



13th Street Sports Park Ballfield Use Policy

DAILY COST

- \$100 PER FIELD USE FEE
- \$50 CONCESSION STAND USE FEE
- \$20 PER FIELD LIGHTING USE FEE (Diamond 3 does not have lights)

Non-refundable security deposit of \$50/field per event required (deposit is refunded if use conditions are upheld)

COST OF ENTIRE COMPLEX FOR ONE-DAY EVENT: \$510

Use of the facility includes field prep at the beginning of each day, a chalker and rakes available for small maintenance items throughout the day.

Event Date(s): _____

Person/Organization: _____ Contact Name: _____

Contact Phone: _____ - _____ - _____ Contact Email: _____

Address: _____

Signature: _____ Date: _____

Diamond 1 \$100/day \$20/day light fee # of days: _____ Lights: Y / N	Diamond 2 \$100/day \$20/day light fee # of days: _____ Lights: Y / N	Diamond 3 \$100/day <i>No lights available</i> # of days: _____	Diamond 4 \$100/day \$20/day light fee # of days: _____ Lights: Y / N
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Concession Stand
\$50/day
of days: _____

Equipment Needed: _____

Deposit Due: \$ _____ Total Amount Due: \$ _____

Contact Information:

Assistant Recreation Director:

Austin Yanez | 316.733.1303 x461 | ayanez@andoverks.com

1607 E. Central Ave. Andover, KS 67002

13th Street Sports Park

1008 E. 13th St. Andover, KS 67002

For office use only

Funds received by: _____

Date received: _____

Check #: _____

Signature: _____

Payments and Refunds: All fees charged shall be payable in advance. Separate checks for the deposit and the use fee are required. Fees for scheduled activities will be refunded if the activity is cancelled and a 48-hour notice is given. Application for use of the facility shall be submitted at least one week prior to date(s) requested.

Deposit: Licensee shall provide a deposit of \$50/field per day with the submittal of the facility reservation form. This deposit will be held until after Licensee's event. If Licensee finds any damage upon Licensee's arrival, Licensee shall advise the 911 Dispatcher on duty immediately. The Dispatcher can be contacted at 316-733-5177. Licensee shall be responsible for all costs of replacement or repair caused by any and all damage to the ballfields or contents thereof. If Licensee is found to be occupying the 13th Street Sports Park ballfields outside of the space and/or time set forth on the reservation form, the deposit money will be forfeited by the Licensee.

Facility Tour; Acceptance: Licensee shall schedule and attend a tour of the ballfields with City Staff prior to the use date. Call 316-733-1303 x461 to arrange for an appointment. (Please note, the tour requirement can be waived if the Licensee has been on a facility tour of the ballfields in the last 365 days.) Licensee shall receive and accept the ballfields in the condition at the time Licensee commences use of the 13th Street Sports Park ballfields, which condition Licensee has examined and hereby approves. Licensee assumes all risks of, and City shall not be liable for, injury to persons and damage to property resulting from the condition of requested ballfields.

Supervision: When an event will have a group of attendees under the age of 21, one adult supervisor per every 15 youth is required to be at the park at all times during said event. Each licensee of the ballfields shall employ, at Licensee's expense, such additional police officers for any event or attraction as, in the opinion of the City, are required to protect life and property.

A certificate of Liability Insurance for \$1,000,000, naming the City as an additional insured, is required for events that anticipate more than 250 people to attend. ***Inflatables/bouncy houses are not allowed.***

Smoking and Alcohol: Smoking is allowed but must occur at least 20 feet from windows, doors and air intake systems of any buildings. Alcohol is *not* permitted in the park.

Clean-Up: Upon the termination of use of the park, Licensee shall surrender the park in as good, if not better, condition than upon commencement of Licensee's use of the park. Clean-up is to be done within the approved reservation time. The City will not be responsible for items left in the park. Proper cleaning requirements are outlined in the Deposit Return Checklist (attached) and will be reviewed during the Facility Tour by City Staff.

Keys: Keys must be returned to Andover City Hall within 48 hours of the event's end time. There is a drop box located at the front of City Hall for after-hours key drops.

License: The City will grant only a revocable non-exclusive license to Licensee to use, for the purposes and in the manner set forth on the reservation form, and as approved by the City, the ballfields for the period set forth on the reservation form. This may be revoked by the City at any time, for any reason in the City's sole discretion, including, but not limited to, Licensee's (1) failure to pay use fees due hereunder, (2) breach of any term of this Policy or reservation form, (3) scheduling conflicts, (4) illegal or alleged illegal activity at the park, or (5) violation of any City rules with respect to use of the park. In the event the City revokes this license prior to Licensee's use of the park and not as a result of Licensee's breach of its obligations under this Policy or the reservation form, the City shall refund the use fees paid by the Licensee. Such refund shall be Licensee's sole remedy for such revocation.

Rules and Regulations: The City may from time to time establish rules and regulations for the use of the park. Licensee agrees that it, its agents, employees, representatives, assigns, guests, and invitees shall comply with all such rules and regulations at all times. The Licensee must be at least 21 years of age.

Liability and Indemnity: The Licensee, its agents, employees, representatives, assigns, guests, invitees and others using the 13th Street Sports Park ballfields and adjacent premises under this Policy, shall waive any claim(s) whatsoever against the City, any department thereof, its Governing Body and its Representatives (collectively, "Indemnitees"), for any loss, injury, or damage during the time the 13th Street Sports Park ballfields are used and occupied by said Licensee. Licensee shall indemnify, defend, and hold the Indemnitees harmless from any and all damages, losses, costs, claims, liabilities, or expenses (including attorney's fees and expenses) (collectively, "Losses") arising out of or relating to the Licensee's or Licensee's agents, employees, representatives, assigns, guests, invitees, and others using the park, use of the park and/or any occurrence at or on the park during the Licensee's use thereof to the extent such Losses were not caused by the acts or omissions of Indemnitees. The Indemnitees shall not be liable to Licensee, its agents, employees, representatives, assigns, guests, invitees or others using the park for any consequential or incidental damages arising or resulting from the performance or breach of this Policy or licensing of the ballfields to Licensee.

Right of Refusal: The City is hereby authorized and granted the authority to refuse the use of the ballfields or any part thereof, to Licensee or any agent, employee, representative, assign, guest, or invitee of Licensee when such use would be contrary to sound public policy, or where, in the City's sole opinion, such use would be objectionable to the public.

I, _____, have read and agree to the terms and conditions described in this Use Policy. I understand my deposit will not be refunded if the terms and conditions of this agreement are not followed.

Licensee Date

City of Andover Representative Date

Deposit Return Checklist

To get your deposit back you must complete this list in its entirety

- 1) Remove all trash from the facility and place in dumpsters. Includes concession area, bathrooms, and outside trash. (Dumpsters are located on west side of the ACC.)
- 2) Place all equipment borrowed inside the designated storage area.
- 3) Remove concession items from concession stand.
- 4) Clean all countertops and sinks.
- 5) Turn off all field lights.
- 6) Lock all doors.