



WESTMINSTER

PARKS, RECREATION AND LIBRARIES ATHLETIC FIELD RENTAL AGREEMENT, RELEASE AND INDEMNIFICATION AGREEMENT TERMS AND CONDITIONS FOR ATHLETIC FIELD RENTALS – SPRING/SUMMER 2019

All rental fees must be paid in full a minimum of 14 days prior to the rental date. Cancellation of Athletic Field Rental must be received a minimum of one week prior to rental dates to receive refund. Refunds, if applicable, will be refunded within 14 business days of the cancellation notice. All daily fees will be applied to field days booked by your organization if not cancelled a week prior to the actual date. Cancellations must be done via e-mail to fields@cityofwestminster.us listing the name of your organization, field and dates being cancelled.

All persons must vacate the facility by City of Westminster Park curfew or 11:00 pm of the day of the rental. Occupancy of the facility later than time stated on the agreement will result in additional fees. These fees will be billed to the renter. Persons include guests, contracted services, and the renter.

City staff will have final say as to whether fields are playable. In case of inclement weather or unplayable field conditions staff will communicate field closures no later than 3:00 p.m. on the day of the closure. Closures will be published the City of Westminster website at <https://www.cityofwestminster.us/ParksRecreation/RentalFacilities/AthleticFields>. Any refunds created by such field closures will be processed at the end of the rental period.

Under no circumstances will an event be conducted on field(s) deemed unplayable by City staff. It will be the responsibility of the user group(s) scheduled to inform participants as well as their staff of any decision made. No maintenance should be done by the reservation holder without written permission by City of Westminster staff. Hand raking and chalking is allowed.

Due to the unpredictability of Colorado weather, there will be times where the City of Westminster will close fields. Therefore, five weekday field closures are figured into permit fees based on your specific rental dates/field. At the end of your permitted season, fees will be refunded and credited to your account in our system.

Fields will be maintained on a regular basis and the user agrees to accept the fields in its current conditions. Any additional maintenance requests must be submitted in writing and if approved, may be subjected to a fee in accordance with the City's field rental fee policy.

Users are required to report any injuries to participants or spectators by sending a report of the incident to fields@cityofwestminster.us by the end of the day of incident. Incident report should include the following: Injured Party's Name, Age, date of Birth, Parent/Guardian's Name (if applicable), Full Address, Phone Number, Description of Incident, Action Taken (include emergency services and/or other parties involved).

All items brought in by the renter or contracted services for the rental must be removed from the facility by the end of the rental time. Neither the City nor its employees can be held responsible for any item left at the facility by the renter, participants, athletes, or persons/companies providing service and/or equipment for the rental event. Items for rental events cannot be stored overnight.

The undersigned will leave said facility in a condition as good as, or better than, originally found. The undersigned hereby assumes personal and individual liability for him/herself and on behalf of applicant/renter for any damages and subsequent repair or replacement caused by damages to said facility or equipment occurring through or during the occupancy or use of said facility by the renter. If damages occur, the applicant will be billed.

Each users is responsible for cleanup of all facilities and fields used. This includes the fields, warm up areas, bleachers, and parking lots. Failure to thoroughly clean any one of these areas will result in a \$50 fee assessed per field and or area per day.

Proof of liability insurance in the amount of ONE Million Dollars is required for your rental and the City is to be listed as an additional insured on the certificate of insurance. Please submit proof of liability insurance to the Westminster Sports Center, 6051 West 95th Avenue, Westminster, Colorado 80031. Proof of liability insurance must be received prior to first day of rental.

Granting of rental agreement is subject to the following additional terms and conditions:

- No alcoholic beverages are allowed to be brought into City parks.
- No drones allowed at any City of Westminster park/open space property.
- No lock boxes without prior approval.
- Equipment the City does not supply bases, or pitching rubbers.
- Smoking is prohibited in the dugouts and on the fields.
- The facility shall be restored to a litter free condition upon completion of the rental hours.
- Motorized vehicles are restricted to hard surface parking lots and streets. Only authorized city vehicles are permitted in City parks.
- Destruction, damage, or removal of any vegetation or defacement of any City property is prohibited.
- Climbing on City buildings, roofs, dugout roof tops, shelters, trees, and fences is prohibited.
- Disorderly conduct and abusive language are prohibited.
- Applicant/renter is responsible for his/her own actions and the actions of parties represented as a result of this permit.
- A copy of this permit must be in the possession of the applicant/renter at all times during use.
- Control of Dogs, Cats and Other Household Pets. May not bring or maintain in or upon any park or community building any dog, cat, or other household pet, unless such dog, cat or other household pet is kept at all times on a leash, not to exceed fifteen feet (15') in length, and under full control of its owner or custodian, except with the written consent of the Director. Persons shall not leave or deposit dogs, cats, fowl, fish, or other animals, whether dead or alive, in any park, lake, or community building except with the written consent of the Director.
- All general parks and community regulations as stated in Chapter 1, Title XIII of the Westminster Municipal Code also applies.
- An adult must accompany all guests age 8 and younger at all times.
- Do not park in fire lanes. Vehicles left unattended in fire lanes are subject to ticketing by the city of Westminster police department.
- Fundraisers and activities that collect fees require prior approval from the Director of Parks, Recreation and Libraries.

In the event that the /renter and/or its guests are unable to adhere to the above stated terms and conditions of the agreement, you will be charged additional rental fees and/or asked to vacate the premises by the facility staff and/or the City of Westminster police department. By signing below, the renter acknowledges that he/she is responsible for ensuring all guests adhere to the above terms and conditions and will provide payment for the use of the facilities by the assigned date.

In consideration for this Athletic Field Rental Agreement (“Agreement”), I hereby release and waive any claim of liability against the City of Westminster (“City”) with respect to any loss, damage, illness or injury occurring from the rental and use of the field(s), except if the claim results from the negligence of the city. I acknowledge and assume the risks involved in the rental and use and assume any loss, damage, illness, injury or death resulting from such risks. I hereby agree to indemnify and hold harmless and covenant not to sue the City, its employees, agents and members of City Council WITH respect to any claim that I may assert as a result of the rental and use of the City facilities.

I HAVE READ AND AGREE TO THE CONDITIONS STATED ABOVE FOR WESTMINSTER FIELDS - SPRING/SUMMER 2019:

SIGNATURE OF RENTER _____ DATE: _____

PRINTED NAME: _____

BUSINESS/GROUP/TEAM NAME: _____