

BOUNDARY COUNTY PARKS & RECREATION FIELD USE AGREEMENT – APPLICATION

Organization / Group Name: _____
Primary Contact: _____
Phone / Email: _____

Event Name (if different): _____

Type of Use:

- Practice
- League Game
- Tournament
- Private Event
- Other: _____

Requested Park / Field: _____

Event Date(s): _____

Start Time: _____ End Time: _____

Estimated Attendance: _____

Will food be sold or provided?

- Yes No

Will vendors be present?

- Yes No

Will alcohol be served?

- Yes No

Will tents, stages, or temporary equipment be used?

- Yes No

Will extra restroom facilities be required?

- Yes No

Description of Event / Activities:

CHECKLIST

REQUIRED FOR ALL FIELD USERS

- Signed Field Use Agreement
- Certificate of General Liability Insurance (Minimum: \$1,000,000 per occurrence)

Additional Insured:

- Boundary County
- City of Bonners Ferry

- Damage / Cleaning Deposit (if required)
- Rental Fee Payment (if applicable)

ONLY REQUIRED IF APPLICABLE

Tournaments, large events, or special activities:

- Parking / Transportation Plan
- Field Preparation Plan
- Portable Toilet & Trash Removal Plan
- Event Diagram / Tent Layout
 - No tent stakes allowed
 - Concrete blocks or water barrels required for tent anchoring

Food and Concessions:

- Vendor Insurance Certificates
(Required if outside vendors or contractors are used)
- Food Service Permit / Health Department Approval
(Required only if food is being sold)
- Liquor License & City Alcohol Permit
(Required only if alcohol will be served)
- Special Event Permit
(Required for large tournaments, festivals, or events requiring city approval)

Additional Event Services or Requests:

POST-EVENT

Facility cleaned and trash completion date/time: _____

By submitting this application, I acknowledge that approval is subject to compliance with Boundary County Parks & Recreation rules and the Field Use Agreement.

Applicant Signature: _____

Date: _____

Parks & Recreation Approval:

Approved By: _____

Date: _____

Boundary County Parks and Recreation

FIELD USE AGREEMENT

This Field Use Agreement (“Agreement”) is entered into between Boundary County Parks & Recreation (“Parks & Recreation”), Boundary County, Idaho (“County”), and the undersigned user (“User”) for the permitted use of designated County Park facilities.

1. PERMIT, CONTROL & SCOPE

1.1 Permit Granted: Parks & Recreation grants User a non-exclusive, revocable permit to use the approved fields and facilities for the activity described in this application, subject to this Agreement and all applicable park rules and laws.

1.2 Control of the Premises: Parks & Recreation retains control over all parks, fields, walkways, parking areas, restrooms, irrigation systems, lighting, fencing, and permanently installed equipment.

User has control only over:

- Its event or activity
- Its participants, coaches, staff, volunteers, vendors, and spectators
- Its temporary equipment, tents, staging, and supplies

2. LIABILITY, INSURANCE & DAMAGE DEPOSIT

2.1 Assumption of Inherent Risk: User and its participants acknowledge that recreational and athletic activities involve inherent risks, including physical contact, weather conditions, uneven surfaces, traffic, and the actions of spectators or other participants. User accepts responsibility for injuries or damages arising from these inherent risks and from the conduct of its participants, staff, volunteers, vendors, or spectators. User agrees to inform all participants and spectators of the potentially dangerous nature of the activity prior to its commencement.

2.2 Indemnification: User shall indemnify, defend, and hold harmless the County, Parks & Recreation, the Parks & Recreation Board, and the City of Bonners Ferry from claims, damages, or liabilities to the extent caused by the acts or omissions of User, its participants, staff, volunteers, vendors, or spectators arising from the permitted use.

2.3 Insurance Requirements:

- User shall maintain general liability insurance with limits of at least \$1,000,000 per occurrence covering its operations, participants, and spectators.
- Boundary County and the City of Bonners Ferry shall be named as **additional insureds** with respect to claims arising from User’s use of the facilities.
- Proof of insurance for the User and all vendors, contractors, and service providers participating in the event must be provided to Parks & Recreation at least 30 days prior to the event.
- User is responsible for collecting and submitting these proofs of insurance to Parks & Recreation.
- Failure to provide proof of insurance by the required date may result in cancellation of the event and forfeiture of fees or deposits.

2.4 Damage Deposit: A damage deposit is required and shall be used to cover damage, excessive cleaning, or repairs caused by User's event.

3. MAINTENANCE, FIELD PREPARATION, EQUIPMENT & CLOSURES

3.1 Parks & Recreation Maintenance Responsibilities

- Parks & Recreation is responsible for maintaining permanent facilities, including fields, goals, nets, fencing, lighting, irrigation systems, and walkways. Maintenance and preparation are subject to weather conditions, turf sustainability, and staffing availability.
- Fields will be prepped and mowed as needed, generally at least once per week. Parks & Recreation will communicate with the User regarding field conditions and readiness prior to scheduled use.
- Parks & Recreation does not guarantee field conditions, availability, or suitability for specific activities, and shall not be liable for any inconvenience, injury, or damage resulting from field conditions or use.

3.2 Restrooms & Trash

- Parks & Recreation provides permanent or portable restroom facilities and standard trash collection.
- If additional portable toilets are deemed necessary by the Board, the User is responsible for securing and paying for them, subject to Board approval of quantity, type, and placement.
- User is responsible for trash collection following the event.

3.3 Equipment, Field Prep, Storage

- Parks & Recreation provides materials for field lining (see attached Fee Schedule), as available.
- Fields will be prepped for play as early as weather and turf conditions allow.
- Users are responsible for all temporary equipment, including portable goals, tents, stages, and field lining for their activities.
- Any User equipment left at fields must be approved in advance by Parks & Recreation.
- Equipment must be removed from grass after each use and stored in agreed-upon locations.

3.4 User Responsibilities & Safety

- Users must comply with all safety restrictions, including climbing on structures, hitting balls into backstops, or using fields in prohibited ways.
- Any maintenance or special request beyond what is covered in this Agreement must be submitted in writing to the Board at least 30 days prior, including a proposed schedule.

3.5 Closures & Liability

- Parks & Recreation may close or restrict fields at any time to protect public safety or prevent damage; users must comply.
- Parks & Recreation shall not be liable for any loss, damage, or inconvenience from closures, weather, field conditions, or equipment availability.
- Parks & Recreation is not responsible for issues not expressly covered in this Agreement.

4. CONCESSIONS, BEVERAGE & ALCOHOL

4.1 Concessions & Sales

- Any organization or individual wishing to sell food or concession items must obtain all necessary authorization and permits from the Board, City Clerk's Office, and Health Department.
- The Board retains the exclusive right to provide concessions for all field users.
- Non-profit or for-profit organizations (including events with any entry or registration fees) must receive consent from the Board to sell food or beverages. A fee may be charged for this permission. Contact the Board to plan accordingly.

4.2 Private Events & Catering

- For private, invitation-only events without any charge, a private caterer may be hired.
- Any event with a fee, entry charge, or registration fee is subject to the rules in Section 4.1.

4.3 Alcoholic Beverages

- Any sale or service of alcoholic beverages must be pre-approved through a **Special Events Permit**, which may take up to 45 days to obtain from the City Clerk's office.
- No alcohol (including ale, beer, or intoxicating liquor) may be kept or sold on Parks property by the user or their staff, except through a pre-approved caterer with valid state and city liquor licenses.
- Copies of the liquor licenses must be delivered to the Board office 45 days prior to the event.
- Any other exceptions must be presented to the Board at a regularly scheduled meeting for consideration.

5. SPECIAL EVENT PLANNING & EXEMPTIONS

5.1 Event Planning Requirements:

For Special Events or Tournaments, arrangements must be made at least 45 days in advance, including:

- Parking/Transportation Plan
- Field Preparation Plan
- Portalet/Trash Removal Plan
- Event Diagram/Tent Plan (no tent stakes; use concrete blocks or water barrels)

5.2 Additional Event Services:

User groups may request the following items or services for an additional fee as needed:

- Extra paint and painter for in-kind/volunteer application of field lines
- Extra traffic cones, net clips, and cable ties
- Other items/services: _____

5.3 Exemptions: The following groups may be considered for **limited exemptions** from certain

stipulations (e.g., fees, concession requirements, or permit requests):

- Private Functions
- Government Functions
- School District Functions
- Other groups may be considered for limited **exemptions** at the Board's discretion.

All users, including exempt groups, must comply with safety rules, field closures, alcohol regulations, and other rules necessary to protect public safety and facilities.

6. BEHAVIOR, SAFETY & RULES

6.1 Participant Conduct & Clean-Up

- Users must be courteous and leave the facility as they found it.
- Clean-up is the responsibility of the undersigned; failure to properly clean may result in loss of cleaning deposit.
- Clean-up will be completed by: _____ (state time/date and initial)

6.2 Pets & Prohibited Items

- All dogs must be on a maximum 6' hand-held leash and under control.
- Owners are responsible for pet clean-up.
- Glass containers are strictly prohibited in all County parks.

6.3 Overnight Camping: Overnight camping may be permitted for up to 72 hours only with prior Board approval.

6.4 Motor Vehicles & Parking

- No motor vehicles are allowed in parks or on playing fields without Board approval.
- If permission is granted, the user must meet with maintenance personnel to identify sprinkler or other obstacles before the event.
- Parking is restricted to designated areas.
- Boundary County Parks & Recreation does **not guarantee on-site parking**.
- Adjacent facilities using the same parking may be booked at any time.

6.5 User Responsibility & Safety

- Users are responsible for the security of personal items.
- Users are responsible for the behavior of officers, representatives, and participants on County property. Abuse of persons or property may result in censure or termination.
- Users are responsible for closure notifications if rain occurs within 24 hours of scheduled field use. No person shall use or remain on a posted/closed field. Failure to comply may result in fines, loss of privileges, or financial responsibility for damage.
- Users accept financial responsibility for damage caused by use in adverse conditions.

7. CANCELLATIONS, DAMAGE, AND CLEANING

- Requests for cancellation must be received at 14 days in advance to receive a refund. Late notifications result in the loss of a one-day rental.
- Users agree to be billed for damage or excess cleaning incurred during the event.

8. AGREEMENT COMPLIANCE

- A copy of the executed agreement must be in the possession of the user while at the facility.
- The undersigned understands and agrees to abide by the conditions of this agreement. Failure to comply constitutes a breach of the agreement.
- Parks & Rec and the Board reserve the right to change the location of an event up to 30 minutes prior and may close any facility without notice to protect the public or the facility.

AUTHORIZATION & ACKNOWLEDGMENT

I have read this agreement, including all definitions, rules, and the attached fee schedules, which are incorporated herein by reference. I fully understand my rights and obligations in connection with use of the facility. By signing below, I acknowledge that:

1. I am authorized by the Board to use the facility as described in this agreement.
2. I agree to comply with all rules, conditions, and regulations contained herein.
3. Failure to comply may result in forfeiture of deposits, financial responsibility for damages, and denial of future use requests.

Signatures:

Authorized User / Person in Charge: _____

Printed Name: _____

Date: _____

Authorized Board Representative/Parks & Recreation: _____

Printed Name: _____

Date: _____

Please use this aerial view to provide us with your event/tent diagram.

