SOFTBALL FIELD USE AGREEMENT

The West Lafayette Parks and Recreation Department ("Parks), agrees to allow _____ ("User"), exclusive use of the Arni Cohen Softball Fields(s) under the following terms and conditions:

1. **Site** User shall have exclusive use of the following softball field(s) at the Arni Cohen Softball Complex: _____. User shall also have non-exclusive use of parking lot, restrooms and drinking fountain at said facility.

   Parks shall determine whether a field is playable. Any event, including weekend tournaments, games, or practices may be halted or suspended if fields are not deemed playable. If the field is determined by Parks to be unplayable, fees shall be pro-rated and this agreement shall be void.

2. **Date &Time** User's exclusive use of the field(s) shall be on _____, 20____, from _____. In no event shall User begin games before 8:00 a.m. or continue after dark unless agreeing to use of lights.

3. **User Representative** At least one of the following designated User representatives shall be present during use of the site.

   _____ _____
   Name Phone

   _____ _____
   Name Phone

4. **Fees** Parks shall charge $75.00 per day per field for the use of the site. Fee shall be paid at execution of the Agreement. The fee shall include daily field preparation, including lining, use of bases and emptying of trash receptacles, and one Parks designated employee.

   Fee for use of lights is $30 per hour per field. Hours of light use will be:

   _____. Total fee: _____.

   All lights must be off by 11:00 p.m.

   User may charge entry fee for teams playing at the site, but may not charge admission to the site.

5. **Restrictions** The use of the field(s) is restricted to civic, community, educational and recreational groups, including activities or functions sponsored or promoted by the City of West Lafayette.

The fields shall be used for softball use only.

6. **Liability** User shall be liable for any claims, damage or loss to person or property arising from the use of Park facilities. User shall hold harmless and indemnify Parks and its employees from any such claims, damages or loss.

   User shall provide proof of liability insurance at execution of this Agreement in an amount of not less than $1,000,000.00 per occurrence and $2,000,000 aggregate limit.

7. **Rules** User has read and understands the rules governing the use of the facilities, has explained them to participants, and has agreed to follow them. User understands that the activity may be suspended immediately and/or the participants may lose the privilege of use of the facilities if rules are not followed.

8. **Maintenance** User shall be responsible for the general cleanliness of the sited during their use. Facility shall be returned to Parks in same condition as it was prior to use. If facility is damaged or not clean the User shall be charged for the repair to damaged property and extra maintenance required by Parks and may be denied future use.

DATED this _____ day of _____, 200___.

WEST LAFAYETTE PARK & RECREATION DEPARTMENT:	_____ Name of Group
By: _____	By: _____
Title: _____	Title: _____
609 West Navajo West Lafayette, IN 47906 Phone: (765) 775-5110	Address: _____ _____ Phone: _____

Make check payable to: City of West Lafayette
Send to: West Lafayette Parks and Recreation
609 West Navajo Drive
West Lafayette, IN 47906

RULES

1. All activities must be supervised and the User representative shall be present at all times.

2. Possessing or consuming alcoholic beverages is strictly prohibited on public property. Persons observed possessing or consuming alcohol are subject to arrest.

3. User shall not engage in any action that will be a violation of any municipal, state or federal laws or regulations.

4. Commercial Enterprises: No sales of articles, privileges, or services are permitted without a permit from the Parks.

5. Signs: Signs, advertisements, and notices are not to be posted without a permit from the Parks.

6. Parking: Cars, motorcycles, or other vehicles must be parked in those areas designated for public parking.

Office Use Only

□ Certificate of Insurance Received
□ Fee Paid Check # _____
□ Signed Agreement Sent to User