

BOZEMAN SPORTS PARKS FOUNDATION USER AGREEMENT for FIELD RENTALS

Introduction

The following constitutes a binding User Agreement between the Bozeman Sports Parks Foundation (“BSPF”) and the user group (the “User”) at the time of User’s completion of a Field Rental Application (the “Rental Application”) for use of fields managed by the Bozeman Sports Parks Foundation (“BSPF”) including, but not limited to the Adam Bronken Memorial Sports Complex fields (“Bronken”), Bozeman Sports Park (“BSP”), and/or additional fields under the management of BSPF (collectively the “Sports Fields”). Bronken, BSP, and all other Sports Fields are City-owned parks that are maintained by the City of Bozeman and managed by BSPF. Long-term Users are defined as Users who rent fields four (4) or more days per month. Short-term Users are defined as Users who rent fields three (3) days or less per month.

Contact:

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Bozeman Sports Parks Foundation Services

BSPF rents fields for athletic, community, corporate, philanthropic and private events. BSPF will make every effort to have fields ready for events by the beginning of each season. However, BSPF reserves the right to delay field availability due to unfavorable weather or field conditions. Typical opening dates are on or around March 15 for artificial turf fields, and on or around April 15 for grass fields. Special arrangements may be allowed based on conditions.

BSPF is responsible for: Field rentals through BSPF come with our standard deliverables for your activity.:

- Fields in playable/ready condition at the time and location scheduled. Rates, schedule and availability may be found on our website, www.bozemansportsparks.org.
- Goals (lacrosse and soccer), user supplies balls and equipment.
- Checking on property and fields throughout the day/week.
- Clean, stocked and functioning restrooms.
- Painting lines (weather/field conditions permitting) to the best of our ability in order to maintain common field markings germane to scheduled activity. No additional painting of any field is permitted.
- Placing garbage and recycling receptacles throughout the primary facilities.
- Additional a la carte services are available upon request, associated fees are outlined on our website, www.bozemansportsparks.org.

Scheduling Procedures

Field availability is based on prior reservations, field conditions, weather, and maintenance schedules. Users must submit the BSPF Rental Application by January 15, March 15 and June 15 of each year to schedule games, practices and events for the respective season. After confirming scheduled dates, BSPF will make available any unused field space for other individuals or groups.

Reservation requests will be accepted online at www.bozemansportsparks.org. A Rental Application must be filled out. Verbal requests for field rentals will not be accepted. Changes to application are only accepted by email to the Field Use Manager. Only Users who have completed the Rental Application, have submitted a signed User Agreement, and the required deposit will be considered for rentals. Field requests will not be accepted from any User with outstanding fees owed to BSPF until such fees have been paid.

If the request for fields can be accommodated within BSPF inventory, users will be allocated their full request. With various Users applying for rentals, scheduling conflicts will occur from time to time. Scheduling conflicts will be resolved using an established priority formula, which takes into consideration annual revenue generated by the Users to BSPF. With equal revenue by Users, fields will be split evenly.

If capacity has been reached at the primary facilities of BSPF and overflow parks are needed, then younger players will be moved to overflow parks. Field painting will be minimal at overflow locations and Users will be given a \$10 per hour discount. Special request for lines is an extra charge. Visit our website, www.bozemansportsparks.org for prices.

After a deposit has been submitted, and the field request is reviewed and approved, this User Agreement shall mature into a binding contract between User and BSPF.

Tournaments/Special Events

Tournaments spanning more than one day will be charged an additional non-refundable management fee. Please find rates on our website at www.bozemansportsparks.org. The tournament fee is due thirty (30) days in advance of first day of the tournament.

BPSF reserves the right to require additional permission, permits, fees, and security deposits; to increase the fee based on the nature of the activity; and to require additional responsibilities of the User provided BSPF provides User with written notice at least seven (7) days prior to the tournament or special event. Please contact the Facilities Manager to discuss further.

Fees – Deposit, Payment

For long-term rentals, a refundable deposit of 5% of the total amount due per the Rental Application will be due upon submission of the Rental Application and signed User Agreement. If applicable, the deposit will be refunded in the last invoice of the season.

For short-term rentals, a non-refundable deposit of 25% of the total amount due per the Rental Application will be due upon submission of the Rental Application and signed user agreement.

Users who rent fields four (4) or more days/month, will be invoiced on the 3rd of the month for prior month's field reservations (i.e. April 1-30 use will be invoiced promptly on May 3). Payment for Users who rent fields three (3) days/month or less is due on the first day of rental. NOTE: Users will be billed

for the amount of time/fields reserved unless the actual use is greater than the reserved amounts in which case User shall be billed for actual use. Payment will be due upon receipt. Payments that are unpaid for over thirty (30) days are subject to a late charge of 1.5% of amount due compounded daily. Any payment with insufficient funds will be subject to a \$25.00 fee.

Unplayable Field(s)

Users should leave the field and suspend ALL outdoor activities if lightning is observed or thunder is audible. Everyone should immediately seek shelter in a building or automobile and remain in shelter until thirty (30) minutes following the last sign of thunder or lightning.

Additionally, BSPF and/or the Bozeman Parks and Recreation Department reserves the right to delay or cancel play, or restrict access to fields for special occurrences including, but not limited to, the following:

- a. emergency or damage that causes a safety concern;
- b. Standing-water on the field;
- c. wet/spongy soil;
- d. play would result in damage to the field;
- e. inclement weather, severe weather, or steady rain;
- f. visible frost or snow layer on field; and
- g. any other condition or circumstance that necessitates a delay, cancellation, or restriction.

The determination that a delay, cancellation, or restriction is necessitated by any one or more of the conditions or circumstances listed above is in the sole discretion of BSPF and/or the Bozeman Parks and Recreation Department. No appeal is allowed.

Cancellations made by BSPF and/or the Bozeman Parks and Recreation Department will adhere to the following timelines as closely as possible:

SCHEDULED EVENT:	CANCEL NO LATER THAN:
Local game/practice	2 hours before scheduled event
Hosting games involving out of town teams	24 hours before scheduled event
Tournament	24 hours before scheduled event
Custom event (wedding, fundraiser, concert, etc.)	TBD

BSPF will make every effort to accommodate all approved field reservations, especially for tournaments and events that have no rain date options. If additional dates, times, or fields are needed to reschedule make-up games, preapproval by BSPF is required.

Damage resulting from unauthorized use, particularly during wet or snowy conditions, or for any other reasons resulting from the actions of the User, are the responsibility of the User. The User or individual will be held financially responsible for all damages.

Cancellation/Refunds

Long-term Users who cancel a field reservation(s) less than seven (7) days of scheduled date will be responsible for full price of that field rental(s).

Short-term Users who cancel a field reservation at least thirty (30) days in advance of scheduled date will not be charged and will receive full refund of deposit (if applicable). Short-term Users who cancel less

than thirty (30) days in advance of the scheduled date forfeit the deposit and are responsible for any costs incurred by BSPF in relation to User's reservation.

If BSPF cancels a reservation, User will be refunded the deposit and any other fees paid. Users will not receive any other remuneration or compensation.

Cancellation due to unfavorable weather or field conditions that would result in damage of the fields, and BSPF and User cannot find a time to reschedule, User will not be charged.

Expectations & User Responsibilities

In addition to any other expectations and/or User responsibility outlined in this User Agreement, the following provisions also apply:

1. Rental of a BSP facility does not include exclusive use of the entire park. On many occasions, there may be more than one User utilizing Bronken, BSP, Sports Fields, or surrounding areas. Users may not close public areas or extend their activities into spaces outside reserved areas.
2. Field use is limited to the specified times as noted on the approved Rental Application. It is the User's responsibility to monitor its own field usage, including which field(s) it is scheduled on, and start and end times. Users that go past their scheduled end times will be billed for additional time and may be subject to other penalties such as overages fees and future account stipulations.
3. Field use privileges may be revoked if there is failure to follow BSPF expectations outlined herein.
4. Users must be good stewards and neighbors. The User agrees to maintain and leave all facilities in a sanitary and safe condition. Failure to do so will result in the User paying all costs incurred by BSPF and/or the City to return the premises to its original condition, including all actual costs and a minimum cleaning rate of \$30 per hour. The security deposit received by BSPF from the User will be applied to such costs and User will be responsible for the difference owed.
5. Rentals with an excess of 500 people may be required to provide porta potties at the User's expense.
6. All accidents, damage, breakage, or loss must be immediately reported to the BSPF Field Use Manager.
7. Any maintenance issues must be immediately reported to the BSPF Field Use Manager.
8. The User must pick up all trash after the last game, including any recyclables, and shall deposit each in the appropriate receptacle.
9. User may not store equipment at or on any field or premises, except as expressly authorized by BSPF in writing.
10. User shall not sell food, beverages, goods or merchandise, charge fees for admission, or host food trucks without prior written authorization from the BSPF Facilities Manager.
11. No permanent advertising/signage is permitted. Additionally, all advertising/signage must meet all City of Bozeman rules and regulations.

12. If “locates” are needed the User is responsible for providing that service, along with all associated fees.
13. 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 Bozeman or towed at the owner’s expense.
14. User must provide BSPF with a contact person and phone number who can be notified of game cancellations on the weekends. The contact person will be notified by phone.
15. No animals or pets allowed on the athletic fields. Certified, working service animals may be on the fields, however the handler shall be responsible for cleaning up after said animal and the animal’s behavior including, but limited to, any injury or damage caused by said animal.
16. To avoid damage, the following are not allowed on any turf surface: long cleats, studs and heels on footwear or chairs, stakes in tents, goals or other structures, glass, gum and sunflower seeds.
17. Soccer goals may only be moved by coaches or other individuals approved by the User, who then assumes all responsibility for injuries, damages, or loss.
18. Loudspeakers and public address instruments are prohibited without prior written authorization by the BSPF Facilities Manager.

Legal and Related Considerations

1. User shall comply fully with all applicable local, state and federal laws, regulations, and municipal ordinances.
2. Public drinking and open alcoholic beverages are prohibited in public parks and recreational facilities per § 4.04.030, BMC, unless a waiver has been granted pursuant to § 4.04.050, BMC.
3. User agrees not to discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or actual or perceived sexual orientation, gender identity or disability. Users shall require these nondiscrimination terms of any affiliates or subcontractors performing under this User Agreement.
4. User waives any and all claims and recourse against BSPF or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this User Agreement except for the City of Bozeman’s “fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent” as per 28-2-702, MCA.
5. User agrees to comply with the City of Bozeman’s Park/Field Use Policies, as may be amended from time to time, which can be found online at www.bozeman.net.
6. BSPF requires all Users to provide a certificate of liability insurance in at least the amounts of \$750,000 per occurrence, \$1,500,000 annual aggregate, naming BSPF and the City of Bozeman as additionally insured, insuring BSPF and the City of Bozeman and the User against loss and liability for damages including, but not limited to, personal injury, death, or property damage arising out of,

or in connection with the use of the park, provided by a company licensed to conduct insurance business in Montana. In addition, the policy or policies shall contain a provision that no cancellation thereof shall be effective by the insurer without thirty (30) days written notice to BSPF and the City of Bozeman and the insured Users. The insurance must be in place and the User shall provide proof of insurance satisfactory to BSPF and the City of Bozeman prior to the commencement of the use covered by the User Agreement or the use will not commence as scheduled. Proof of insurance must be provided two (2) weeks prior to the commencement date of use.

7. User will defend, indemnify, and hold harmless BSPF and the City of Bozeman, as well as their officers, agents, and employees against and from any and all actions, omissions, suits, judgements, claims, demands, costs, expenses (including attorney's fees) and liabilities of any character whatsoever, brought or asserted for injuries to, or the death of any person or persons or damages arising out of, resulting from, or occurring in connection with this User Agreement or User's occupancy or use of the rented space
8. BSPF and the City of Bozeman are not responsible for any personal property loss or damage to vehicles or other personal property.
9. BSPF will notify the User in writing, of any breach of the User Agreement. Upon receipt of this notice, the User must arrange a meeting with the BSPF to discuss the breach and/or violation and available remedies. If an agreement cannot be reached regarding a remedy, the BSPF reserves the right to revoke or terminate the User Agreement after ten (10) days upon written notice of such revocation or termination. Notwithstanding the foregoing, BSPF may revoke or terminate the User Agreement without notice effective immediately if BSPF deems it necessary to protect public health, safety or welfare. Upon revocation, surrender or termination of the User Agreement, the User agrees to quietly and peaceably surrender the premise in the same condition as the premises were in at the time the use commenced.
10. **By signing this document, you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.**

Acceptance By User

Name, Title

Name, Title

User Signature

BSPF Signature

Date

Date