

# City of Gering Dome Rock Diamonds Complex and Practice Fields Field Usage Request Form and Rental Agreement for Outside Travel Teams

Date of Request: \_\_\_\_\_

After Go Baseball and Gering Girls Softball Association Leagues and tournaments and outside organization tournaments have been scheduled all open time slots will be available for rental. Go Baseball and Gering Girls Softball Association have priority use of fields for games and practices. Submission of request does not constitute approval. You will receive acknowledgement through email or phone if reservation is approved.

Event Type (circle one): practice game camp/clinic tournament

Group/Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Fields Requested:

Field 1	<input type="checkbox"/>	Field 2	<input type="checkbox"/>	Field 3	<input type="checkbox"/>	Field 4	<input type="checkbox"/>
Field 5	<input type="checkbox"/>	Field 6	<input type="checkbox"/>	Field 7	<input type="checkbox"/>	Field 8	<input type="checkbox"/>
Field 9	<input type="checkbox"/>	Field 10	<input type="checkbox"/>	Diamond 1	<input type="checkbox"/>	OT Stadium	<input type="checkbox"/>

Field Lighting Request:

\_\_\_\_\_

Requested Rental Dates and times: (for multiple date requests an attached spreadsheet is acceptable)

\_\_\_\_\_  
\_\_\_\_\_

For tournaments and games please provide contact information of onsite tournament managers that will be responsible for emergency communication or weather cancelation.

\_\_\_\_\_  
\_\_\_\_\_

For games or tournaments please specify the base distance preference for each field

\_\_\_\_\_  
\_\_\_\_\_

**For Tournaments and games/scrimmages a special event request form must also be completed (see City of Gering Website to download or pickup at City Offices.**

A special event request form does not need to be completed for practices reservations.

## OUTSIDE TRAVEL TEAMS

<u>Field/Amenity</u>	<u>Teams outside of local organizations</u>	<u>Fee</u>
All Dome Rock Diamonds, Diamond 1 & Practice Fields	Practice: (Maximum two hours per day)	\$25 per hour
	Game/Scrimmage:	\$75 per game

## CLEAN-UP FEE

<u>Field/Amenity</u>	<u>Applicable to all field users</u>	<u>Fee</u>
All Fields	A clean-up fee will be invoiced if facility is not cleaned and/or left unorderly	\$50 per day per field

## TOURNAMENT FEES FOR OUTSIDE ASSOCIATIONS

<u>Field</u>	<u>Fee</u>
Diamond 1	\$150 per day
Oregon Trail Park Stadium (special conditions apply, see below)	\$150 per day
Dome Rock Diamonds	\$150 per day
Field prep fee *	\$500 per day

Tournament fees include use of fields and lights. Field prep is the responsibility of the tournament organizer unless arrangements have been made. If field prep is needed, arrangements shall be made two weeks in advance with Parks Supervisor and field prep fee will apply.

\* Optional

## DEPOSITS

Crow's Nest & Restroom Key Deposit *	\$250 per year per organization
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Keys shall be checked out and must be returned within a week of completion of a tournament or within 14 days of completion of the season. Key deposit fees are refundable when key is returned.

\*Dome Rock Diamonds only.

In renting the fields \_\_\_\_\_ agrees to the following terms of field use:

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. User 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. Rental fee shall be paid in advance of use unless arrangements have been made with Park and Recreation Director to have all fees invoiced at the end of the season.
6. A deposit of \$250 is required for key for Crows Nest and restrooms
7. For Tournaments fees shall be paid in advance of tournament.
8. The User SHALL notify City of Gering Parks Department in writing at [aseiler@gering.org](mailto:aseiler@gering.org) within 24 hours of any serious injury, damage or critical maintenance issue that needs to be addressed to ensure the safety of park users.
9. Any issues requiring general 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.
10. 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 by phone communication between parks supervisor and designated party overseeing tournament or games.
11. 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.
12. Fields 3 and 4 may only be used for softball 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 to costs to reseed or resod the area on a materials and time basis.
13. Non-city vehicles or equipment are prohibited inside the complex exterior fence. Parking is restricted to designated areas.
14. 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 field rented 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.
15. Signs and banners can be put up in designated areas and on fences with previous approval but shall be removed immediately after tournament or games.

16. The City does not own the scoreboards on the fields. Scoreboards maintenance and use are the responsibility of organizations that own the scoreboards. GGSA owns Field 2 & 5 scoreboards, GO Baseball owns Field 3&4. Use of scoreboards must be coordinated through
17. The City of Gering reserves the right to rent all available facilities during any given rental or event.
18. 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.
19. The use of alcohol is prohibited on all City of Gering properties and facilities.
20. The City of Gering is not responsible for lost, stolen, or damaged items.
21. The User is responsible to see that all activities are properly controlled and supervised.
22. Events scheduled before May 15<sup>th</sup> and after October 15<sup>th</sup> MAY not have public restrooms open due to winterization of all public park restrooms.
23. 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.
24. The use of confetti, nails, staples, tape, as well as, the hanging of decorations is strictly prohibited.
25. 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.
26. Hitting and throwing into the backstops or fence is strictly prohibited.
27. 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.
28. Bounce houses are not allowed unless a Bounce House permit has been obtained through the City of Gering.
29. 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.
30. 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.
31. 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 March 15<sup>th</sup>.
32. 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.
33. 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.
34. An Emergency Action Plan is located in the concession stand. A copy will be provided to User upon request.
35. 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**

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OFFICE USE ONLY	
Date of confirmation of field reservation sent	
Date Paid	
Invoice Date	
Certificate of Insurance	