

Office Use Only		
<p style="text-align: center;">Received:</p> <p>Date: _____</p> <p>Time: _____</p> <p>Received By: _____</p>	<p>Forbush</p> <p>Shepard Park</p> <p>South Park</p>	<p><u>Fourplex</u></p> <p>NE- Field 1</p> <p>SE- Field 2</p> <p>SW- Field 3</p> <p>NW- Field 4</p>

## Farmington City: Athletic Field Use Request and Agreement

Responsible Party:

Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### **Field Options:**

#### **Baseball/Softball:**

Forbush Park

1. Bronco Field: 70ft bases- 50ft pitching

Shepard Park

2. Shepard Field:
  - 80ft Bases- 54ft pitching
  - 90ft bases- 60½ft pitching

Fourplex Field - (Softball/Baseball Fields)

3. NE-Field 1: 60ft bases or 70ft bases
4. SE-Field 2: 60ft bases or 70ft bases
5. SW-Field 3: 60ft bases or 70ft bases (womens and youth only- no mens)
6. NW-Field 4: 60ft bases, 70ft bases or 80ft bases

South Park

7. South Park West Field:
  - 50ft Bases, 35ft Pitching, 8ft. Radius Circle
  - 60ft Bases, 40ft Pitching, 8ft Radius Circle
  - 60ft Bases, 43ft Pitching, 8ft Radius Circle

Regional Park:

8. Soccer:
  - 3yr - Kindergarten: 90ft x75ft
  - 1st grade -2nd grade: 105ft x 90ft
  - 3rd grade - 4th grade: 165ft x 105ft
  - 5th grade - 6th grade 210ft x 135ft
  - Adult: 330ft x 195ft

9. Other Type of Sport Field: \_\_\_\_\_

Type of field: \_\_\_\_\_

Size of field: \_\_\_\_\_

Number of fields: \_\_\_\_\_

Received order: # _____
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Location: \_\_\_\_\_ Field: \_\_\_\_\_ Day: \_\_\_\_\_ Recurring: Y N

Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Begin Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Field Prep

Drag:

Before Reservation

During Reservation: # of times dragged: \_\_\_\_\_

Chalk

Before Reservation

Lights:

Begin Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Paint (Size of Field)

3yr - Kindergarten: 90ft x 75ft

1st grade - 2nd grade: 105ft x 90ft

3rd grade - 4th grade: 165ft x 105ft

5th grade - 6th grade 210ft x 135ft

Adult: 330ft x 195ft

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**This Agreement:** is made and entered by and between Farmington City, a Utah municipal corporation, hereinafter referred to as the "City" and "User" which is the individual(s) listed above as the reservation contact person.

The Parties Agree as follows:

1. The use of Facilities: Users may use the following specified facilities of the City ("Facilities") at the date(s) and time(s) indicated above. The use permitted by this agreement is expressly subject to the conditions and terms set forth in this agreement.
2. Deposit: The deposit fee is due at the time of reservation (information on fees see the attached Athletic Field Use Comprehensive Policy). The deposit shall be refunded to User at the conclusion of this agreement. The deposit fee will be refunded 14-21 days following the reservation date if the facility and its premises are left clean and damage free.
3. Partial Payment: Partial payment of 25% of the total reservation fee is due at the time of reservation. Partial payment is used to hold your reservation date(s). Full payment is due two weeks before the reservation date. Payment may be mailed, dropped off at the parks & rec office (720 w. 100 n.) or paid over the phone with a Visa or MasterCard. Reservations must be paid in full to use the City ("facilities") if not paid within two weeks, reservation will be canceled.
4. Cancellations: user may cancel and distinguish user's right to use the facilities up to fourteen (14) days prior to the date scheduled for the use of facilities. If canceled prior to fourteen (14) days there will be a \$5.00 processing fee charged. If a cancellation is made as permitted in this section, the city shall promptly refund the user any monies received, less the processing fee or cancellation fee.
5. Supervision: User shall provide adequate competent supervision of all person's invitees and employees who use the facilities at the date and time specified above and shall comply with all provisions of these agreements.
6. Conduct: person using the Farmington Facility shall conduct themselves in a lawful and socially acceptable manner in accordance with the following specifications:
  - a. No foul or abusive language, conduct, gestures or activities are permitted at any time
  - b. No smoking, alcohol, or use of drugs shall be permitted
  - c. Youth parties are permitted only when supervised by a sufficient number of responsible adults
  - d. Horseplay and/or fighting will not be tolerated at anytime
  - e. Any additional rules or regulations that may be adopted by the city pertaining to the use of the fields
7. Regulations: User's, and all person(s) User is responsible for supervising, shall obey all directions and instructions from authorized city representatives and shall comply with all applicable rules and regulations of the City regarding use of the facilities, including

animal control laws, business license regulation, and other city codes and rules relations to use of the facilities.

8. Persons using the City's (facilities) shall adhere to the following regulations:
  - a. Persons shall be limited to use only those that are properly reserved
  - b. Other person and/or entity reserving the facility is responsible for the conduct of the participants and guests
  - c. Pets and animals are not permitted unless on a leash at all times. You must clean up after your pet
  - d. No activities which could endanger the public health and safety are permitted
  - e. Children attending the activities shall be supervised by an adequate number of adults at all times
  - f. Any additional rules or regulations that may be adopted by the city pertaining to the use of the field
9. Damaged and clean up- User, and all person user is responsible for supervising, shall use the facilities in a safe, prudent and responsible manner and only for their usual intended purposes, and the user shall be liable for any damage, other than ordinary wear and tear, resulting to the facilities which is caused by either the user and or the persons user is responsible for supervising, the user shall leave the facilities in clean and orderly condition, all trash shall be disposed of properly; and the equipment used shall be returned to its designated location.
10. No Sponsorship- Unless otherwise in writing, user shall not represent or imply that the city in any way sponsored, supports or endorses the activities for which the facilities are being used by the user.
11. Assignment and Amendment- the user shall not assign or transfer any rights under this agreement without prior written consent of the city being first obtained. Any amendment or modifications to the term of this agreement shall be in writing and, signed by the parties hereto and attached hereto.
12. Indemnity- User agrees to assume all risk and hereby waive and release any and all claims user may have or bring against the city and its offices, employees, agents, representatives, and sureties, for the damage, injury, loss, or exposure, including attorney fees, either to the user or any person using the facilities under users harmless and indemnify the city and its officers, employees, agents, representatives and sureties, for any damage injury, loss to any person using facilities under user supervision.
13. Acceptance of Facilities as is- user hereby affirms that user has had the opportunity to inspect the facilities and accept the same "as-is" in their current condition. The city assumes no liability for injury to, or damage to property of person using the facilities pursuant to this agreement.
14. Entire Agreement- this agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous agreements, promises, representations or understanding which are not contained herein with respect to hereto shall be a force or effect.

- 15. Additional Rules- any additional rules or regulations may be adopted by the city pertaining to the use of the fields
- 16. Sound- amplified sound/bands shall not be used when the fields are reserved by other patrons. Consent must be granted by the Parks and Rec Director
- 17. Special Conditions of use:

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In witness whereof, the parties hereto have executed this agreement individually or by and through their respective, duly authorized representatives as if they day and year first herein above written.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approval: \_\_\_\_\_