

AGREEMENT FOR USE OF THE ATHLETIC FIELDS AT LIVE OAK PARK

Reserved use of the athletic fields at Live Oak Park is limited to resident, non-profit organizations. Resident organization is defined as an organization, based in Temple City with a membership of 51% or more Temple City residents. Each organization requesting reserved use of the athletic fields must present actual enrollment data from their previous season indicating names and addresses of all participants. Upon receipt, CITY will count the number of Temple City residents. The number of Temple City residents must be determined and confirmed by CITY prior to reserved use of the fields. Organizations not meeting the 51% residency requirement can request a waiver of this requirement from the Parks & Recreation Commission.

_____, hereinafter referred to as "SPORTS GROUP", in being granted use of the Athletic Fields at Live Oak Park, hereby agrees to abide by all provisions of the Temple City Municipal Code, as well as the specific conditions herein set forth as follows:

1. OPERATING RESPONSIBILITIES. SPORTS GROUP shall be entitled to reserved use of the fields from (time), (days of use), (date of use). All functions shall close no later than 10 p.m. Organized use of fields on Sundays and holidays is prohibited unless the Parks & Recreation Director, or designee, grants special permission. CITY does not discriminate on the basis of race, color, national origin, age or disability in admission to, or treatment in, its programs, activities, or use of facilities. It is the responsibility of SPORTS GROUP to fulfill the provisions of the Americans With Disabilities Act when using CITY facility.
2. RULES & REGULATIONS. SPORTS GROUP agrees to abide by all terms of this agreement and to instruct all responsible persons within its organization as to the terms of this agreement and the following rules and regulations:
 - a. SPORTS GROUP must designate a representative adult(s) to be present during any/all practices and/or games.
 - b. Alcoholic beverages are not permitted on park premises (including parking facilities).
 - c. Use of metal cleats is prohibited.
 - d. If field conditions warrant no use, as determined by CITY, CITY will post a red flag at the field site. SPORTS GROUP is not allowed to use the fields as long as the red flag is posted. This includes all turf areas, as well as the infields of the softball and baseball fields.
 - e. Driving, operating, or parking any motor vehicle on the park is prohibited, including the cement area behind the snack bar. In case of medical emergencies, only emergency vehicles will be allowed on the park.
 - f. Loudspeakers and/or amplified sound equipment must be reasonably used and be compatible with the residential neighborhood. All public address system use for athletic events must pertain to the game being played. "Play-by-play" announcing is prohibited. Request from CITY to reduce volume must be honored.
 - g. SPORTS GROUP is responsible for picking up all trash and litter from the playing fields, as well as the surrounding areas after each use. SPORTS GROUP shall empty trashcans into the dumpsters after each use. Failure to pick up trash, or to empty trashcans, may result in a maintenance fee being assessed.
 - h. Field layout must be submitted to, and approved by, CITY prior to scheduled use. CITY must be advised prior to lining any fields. Burning lines is not permitted. Only approved material is to be used to line the fields. SPORTS GROUP is expected to rotate fields and practice areas to prevent overuse in any one area. Failure to comply

with these requirements may result in SPORTS GROUP paying for all damages occurring to the facility and/or termination of any/all field use permits for one year.

- i. At the conclusion of evening games, practices, and activities, all spectators and participants must leave the park quickly and quietly.
3. MAINTENANCE. CITY will maintain parks, fields, and facilities for public use. SPORTS GROUP will provide all maintenance such as field preparation, lining of the fields, setting of bases, etc. for their own use during the term of their use. Motorized vehicles are not permitted on the park for the preparation of athletic fields or other activities unless prior approval is obtained from CITY. Any portable fences or backstops must be approved by CITY prior to installation and must be removed by SPORTS GROUP within one week following the term of this agreement, or CITY may remove and bill actual costs to SPORTS GROUP. No improvements shall be made without CITY's prior approval. Any request to modify or improve the park shall be submitted for review by CITY. No permanent structure or equipment shall be erected on City facilities unless approved by CITY and dedicated for community use. CITY will schedule an inspection of the field areas upon completion of the use. Any damage, other than normal wear and tear, must be corrected as specified by CITY. SPORTS GROUP shall provide all labor and materials to correct such damage, or pay CITY to have damage corrected. CITY will schedule "down time" between seasons to allow staff to aerate, fertilize, seed and otherwise maintain the fields.
4. LIGHTS. SPORTS GROUP agrees to pay CITY an hourly rate to cover the energy cost of the field lights. The rate shall be determined by the City Council and shall not exceed actual costs. SPORTS GROUP is responsible for ensuring the proper use of lights including notifying staff of any change in schedule. CITY reserves the right to bill SPORTS GROUP for energy costs incurred during hours that lights are left on and the field is not being used if staff has not be notified and requested to turn lights off. Use of portable lights is prohibited.
5. BANNERS. CITY has separate regulations governing the display of temporary advertising banners (including sponsor banners). If SPORTS GROUP wishes to display banners on CITY property, prior approval must be obtained from the City Council.
6. STORAGE. Storage units may be placed with permission from the Parks and Recreation Commission or City Council only. Storage units must be in good condition at all times and any vandalism or damage must be repaired immediately. SPORTS GROUP must maintain the storage unit in a clean manner at all times. CITY assumes no liability or responsibility for any equipment stored in units. No equipment may be left out on fields or outside storage units unless approved by CITY.
7. RIGHTS OF THE CITY. CITY shall have the right to use the athletic fields for CITY sponsored events and reserves the right to cancel any reservation. CITY shall endeavor to give 10 days notice to the SPORTS GROUP whenever cancellation is necessary. CITY also reserves the right of full access to all activities at any time during their occurrences to ensure that all rules, regulations and City ordinances are being adhered to.
8. INSURANCE. SPORTS GROUP must meet the insurance requirements as stated in Administrative Policy No. 4.00. All users must furnish CITY with original endorsements effecting insurance coverage unless specifically waived or modified by the City Council 30 days prior to use. The policy must be in an amount not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage; and \$1,000,000 products liability, if applicable. The insurance company providing coverage must be "admitted" in the State of California. User agrees to indemnify and hold harmless CITY. SPORTS GROUP also agrees that it will indemnify, defend and hold CITY harmless for any

injury caused to persons performing maintenance work for SPORTS GROUP.

9. RESERVATION PROCEDURE. All organized and/or scheduled use of CITY sports facilities require that an application be filed with the Parks & Recreation Department. Within twenty (20) days after receipt of an application, CITY shall apprise the applicant of approval or denial of permit. Any aggrieved person shall have the right to appeal in writing within ten (10) days to the Parks and Recreation Commission, which will consider the appeal at their next regular meeting. Any denial by the Parks and Recreation Commission can be appealed to the City Council within ten (10) days. Athletic fields can be reserved up to one year in advance. A returning organization, whose sport is considered "in season", will be given first priority. The Parks and Recreation Commission will be required to review and approve applications for post-season use (including tournament games and/or practices) and any uses that do not conform to existing policy.

SPORTS GROUP agrees to provide CITY with the names of designated responsible persons and their home phone numbers or other means of emergency notification. The applicant signing this agreement shall be jointly responsible with SPORTS GROUP they represent for use, including payment of all fees and charges.

Date: _____

Authorized Representative

Date: _____

City of Temple City