



CITY OF URBANA

205 South Main Street, Urbana, Ohio 43078
P: (937) 652-1053 F: (937) 652-4306
www.urbanaohio.com

**PARKS AND RECREATION
CITY PARK USE AGREEMENT**

Form Updated January 1, 2013

This agreement between the City of Urbana, (hereinafter referred to as “City”), and the person or entity listed below, (hereinafter referred to as “person/entity”), for the use of City of Urbana property upon the terms and conditions set forth in this agreement.

1. Parties: The parties to this agreement are:

a) City: City of Urbana
Attn: Parks Superintendent
Address: 205 South Main Street
Urbana, Ohio 43078

b) Person/Entity: (Include responsible party’s name, entity name if applicable, address, and contact phone/email)

2. Premises: The premises associated with this agreement include the following:

3. Term: The term of this agreement (list dates/time):

4. UYS Sports: Urbana Youth Sports is the primary provider of public youth sports for the Urbana community and through an agreement between the City of Urbana and UYS, UYS is given 1st use of the respective athletic fields/areas, including concession stands, during their respective season (includes scheduled pre-season practices/scrimmages).

5. Fee(s): See Appendix 1 of Administration Regulation 26—Parks & Regulation for any fee(s) that may apply.
6. Use: During the authorized dates/times, the person/entity may use the designated area for the agreed-upon activities under the following conditions:
 - a) All appropriate state, county, and city regulations will be observed by participants (including City Park rules & regulations as found in Administrative Regulation 26—Park & Recreation). Person/Entity shall not conduct any hazardous activity on the premises or any activity which will increase the City's insurance premium.
 - b) The Person/Entity will be responsible for maintaining and operating the programs in coordination with the Urbana Parks Superintendent.
 - c) Participants of the Person/Entity's program must conduct themselves, and the use of their equipment and vehicles, in a safe and lawful manner.
 - d) All property, tangible and intangible, of either the Person/Entity or participants, including customers/visitors in, about or upon the designated premises, shall be at the sole risk and responsibility of the individual owner of the property.
 - e) Any license required, such as a Concession license, is the responsibility of the Person/Entity.
 - f) No fee or admission charge can be collected unless prior approval is received from the Parks Superintendent.
7. City's Responsibilities:
 - a) List any agreed-upon responsibilities of the City:

8. Person/Entities Responsibilities:
 - a) Ensure participants (including legal guardians of minors) sign a City approved waiver of responsibility that releases the Person/Entity and the City from all claims resulting from and all injuries sustained while participating in the activities. The signed waiver of responsibility forms shall be maintained by the Person/Entity for a minimum of two years. No participants shall be allowed to participate in organized events conducted under this agreement until the waiver of responsibility has been signed.
 - b) The Person/Entity shall not make any alterations, additions, or improvements of a structural nature on the premises without coordinating with the Parks Superintendent.
 - c) Liability insurance must be maintained by the Person/Entity. The Person/Entity agrees that it will indemnify and hold the City harmless from any and all liability, arising from injury to persons or property, within the premises. The City includes its elected officials, employees, agents, and staff. The Person/Entity shall carry and keep in full force and effect public liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit, and property damage coverage of at least one hundred thousand (\$100,000.00). All of such policies of insurance shall name the City as an additional insured and shall provide that such policies of insurance may not be cancelled without first giving the City thirty (30) days prior written notice. The Person/Entity shall furnish certificates of insurance or duplicate policies to the City.

- d) Ensure the premises are maintained and returned in a clean condition (similar to how it was received).
- e) Responsible for damages above and beyond normal wear and tear.

9. Cancellation of Agreement: The City of Urbana, including the Urbana Parks Superintendent, reserves the right to cancel this agreement if violations of this agreement, Park Rules & Regulations, or other violation of City, State, or Federal law occurs (preponderance of evidence standard used as determined by the best judgment of the Urbana Parks Superintendent or Director of Administration).

Signed this _____ day of _____, 20____

For the City of Urbana

For Person/Entity

By: _____
Chris Stokes
Parks Superintendent
City of Urbana

By: _____
Signature

Name (Print)

Position/Title (Print)