

**2023 - TOWN OF BOONSBORO
RECREATIONAL FIELD USE AGREEMENT**

This RECREATIONAL FIELD USE AGREEMENT is made and entered into as of _____, 2023 by and between _____, a non-profit organization (ORGANIZATION), and the Town of Boonsboro (TOWN).

WHEREAS, the Town has recreational play fields in portions of Shafer Park for the public enjoyment and recreation, and

WHEREAS, the Town allows for youth organizations to request to use the fields for an extended period of time, based upon a first come, first serve basis, and

WHEREAS the Organization has requested to use the _____ field in _____ portion of Shafer Park.

NOW, THEREFORE, in consideration of the premises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the TOWN and ORGANIZATION hereby agree as follows:

1. Term of Agreement. This agreement shall terminate by its own terms on the _____ day of _____, 2023; provided, however, that in the exercise of its prerogative to terminate a license at will, the TOWN may terminate this license at any time prior to that date. The TOWN agrees, however, that in the event that it elects to terminate this license during a seasonal schedule of events (including any post-season schedule) of an organization which includes an organized league, it shall make a good faith effort to continue this agreement in order to permit the ORGANIZATION to conclude the full schedule of that specific season.

2. Use of Premises and Schedule.

The TOWN, grants approval to the ORGANIZATION, use of the following recreational field(s);

Boonsboro Park (Potomac Street)

Shafer Park (Shafer Park Drive)

Football Field _____

Baseball/Softball Field _____

Soccer Field _____

Basketball Court _____

The ORGANIZATION shall be entitled to use the approved recreational fields as detailed below to the exclusion of other persons or entities (league schedules including practice, games and playoffs must be provided and attached as exhibit B). Use of all Town facilities will operate during the regular hours of the park (dusk until dawn), unless otherwise agreed to by the Town:

| Day | Date | | Time | |
|-------------|-----------|------------|-------------|--------------|
| | Start | End | From | To |
| Sunday | _____ | _____ | _____ | _____ |
| Monday | _____ | _____ | _____ | _____ |
| Tuesday | _____ | _____ | _____ | _____ |
| Wednesday | _____ | _____ | _____ | _____ |
| Thursday | _____ | _____ | _____ | _____ |
| Friday | _____ | _____ | _____ | _____ |
| Saturday | _____ | _____ | _____ | _____ |
| Recurrence: | ___Y ___N | _____Daily | _____Weekly | _____Monthly |

TOWN shall post the approved schedule near the field and all activities of the ORGANIZATION shall be limited to the date and time specified, unless prior notice is provided to and approved by the TOWN.

3. Rules and Regulations for Operating & Maintaining the Premises. The rules and regulations for maintaining and operating the Premises shall be as follows:

a. ORGANIZATION must designate a representative adult(s) to be present during any/all practices and/or games.

b. Alcoholic beverages are not permitted on park premises.

c. If field conditions warrant no use due to weather related conditions, as determined by TOWN, the TOWN will contact the main contact for the ORGANIZATION. The ORGANIZATION may also contact the TOWN, in order for the TOWN to determine whether appropriate conditions exist to use the recreational fields.

d. Driving, operating, or parking any motor vehicle on the fields is prohibited. In case of medical emergencies, only emergency vehicles will be allowed on the park. Only designated parking areas shall be used for parking.

e. Loudspeakers and/or amplified sound equipment must be reasonably used and be compatible with the residential neighborhood. All public address system use for athletic events must pertain to the game being played. "Play-by-play" announcing is prohibited. Request from TOWN to reduce volume must be honored.

f. ORGANIZATION is responsible for picking up all trash and litter from the playing fields, as well as the surrounding areas after each use. ORGANIZATION shall use the provided receptacles. If additional trash is accumulated that does not fit into the provided receptacles, the ORGANIZATION is responsible for removing the excess trash. Failure to pick up trash, or to empty trashcans, may result in a maintenance fee being assessed.

g. Field layout must be submitted to, and approved by, TOWN prior to scheduled use. TOWN must be advised prior to lining any fields. Burning lines is not permitted. Only approved material is to be used to line the fields. ORGANIZATION is expected to rotate practice areas to prevent overuse in any one area. Failure to comply with these requirements may result in ORGANIZATION paying for all damages occurring to the facility and/or termination of any/all field use permits for one year.

h. At the conclusion of evening games, practices, and activities, all spectators and participants must leave the park quickly and quietly.

i. TOWN will maintain parks, fields, and facilities for public use. **ORGANIZATION agrees to pay a share of the annual maintenance cost in the amount of \$1,150.00 to the TOWN (payable to Town of Boonsboro).** ORGANIZATION will provide all maintenance such as field preparation, lining of the fields, setting of bases, etc. for their own use during the term of their use. Motorized vehicles are not permitted on the field for the preparation of athletic fields or other activities unless prior approval is obtained from TOWN. Any portable fences or backstops must be approved by TOWN prior to installation and must be removed by ORGANIZATION within one week following the term of this agreement, or TOWN may remove and bill actual costs to ORGANIZATION. No improvements shall be made without TOWN's prior approval. Any request to modify or improve the park shall be submitted for review by TOWN. No permanent structure or equipment shall be erected on Town facilities unless approved by TOWN and dedicated for community use. TOWN will schedule an inspection of the field areas upon completion of the use. Any damage, other than normal wear and tear, must be corrected as specified by TOWN. ORGANIZATION shall provide all labor and materials to correct such damage or pay TOWN to have damage corrected. TOWN will schedule "down time" between seasons to allow staff to aerate, fertilize, seed and otherwise maintain the fields.

j. Restrooms: The Town shall provide access to the park public restroom facilities during regular park hours (dusk to dawn) during regular park season (April to October).

4. Banners & Signage. TOWN has separate regulations governing the display of temporary advertising banners (including sponsor banners). If ORGANIZATION wishes to display banners on TOWN property, prior approval must be obtained from the Town.

5. Storage. Storage units may be placed with permission from the staff and consensus from the Park Board only. Storage units must be in good condition at all times and any vandalism or damage must be repaired immediately. ORGANIZATION must maintain the storage unit in a clean manner at all times. TOWN assumes no liability or responsibility for any equipment stored in units. No equipment may be left out on fields or outside storage units unless approved.

6. Insurance. Unless specifically waived or covered by the Town, ORGANIZATION shall maintain a policy of liability insurance with an insurance carrier approved by the Town in the amount of at least \$1,000,000.00 per occurrence to insure against liability for personal injury, death or property damage arising out of, or relating in any way to, either directly or indirectly, the ORGANIZATION's use and maintenance of the Premises, including the preparation and sale of food items, merchandise, and structures and facilities the User is responsible to construct and/or maintain. The Town shall be named as an additional insured on any such policy, and the ORGANIZATION shall provide to the Town, as part of this signed license agreement, and attached as exhibit C, a certificate of insurance or other appropriate documentation to evidence such insurance coverage. ORGANIZATION shall be solely responsible for obtaining any desired insurance coverage to insure against damage to ORGANIZATION's personal property or other personal property not owned by the Town.

Insurance Policy _____ Carrier _____ Policy# _____
Covered by Town _____ Carrier _____ Policy# _____
Waived by Town _____ Reason waiver not required: _____

TOWN shall maintain insurance on buildings and structures on the Premises in the same manner and in similar amounts as it maintains on other similar Property owned by the Town. Regardless of whether the Town does or does not maintain such insurance, the Town shall not be obligated to repair or replace any such building or structure or to incur any cost in excess of any existing insurance coverage.

7. Assignment, Liens and Encumbrances. ORGANIZATION may not assign this Agreement or permit any other person or organization to utilize the Premises under the Authority of this Agreement, without the prior written approval from the Town.

8. Indemnification and Hold Harmless. ORGANIZATION shall indemnify, defend and hold harmless the Town, its officers, officials, employees, and agents from and against any and all claims, demands, suits, liabilities, damages, losses and expenses resulting from or in any way arising out of the use of the Premises by the ORGANIZATION, its agents, servants, volunteers, participants, or employees, which causes, directly or indirectly, any bodily injury, illness, death or other damage to any persons or any property, including, but not limited to the property of the Town.

9. Release. ORGANIZATION shall be responsible for the care and maintenance of any of its personal property which it may use, place, maintain or store on the Premises. Town shall not be responsible for any loss, damage, or injury which may result from or in any way relate to ORGANIZATION's use of the Premises, and user hereby releases Town from and against such liability. ORGANIZATION shall be responsible for advising its employees, volunteers, and participants of the terms of this Release and indemnification provisions of paragraph 8.

10. Damage to Premises. ORGANIZATION shall be responsible for any loss, injury or damage to the Premises, or any portion thereof, or contents being used which is caused, in whole or in part, by the negligence or intentional act of ORGANIZATION or its agents, employees, volunteers, participants, or guests. In the event

that any such damage occurs, ORGANIZATION shall promptly either repair or replace the damaged property in a manner as determined by the Town and at the sole expense of the ORGANIZATION.

11. Penalties. Should ORGANIZATION not comply with the above provisions, TOWN may revoke the right to use the premises as previously agreed upon and shall have right to reject any future agreements for recreational field use.

12. COVID-19 (Added March 2020). ORGANIZATION should provide the proper safeguards for the prevention of the spread of the COVID-19 virus, in line with the State and County guidelines. ORGANIZATION should closely follow current CDC and MDH guidance regarding COVID-19 prevention.

TOWN may revoke the right to use the premises as previously agreed upon if guidelines are not followed and shall have right to reject any future agreements for recreational field use.

WITNESS the hands and seals of the parties hereto agree upon the above terms this date and year above written.

ATTEST:

TOWN OF BOONSBORO

Bryan Wachtel, Town Clerk

By: _____
Kimberly Miller, Office Manager

WITNESS:

ORGANIZATION

Organization

Organization Head Contact Signature

Organization Head Contact & Title (Printed)