

MONTICELLO PARKS & RECREATION DEPARTMENT

PARK USE AGREEMENT

This agreement is entered into by and between the Monticello Parks & Recreation Department (hereinafter referred to as City) and _____ representing _____ (hereinafter referred to as Group / Organization). The above Group / Organization shall be allowed the use of _____ (hereinafter referred to as site) from _____ to _____, as scheduled through the City, for the purpose of _____ (hereinafter referred to as event(s) under the following conditions.

- 1. That the above named Group / Organization agrees to leave the site in as good or better condition, as determined by the Park Superintendent, than found prior to use of the site and that this be initiated within 24 hours and completed within 14 days of the ending date specified above or from any earlier date specified by the Parks Board or Parks Superintendent. This includes putting any items removed from said site back after the event(s) has been completed.
2. That the above named Group / Organization agrees to help maintain said site during the time which the site is being used by said Group / Organization. This includes any additional maintenance that is required to maintain the facility due to use by the Group / Organization as determined by the Parks Board and/or Park Superintendent.
3. That the above named Group / Organization agrees to repair or pay for any damages that may occur at or to the site, as determined and documented by park staff, due to use by the Group / Organization.
4. That the above named Group / Organization agrees to take full responsibility for any damages or injuries that may occur to any property or to individuals participating in or observing said event, or any other parties, during the use of said site by the Group / Organization and hereby agrees to indemnify and hold the City harmless thereon.
5. That the above named Group / Organization also agrees, at the request of the Park Superintendent, to submit in writing schedules of said event(s) and / or the name of all subgroups participating in or associated with the event prior to the starting date listed above.
6. The Group / Organization also agrees to show, in writing, proof of insurance acceptable to the City prior to any organized use of said site. The Groups / Organizations insurance policies must have the City of Monticello named an additional insured.
7. That the Group / Organization understands and agrees that alcoholic beverages and/or tobacco products will not be permitted at the above mentioned site at any time.

The Group / Organization understands that any violation of this agreement and/or the park rules / policies attached to this document may result in immediate termination of Group/Organizations use of the site, and may jeopardize future use of the above mentioned site by said Group / Organization.

The Group / Organization also understands that use of the above named facility will only be allowed after the appropriate insurance forms have been received, the attached WAIVER has been completed, and this agreement has been signed and returned to the City. The agreement must be returned to the City prior to the start of organized activities. The agreement can be returned to the Monticello Parks & Recreation Department office located in the City Park or by mailing the agreement to: Monticello Parks & Recreation Department, 225 North Main Street, Monticello, IN 47960.

Authorized Signature of Group / Organization

Date:

(Address)

(City, State, Zip Code)

Phone #: _____

Signature of Superintendent P. & R.

THIS IS A RELEASE

Please read this form carefully and be aware that in signing the form you will be waiving and releasing all claims for injuries that may be sustained from any participant of your program while using the facility named above.

WAIVER AND RELEASE OF ALL CLAIMS

I (We) recognize and acknowledge that there are certain risks of physical injury and we agree to assume the full risk of any injuries, including death, damage or loss to person or property, which may be sustained as a result of participating in any and all activities connected with or associated to our organization while utilizing the facility named above.

I (We) Hereby waive, relinquish, release and discharge the City of Monticello, departments thereof, its officers, agents, servants and employees from any and all claims from injuries, including death, damages or loss which may occur as a result of any individual participating in our program while using the above-named facility.

I (We) further agree to indemnify and hold harmless and defend the City of Monticello, departments thereof, its officers, agents, servants and employees, from any and all claims resulting from injuries, including death, damages and losses to person or property sustained by program participants and arising out of, connected with, or in any other way associated with the activities of our program.

I (We) have read and fully understand the above program details and I (We) fully understand that "THIS IS A RELEASE.

SIGNATURE

TITLE

PARK RULES

1. **No Alcoholic Beverages and/or Tobacco Products Are Allowed on Parks Property**
2. All organized play must be scheduled through and approved by the Monticello Parks & Recreation Department. Organized play is considered to be any organized activity utilizing park facilities that prevents use of said site by the general public.
3. All diamonds are available for public use barring organized play as scheduled through the Monticello Parks & Recreation Department.
4. Teams using the fields need to remove trash from dugouts after each game and put the trash into the containers provided.
5. Hitting balls into the fence for practice purposes is prohibited.
6. After each day's use, the Group / Organization utilizing the facility needs to police the area(s) utilized for their event and pick up all trash in and around the area once the event is over.
7. Groups / Organizations will not charge admission, sell tickets or items, or solicit donations at any event without written consent of the Monticello Parks Board or Parks Superintendent.
8. No foul language will be tolerated. Individuals using any type of profanity will be asked to leave the park.
9. No unleashed dogs or pets allowed at the facility. Any excrement must be picked up by the owner and removed from the park.
10. **All vehicles are to park in designated parking areas only**

PARK POLICIES

1. Groups are not allowed to make improvements or changes to the facility without written permission from the Monticello Parks Board and /or the Park Superintendent. Any Group / Organization wishing to make improvements to any existing facility shall submit plans to the Parks Board for approval prior to initiating such improvements. These improvements will be paid for by said Group / Organization and become the property of the City of Monticello Parks & Recreation Department once completed.
2. The Monticello Parks & Recreation Department reserves the right & methods by which scheduling is done.
3. All Groups / Organizations wishing to use facilities for organized play must submit schedule of such play, showing the dates and times requested for all events by March 1st of the given year. Reservation dates will not be considered final until reviewed and approved by the Monticello Parks & Recreation Board and / or the Park Superintendent.
4. Groups / Organizations reserving ball fields may not start games before 8:00 a.m. and must be finished with all games prior to 10:00 p.m... All games in progress will end at 10:00p.m., regardless of where they are in play. The park shall be cleaned and vacated by 11:00 p.m., unless previously approved by the Parks Board or Park Superintendent.
5. Groups /Organizations scheduling tournament play will be responsible for removal and disposal of all trash generated from said event. This will be done at the expense of the group/organization hosting the tournament.
6. Groups/Organizations reserving the fields for organized play will be responsible for cleaning / maintaining the restrooms at the ball diamond facility during use. [Materials needed to maintain the restrooms will be provided, as needed, by the Parks Department.](#)
7. A \$200.00 per tournament / refundable deposit will be required of each Group/ Organization holding tournaments at the facility. Failure to notify the Park Superintendent of tournament cancellation within 72 hours of a scheduled tournament will result in forfeiture of the tournament deposit. Also, each violation of this agreement and / or the Park Rules listed will result in a \$25 reduction in the amount of the deposit refunded. The balance of the deposit, if any, will be refunded within 30 days of the tournament's cancellation or completion.