

City of Gering Diamond #1 and Oregon Trail Park Stadium Field Usage Agreement for Gering Post No. 36 American Legion Baseball

The City of Gering gives Gering Post No. 36 American Legion Baseball Senior, Junior and Prep Teams (User) the right to use Diamond #1 complex and Oregon Trail Park Stadium April 15, 2025-March 31, 2026 in consideration of the fees of \$1,500 with an additional \$250 damage/key deposit fee for the usage of charges specified upon the following conditions:

1. The User shall not use the premises in violation of any Federal or State Law, City Ordinance, or Fire Regulations, and shall pay charges for special security if some are deemed necessary by the City of Gering.
2. The User shall pay for any damages or breakage to the building, equipment or property therein that occurs as a result of negligence or misuse of said premises by the User.
3. The User shall hold the City of Gering harmless from all liability for injury or death, or loss of or damage to, any person or property that occurs during, or as a result of, the use of facilities by the user and shall indemnify the City of Gering for all expenses it may incur as a result of claim or demand by anyone growing out of the use of the said facilities by the User.
4. Any party agreeing to use the facilities provided by the City of Gering shall provide the insurance meeting the following conditions:
 - a. All leagues shall secure and maintain, at no expense to the city of Gering, a comprehensive general liability policy issued by one or more companies authorized to do business in the State of Nebraska.
 - b. Under such insurance:
 - i. The City of Gering shall be identified as an additional named insured.
 - ii. Liability limits shall be a minimum of \$1,000,000 per occurrence, combined single limit for personal injury and property damage, the term of such coverage to coincide with the dates of contract. The Certificate of Insurance Verification shall be on file with the City of Gering's Park and Recreation Department prior to any games being played under this agreement.
5. City of Gering will be responsible for the following actions for the fields:
 - a. Replace infield mix annually to maintain proper field elevations
 - b. Replace warning track mix annually to areas of fields where mix has blown or washed away.
 - c. Maintenance of pitching mound and renovation of pitching mound when needed
 - d. Cut lanes, resod and overseed fields as needed.
 - e. Mow game fields 3x per week to a height of 2 ¼" (2x if adequate summer staff is not available)
 - f. Irrigate and maintain irrigation system of all fields
 - g. Water, drag, rake, paint and chalk fields each day during the work week April 1-August 1st when games or practices are scheduled. Chalking will be done for the first game of the night by city staff. Additional chalking will be the responsibility of organizations.
 - h. Mitigate wet field conditions during work week with infield conditioner application to provide safe playing conditions. Provide a limited amount field conditioner available to absorb excess water on fields in the event of a rain event after City of Gering work hours.
 - i. 5 90-gallon trash receptacles on site for Users usage.

- j. Musco lighting will be made available for all games on Diamond 1 and Oregon Trail Park Stadium. City will provide user name and password to president of each organization or their representative. Organizations will be responsible for scheduling all field lights through Musco. Lights must be turned off 30 minutes after the completion of the last ballgame at the complex. The lights have a restricted usage schedule, if games are expected to last past 11 PM due to weather delay or extra innings notification to the Parks and Recreation Director must occur so communication and override with Musco lights can take place. Field lights will go out if Director is not notified.
6. Gering Legion Baseball President or their designee and City of Gering Parks Supervisor will do a walkthrough of the fields after the completion of field renovation to identify any safety issues or maintenance issues that need to be addressed prior to practice/games resuming on field. A punch list of actions to be completed will be created and a final walk through shall be completed before games can be played on the field.
7. Any issues requiring field, lighting or facility repair shall be made in writing by completing a Work Order and shall be delivered to the City Administration Office or emailed to the Park and Recreation Director.
8. The City has the right to delay or cancel games due to field conditions. Gering Parks Supervisor will make final determination if field are playable after a significant weather event. Field status shall be communicated through social media and by phone communication between parks supervisor and presidents/commissioner of the leagues.
9. Removal of any mound or batter's box clay is strictly prohibited. A charge will be assessed for any user that removes clay from the fields.
10. Non-city vehicles or equipment are prohibited inside the complex exterior fence unless prior authorization has been given by the Parks Supervisor. Parking is restricted to designated areas.
11. The User is responsible for the clean-up after each event of all areas around the bleachers, dugouts, picnic tables and restrooms and shall leave the premises in a clean and orderly condition, with trash, debris and sunflower seeds placed in trash receptacles. A \$50 clean-up fee will be invoiced if the facility is not cleaned and /or left unorderly. Sunflower seeds and trash may not be swept into the storm drains. If dugout drains require cleaning and if it is found they are filled with sunflower seeds the User of the fields will be charged an hourly fee for the drains to be cleaned out.
12. Signs and banners can be put up in designated areas and on fences with previous approval but shall be removed 1 week after the completion of the season unless prior arrangements have been made with the Parks and Recreation Director in writing.
13. The City does not own the scoreboard in the Diamond 1 Complex. Scoreboards maintenance and insurance are the responsibility of Legion Baseball. It is the responsibility of the organization to pay for any structural repairs to the boards at the City's request. If repairs cannot be made the board shall be removed until repairs can be completed. GO Baseball does use the Diamond 1 for league games. It will be the responsibility of Gering American Legion Baseball and Go Baseball to negotiate if use of scoreboard will be allowed by Gering Legion Baseball.
14. The City of Gering does not own the Crow's Nest. Any repairs needed to the Crows Nest are the responsibility of Gering Legion Baseball. It will be the responsibility of Gering American Legion Baseball and GO Baseball to negotiate if use of the crow's nest will be allowed by Gering Legion Baseball.
15. The City of Gering reserves the right to rent all available facilities during any given rental or event.
16. The City of Gering is not responsible for lost, stolen, or damaged items.

17. Usage may begin as early as 7 AM and must conclude no later than 11 PM unless arrangements are made with the Parks and Recreation Director so lights can be scheduled to be left on.
18. The use of alcohol is prohibited on all City of Gering properties and facilities.
19. The User is responsible to see that all activities are properly controlled and supervised.
20. Events scheduled before May 15th MAY not have public restrooms open due to winterization of all public park restrooms.
21. The concession stand is not owned by the City of Gering, any repairs to the concession stand are the responsibility of Gering American Legion.
22. The use of confetti, nails, staples, tape, as well as, the hanging of decorations is strictly prohibited.
23. Open flames, including the use of a grill or fire pit are not allowed unless arrangements and approval are made through the Director of Parks and Recreation.
24. Hitting and throwing into the backstops or fence is strictly prohibited.
25. Food trucks are allowed to park within the parking lot. Food trucks must have Mobile Food Truck Vendor Permit through the City of Gering.
26. Bounce houses are not allowed unless a Bounce House permit has been obtained through the City of Gering.
27. The City reserves the right to photograph activities and program participants for the potential use in advertising brochures and the City's social media and marketing material.
28. Gering American Legion Baseball and GO Baseball recreation leagues have priority use of the fields over all other reservations. Legion Baseball games and practices and league scheduling of practice times and games will take priority over travel team practices or games. From time to time there may be an opportunity for the complex to host a large-scale tournament, it is the right of the City of Gering to bump a single game scheduled in order to accommodate a tournament that may generate revenue for the local businesses.
29. All scheduling of fields will go through the City of Gering Administration Office unless scheduling software is implemented through the City of Gering. Schedules for games and practices can be submitted starting April 15th. It is required that a schedule be submitted, in writing, to the City Administration office either in person or via email to cmartin@gering.org for all Legion Senior, Junior and Prep games and practices. If game schedules or practice schedules change Gering Parks Supervisor must be notified by email or text message if possible 24 hours in advance. Parks staff will not be responsible for wet or unprepped fields if notification of schedule change has not been made in advance.
30. City of Gering facilities are also subject to holiday closings, construction, repairs, and operational emergencies that may impact use of the complex. When possible, the City will provide adequate notice to User. If the fields are not available for an extended period of time the User fee will be refunded for days missed at a prorated rate. There will be no other liability for the City of Gering.
31. User shall attach to the agreement lightning detection procedures that shall be reviewed and approved by the Parks and Recreation Director and the Gering Fire Chief prior to start of the season. User shall provide a copy of the procedures to every coach and a copy will be available in the concession stand and the crowd's nest.
32. An Emergency Action Plan is being developed and upon completion will be located in the concession stand. An additional copy will be provided to User upon request.
33. In the event someone is injured at the facility that requires medical attention, it is required User notify the City within 24 hours so an incident report can be completed and if injury is due to facility issues the problems can be addressed promptly.

I, individually and as authorized representative on behalf of _____ (insert name of Baseball Organization) _____ hereby waive, release, and forever discharge any claims or causes of action that I, or my heirs, assigns, or successors in interest, or _____ (insert name of Baseball Organization) _____ may have now or in the future against the City of Gering, its employees, officials, agents, attorneys, staff, representatives, and assigns (collectively hereinafter "Releasees/City of Gering") which may arise from or in any way be connected to the use of City property by myself or the Organization I represent, or which may arise by execution of this Agreement. I further agree to indemnify, defend, and hold harmless Releasees/City of Gering against any and all claims, suits, or actions of any kind whatsoever for liability, damage, harm, compensation, or equity, that may arise from or in any way be to the use of City property by myself or the Organization I represent, or which may arise by execution of this Agreement. I, and the Organization I represent, am responsible for compliance with all federal, state, and local regulations. I, and the Organization I represent, assume the risk of using City property and operating a baseball related organization, including baseball related activities, and I agree to take all reasonable and necessary steps to safeguard the public against risk of harm, and affirmatively state that the City of Gering shall not be responsible for such steps nor shall the City of Gering be responsible for any harm or damage which may result from my use of City property or arise by execution of this Agreement.

By signing below, the undersigned acknowledge that they have read this agreement and agree to comply with all requirements as set forth by the City of Gering.

Authorized representative signature -
Gering Post No. 36 American Legion Baseball

printed name/title

Date

CITY OF GERING

City Administrator, City of Gering

Date