with prior special approval of the City.
3. It shall be the responsibility of the User to keep and maintain the facilities and all areas adjacent to the facilities in a high degree of cleanliness at all times during the term of this Agreement, and particularly following any organized event or session held by the User. This includes policing the area for trash or damage, and reporting any damage to the City promptly. Inspection and routine maintenance may be performed by City staff on their schedule. Maintenance due to damage caused by attendees to an event are the responsibility of the User.
4. It is the responsibility of the User to exercise reasonable stewardship in the use of the Complex, and to leave the Complex, upon termination of the Agreement, in the same or similar condition as at the beginning of this Agreement. This includes but is not limited to maintenance of the baseball diamond, any striping, or other work required, and includes the fencing, lighting, or other amenities associated with the location, such as the grounds or pavilion. If this is not possible, the User shall provide the City with an approved schedule of the work to be performed to return the Complex to its original condition, together with a designation as to the responsibility for performance of the work (private party or contractor) and funds for the performance of the work. Failure to perform the work as indicated shall result in an invoice to the User Group for all costs associated with bringing the Complex into good repair.
5. All accidents, damage, breakage, loss, or maintenance issues must be immediately reported to the City of White Sulphur Springs.
6. User may not store equipment at or on any field or premises, except as expressly authorized by the City of White Sulphur Springs, in writing.
7. Users may not possess alcohol without an approved Open Container Waiver (WSS Code Title 5 Chapter 6). Alcoholic beverages discovered in violation of this section shall be considered contraband, and are subject to confiscation and/or destruction or disposal by law enforcement. Violation of this provision may result in a revocation of this Agreement.
8. A damage deposit is required for reserved uses. Damage deposits are refunded, if approved, within 10 business days after the event is held. If the event is a multi-day event, the deposit will be held until the end of the reservation or season, as applicable.
 - The damage deposit is due once the application has been approved by the City.
 - The Mayor may waive or modify damage deposits as they deem appropriate.
 - All costs due to damages by the holder of a permit or any person(s) within their party are the responsibility of the permit holder. This includes but is not limited to vandalism, damage/destruction caused by abusive use, and garbage left at the site. These costs may be greater than the damage deposit received and may be invoiced to the permit holder.
9. The User shall obtain and maintain, for the duration of the Agreement, commercial general liability insurance or event insurance covering the use under the Agreement. The insurance policy shall contain no exceptions or exclusions for activities conducted under or related to the permitted activities, and shall, at a minimum, insure against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the User, their guests, agents, representatives, employees, or subcontractors. All policies of insurance for the User shall contain a provision naming the City, its officers, agents, and employees, as

additional insureds on a primary non-contributory basis with respect to liability arising out of the use of the Complex, including work or operations performed by or on behalf of the User, and materials, parts or equipment furnished in connection with such work or operations and shall be provided to the City and maintained on file. The additional insured coverage shall be in a form acceptable to the City, and shall have limits no less than \$750,000.00 per claimant and \$1,500,000.00 per occurrence. And each entity, officer, agent or employee, although named as an additional insured, shall nevertheless be entitled to recover under said policies for loss, injury, or damage to the City by reason of the negligence of User on behalf of itself and its insurance carrier and the User hereby fully and completely waives any subrogation or reimbursement rights of any type against the City, its officers, agents, and employees, for claims, judgments, settlements, defense costs or liabilities paid as a result of User's use of the premises referred to herein.

10. The User/Applicant, to the fullest extent permitted by law, hereby agrees to release, defend, indemnify, and hold harmless the City of White Sulphur Springs, its elected officials, officers, agents, employees, consultants, and assigns, from and against any and all actions, claims, damages, losses, demands, or assertions of liability, costs, and expenses, including but not limited to reasonable attorney's fees or other costs of resolution, involving or relating to any harm, injury, or damage suffered or sustained, whether tangible or intangible, which in any manner may arise or be alleged to have arisen, or resulted or alleged to have resulted, from the application or modification of the identified property through this process, save only intentional acts which can be proven. In the event an elected official, officer, agent, employee, consultant, or assign should be a member of a User Group, such membership may not be used to shield the elected official, officer, agent, employee, consultant, or assign from responsibility for an event sponsored by the User Group by virtue of the hold harmless provision.
11. The User shall make no alterations, additions, or improvements in or on the Complex unless first approved by the City in writing. Any such alterations, additions, or improvements made with City approval shall become the property of the City and shall remain a part of the premises. Installation of a portable facility which may be removed when not in use is not an "addition" to the Complex which becomes the property of the City.
12. Special Rules for Vendors - §7.5.16
 - No user shall sell food, beverages, goods or merchandise, charge fees for admission, or host food trucks without the prior written authorization from the City of White Sulphur Springs.
 - All Vendors must possess a City business license and an approved Park Reservation permit.
 - Vendors shall comply with the vending license defined in WSS code Title 3, Chapters 2 and 3.
 - If the sales of food and beverage is planned, all health department regulations must be met.
 - No permanent advertising/signage is permitted.
13. The City reserves the right to enter the Complex at any time and for any purpose, including but not limited to: maintenance and repair of the Complex. Any maintenance or repair undertaken by the City may result in closure of some or all of the Complex, which takes precedence over any User Agreement.
14. **Complex Closure Policy:** Playing within the Complex under certain conditions, including but not limited to those listed below, can damage the Complex and make it unplayable. Play within certain areas of the Complex (particularly the fields) is prohibited under any of the following conditions:
 - The Complex is closed by the City for renovation or repair
 - Standing water is present on the grounds
 - 0.25" of rain or more has fallen within the previous 24 hours
 - Grounds are frozen
 - Grounds are wet and/or "spongy," or muddy, and soil clumps or clings to shoes
 - Steady rain is falling, leading to the ground conditions described above
 - A lightning/electrical storm or high wind event is occurring
 - The Complex is deemed unsuitable for use by the City for any reason
15. At the time this Agreement is signed by both Parties, User shall provide to the City a copy of the following: its list of officers and/or board members and/or list of authorized volunteers and its proposed schedule. Each year a new request must be filed with the City and an updated list of officers and/or board members and/or authorized volunteers and its proposed schedule is required.
16. The City reserves the right to consider the donation of time, labor, or materials in lieu of cash payment for user fees.
17. Vehicles shall be parked only in designated areas. Driveways and entrances must be kept clear at all times. The posted speed limit must be observed. No parking on the grass. Violators may be ticketed by the City of White Sulphur Springs (which may be through law enforcement) or towed at the owner's expense.

18. The City of White Sulphur Springs will not be held responsible for any personal property loss or damage to vehicles or other personal property.
19. User agrees that the individual taking responsibility for the Application is over 18 and with alcohol in use is over 21 years of age. User understands and will ensure that an authorized representative of the organization/User, who is at least the age of 21, will remain on the premises for the duration of the event. User understands that the organization is solely responsible for determining whether the site is safe and appropriate for use prior to each use, and will notify the City of White Sulphur Springs of any known safety hazard. Safety includes protection of the resources as well as participants.
20. The User is subject to the provisions of this User Agreement, and will not discriminate or permit discrimination against any person or class of persons by reason of race, color, religion, sex (including gender identity, gender expression, or sexual orientation), age, marital status, family/parental status, income derived from any public assistance program, national origin, political ideation, reprisal or retaliation for prior credible activity, physical or mental disability, genetics, or veteran status. This applies to the use of all City facilities and participation in any City-sponsored activities. User will provide reasonable accommodations to the fullest extent required by law. Discrimination complaints should be sent to the City, c/o the Mayor.

Mayor, City of White Sulphur Springs

Date

Print: _____
User Group Representative

Date

ADA NOTICE - CITY

The City of White Sulphur Springs is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The City will not exclude persons with disabilities from participation at its meetings or otherwise deny them the City's services, programs, or activities.

Persons with disabilities requiring accommodations to participate in the city's meetings, services, programs, or activities should contact the City Clerk as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following: Phone: (406) 547-3911; TYY Relay Service 1-800-253-4091 or 711. Email: wss@itstriangle.com - Mailing address P.O. Box 442 White Sulphur Springs, MT 59645-0442. Physical location: 105 W. Hampton, White Sulphur Springs, MT.

***WHITE SULPHUR SPRINGS CITY PARKS ARE TOBACCO AND VAPE FREE.
FOR THE HEALTH AND ENJOYMENT OF ALL, THANK YOU FOR NOT USING THESE PRODUCTS.***