

Boundary County Parks and Recreation Field Use Agreement

2023 Field Use Agreement

In consideration of use of the facilities or fields of Boundary County Parks and Recreation (hereinafter referred to as 'Parks and Rec'), the undersigned, hereby agrees to the following:
(Please Read, Initial, and Sign the Following Agreement)

LIABILITY AND RELEASE

I. The undersigned indemnifies and holds Boundary County Parks and Recreation Board (hereinafter referred to as "the Board") harmless, as well as, the Boundary County (hereinafter referred to as "the county") officers, agents and employees and the city of Bonners Ferry (here-in after referred to as "the city") officers, agents and employees from any and all liability, damage, loss, cost and expenses, or employees on account of any claim, suit or action made or brought against the County, its officers, agents or employees for the death of or injury to persons or destruction of property involving the undersigned user, its employees, agents and representatives sustained in connection with the use of the facilities of the County pursuant to this Field Use Agreement.

_____ (initial)

II. The undersigned acknowledges that the activity of _____ can be an activity dangerous to the participants, as well as the spectators and risk may increase based on weather, traffic, or actions of the spectators. The undersigned further agrees to notify all participants and spectators of the potentially dangerous nature of the activity prior to the commencement of the activity. _____ (initial)

III. The undersigned ASSUMES FULL RESPONSIBILITY for any and all risk of any bodily injury, death or property damage which the undersigned may suffer while participating in _____ (the activity) and using the above named fields, whether due to the negligence of releases, spectators or other participants or any other causes. _____ (initial)

IV. The undersigned acknowledges and will provide to the board prior to commencement of the event proof of insurance with evidence of at least one million dollars (1,000,000.00) combined single limit liability insurance that names Boundary County and the city of Bonners Ferry as additional insured.

FOOD & BEVERAGES

V. In the event the undersigned desires to sell food or concession items, they must obtain the necessary authorization and permits from the Board, City Clerk's Office, and the Health Dept. _____ (initial)

i. It is noted and understood that the board has the sole right to provide concessions for all users of the fields and area. If undersigned is a non-profit or for-profit organization (including all events with any kind of entry/registration fee) and desires to sell food & beverages, consent must be granted by the board. Organizations may be charged a fee as applicable for this granted permission of concessions. Please contact the Board to plan accordingly.

_____(initial)

ii. If undersigned desires to hold a private, invitation only function without any charge whatsoever, a private caterer may be hired. In the event there is any charge, including but not limited to per entry or per registration charge, item "i" above applies.

VI. The undersigned agrees that if they plan on serving or plan on the sale of alcoholic beverages, this must be pre-approved via a Special Events Permit. This permit may take up to 45 days to obtain and is available through the City Clerk's office. No ale, beer or intoxicating liquor of any kind shall be kept or sold by the user or any of his / her employees with-in the grounds of Boundary County Parks. The only pre-approved exemption is when the event uses a caterer with a state and city liquor license. Copies of the state and city liquor licenses must be delivered to the Board office 45 days prior. All other considerations for an exemption must be presented by the requesting party or organization to the board at a regular scheduled meeting. _____ (initial)

FIELD MAINTENANCE, EQUIPMENT & LINING

VII. Fields and equipment will be maintained by the Parks and Rec with safety as the number one priority in accordance with the items below. Any item that requires additional attention apart from this Contract must be submitted to the Board a minimum of one month prior to need including a schedule of use.

VIII. Fields will be prepped and ready for play in the spring as early as weather allows, with the goal of May 1st.

IX. Any potholes in field surfaces will be filled and repaired as needed. Periodic repairs to goal mouths will also be filled and repaired as needed. Hitting balls into the backstops or climbing on fences or backstops is prohibited.

X. Soccer goals will be installed and the replacement or repair of all required back bars or weak frame welds will be performed by the Parks and Rec. Goals will be weighted and monitored as needed. Installation and removal of goal nets will occur in the spring and prior to snow fall as determined by the Parks and Rec.

XI. Mowing of fields will be performed once a week as needed. This is subject to weather conditions, turf sustainability and staffing levels, which shall be discussed with user prior to use.

XII. The undersigned agrees that any field lining required for the activity will be performed by the signers of this agreement. In consideration of any applicable use fee, Parks and Rec agrees to provide materials necessary for lining of the fields. (see attached Fee Schedule).

XIII. Parks and Rec will provide access to permanent or portable restroom facilities and perform trash collection at all fields. Trash collection following the event is the responsibility of the undersigned.

XIV. Any equipment needed by a user group that needs to be left at a specific field must be approved by the Parks and Rec in advance and shall be maintained, moved off the grass after each use, and stored in an agreed upon location by the user group.

XV. The following groups **may** be considered exempt from any or all of the stipulations present in this use agreement: Private Functions, Government Functions and School District Functions. _____ (initial)

Additionally, user groups may request the following additional items or services for Events or Tournaments for an additional fee as needed.

- Extra paint and painter for in-kind/volunteer application of line
- Extra traffic cones, net clips, and cable ties
- Other

XVI. Please be courteous and leave the facility as you found it. Clean up is the responsibility of the undersigned and loss of the cleaning deposit could result.

XVII. All dogs must be on a maximum 6', hand-held leash and under control. Owner is responsible for pet clean up.

XVIII. GLASS CONTAINERS ARE NOT PERMITTED IN ANY COUNTY PARK.

XIX. OVERNIGHT CAMPING IS PERMITTED FOR UP TO 72 HOURS.

XX. No motor vehicles are allowed in parks or on playing fields at any time for any reason without approval of the Board. Parking is restricted to designated areas. Boundary County Parks and Recreation does not guarantee on-site parking. Adjacent facilities utilizing the same on-site parking may be booked at any time.

XXI. If applicable due to Special Event or Tournament, arrangements must be made for the following a minimum of 45 days in advance as needed:

- Parking/Transportation Plan
- Field Prep Plan
- Portalet/Trash Removal Plan
- Event Diagram/Tent Plan (To protect irrigation lines & asphalt, no tent stakes are permitted in County parks. Concrete blocks or water barrels must be used to weight tents.)

XXII. Security of any personal items at this facility is the responsibility of the user.

XXIII. Request for cancellation of this agreement must be received 2 weeks in advance of the reservation in order to receive a refund. Notification not meeting this requirement will result in loss of a one-day rental.

XXIV. The undersigned agrees to be billed in the event of damage or excess cleaning incurred.

XXV. A copy of this agreement must be executed and in the possession of the user while at the facility. The undersigned understands the conditions set forth in this agreement and agrees to abide by them. Any failure to so abide, shall constitute a breach of this agreement.

XXVI. Parks and Rec and the Board reserves the right to change location of the event up to 30 minutes prior to and also may close any facility without notice to protect the public or the facility.

XXVII. If it rains within 24 hours prior to scheduled field use, the undersigned agrees to be responsible for conveying closure information to their group. No person shall use or remain on a field, which has been either posted and/or closed. Failure to stay off a closed field may result in fines, loss of field privileges, and/or financial responsibility by the undersigned for the cost of repairs. The undersigned accepts financial responsibility for damage caused by use in adverse conditions.

XXVIII. The undersigned agrees to be responsible for the behavior of its officers and representatives while on County property. Abuse of persons or property may result in censure or termination. Failure to meet or comply with any of the above policies can result in forfeiture of damage deposit and additional fees.

I have read the foregoing and the definitions and fee schedules attached hereto, and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the facility. I understand that not following these rules and conditions will be grounds for forfeiture of deposits and denial of future request for fields.

Signature: _____ Signature _____

Date: _____ (Must be in charge of rental / event) Date _____