

City of Gering Dome Rock Diamonds Complex and Practice Fields Field Usage Agreement for Gering Girls Softball Association

The City of Gering gives the Gering Girls Softball (GGSA) (User) the right to use Dome Rock Diamonds Complex fields 1, 2, 3, 4, 5, 6 and Oregon Trail Park Practice fields April 1, 2025-March 31, 2026 in consideration of the fees of \$2,000 (if a travel team is embedded within the GGSA, fee will be \$1,500 if no travel teams exist within the association. Determination will be made as to affiliation with GGSA if GGSA insurance covers the travel team) 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. Cut outfield lines, resod and overseed fields as needed.
 - d. Mow game fields 3x per week to a height of 2 ¼" (2x if adequate summer staff is not available)
 - e. Irrigate and maintain irrigation system of all fields
 - f. Water, drag, rake, paint and chalk competition fields each day during the work week May 1-October 30th when games or practices are scheduled. Practice fields will be worked during the work week if 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.
 - g. Setting temporary pitching rubbers and repairing batter's boxes per fields needs. Permanent pitching rubbers will not be moved.

- 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. Up to 16 90-gallon trash receptacles
 - j. Musco lighting will be made available for all games on fields 1-4 and Diamond 1. Field 5 lights are available but are manually operated and shall be turned off by User and the end of play. For Musco lights the 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. GGSA president and City of Gering Parks Supervisor will do a walkthrough of the fields prior to May 1st to identify any safety issues or maintenance issues that need to be addressed prior to league season practice beginning. A punch list of actions to be completed will be created and a final walk through shall be completed before the start of the league season.
 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. A work order template will be made available to the league president at the beginning of each season.
 8. The City has the right to delay or cancel games due to field conditions. Gering Parks Supervisor will make final determination if fields 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 to any user that removes clay from the fields.
 10. Fields 3 and 4 may only be used for games or tournaments if a pitching mat is used in front of the pitching mound. If mats are not used and damage to turf occurs User will be charged the costs to reseed or resod the area on a materials and time basis.
 11. 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.
 12. The User is responsible for the clean-up after each event including the crow's nest and steps, 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 per incident 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 or blown into the field drains. If field 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.
 13. Signs and banners can be displayed 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.
 14. The City does not own the scoreboards on the fields. Scoreboards maintenance and use are the responsibility of organizations that own the scoreboards. Gering Public Schools owns Field 1 scoreboard, GGSA owns Field 2 & 5 boards, GO Baseball owns Field 3&4. It is the responsibility

- of the organizations 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.
15. The City of Gering reserves the right to rent all available facilities during any given rental or event.
 16. 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.
 17. The use of alcohol is prohibited on all City of Gering properties and facilities.
 18. The City of Gering is not responsible for lost, stolen, or damaged items.
 19. The User is responsible to see that all activities are properly controlled and supervised.
 20. Events scheduled before May 15th and after October 15th MAY not have public restrooms open due to winterization of all public park restrooms.
 21. The concession stand vendor is contracted through GO Baseball and GGSA. It is the responsibility of the User of the complex to make arrangements with the vendor to provide concession services for tournaments and travel team double headers if concessions are desired for these events.
 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 not allowed to park within the complex perimeter fence line unless prior arrangements have been made with Parks and Recreation Director. 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. GGSA and GO Baseball recreation leagues have priority use of the fields over all other reservations. League scheduling of practice times and scheduling of games will take priority over travel team practices or games regardless if travel teams are under the umbrella of GGSA or GO Baseball. 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 May 1.
 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 pro-rated rate. There will be not other liability for the City of Gering.
 31. User shall provide, attached to the agreement, lightening detection procedures that shall be reviewed and approved by the Parks and Recreation Director and the Gering Fire Chief prior to start of field use. A copy of the procedures will be given to every coach and a copy will be available in the concession stand and the crow's nest. It is expected these procedures will be followed by all coaches of GGSA.

32. An Emergency Action Plan is located in the concession stand. A 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 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 – GGSA

printed name/title

Date

CITY OF GERING

Administration/Contracts & Agreements/Baseball Diamonds Usage Agreement/Dome Rock Diamonds and Practice Fields Usage Agreement for Gering Girls Softball Association

City Administrator, City of Gering

Date