Union County Joint Recreation District

P.O. Box 738 Marysville, Ohio 43040

2027 Field Sports "User(s)" Agreement

This completed and signed user agreement hereby grants permission to and authorizes the **"User(s)",** defined as Organization/User(s)' participants, players, officers, agents, employees, guests, contractors, patrons, licensees, invitees, or any other person(s) entering upon the Union County Joint Recreation District Sports Complex at 16000 County Home Road, Marysville, Ohio, with express or implied invitation of User(s), to conduct Field Sport Practices, Events, Games and Tournament play at Union County Joint Recreation District Sports Complex **(UCJRD)** Fields for this specific purpose at the area(s) described later in this agreement.

"User(s)"

Organization: _____

Address: _____

City: _____State: _____Zip: _____

Contact Name: _____ Phone #: _____

"User(s)" to utilize and occupy those areas and facilities of the Union County Joint Recreation Sports Complex **("UCJRD")** Fields described below as **"Authorized Areas"** for the purpose or purposes of: Field Sports - Practices, Events, Games and Tournaments.

1) **Authorized Areas:** "User(s)" shall have the right to use the following described "Authorized Areas". The UCJRD reserves the right to control all areas, as they deem necessary. It is understood that it is the User(s) responsibility to prepare the authorized area(s) for play as outlined below.

Authorized Areas (see field layout) Time Period Covered

Soccer Section A
Soccer Section B
Soccer Section C
Soccer Section D
Soccer Section E
Soccer Section F
Lacrosse Section G
Rugby Section H
Football Section I
Parking Lot and designated parking area(s)

Rental: "User(s)" agree to pay a rental for field usage at the following rates at the time this agreement is executed:

	User Within County User Within County User	Out of County User Out of County
U-06 Fields	$25.00/Game	$65.00/Game
U-08 Fields	$35.00/Game	$85.00/Game
U-10 Fields	$40.00/Game	$85.00/Game
U-12 Fields	$55.00/Game	$125.00/Game
~~Lacrosse Fields~~	~~$55.00/Game $310.00/All Day~~	~~$125.00/Game $560.00/All Day~~
Rugby Fields	$55.00/Game $310.00/All Day	$125.00/Game $560.00/All Day
~~Football Fields~~	~~$55.00/Game $310.00/All Day~~	~~$125.00/Game $560.00/All Day~~
Cricket Fields	$55.00/Game $310.00/All Day	$125.00/Game $560.00/All Day

2) **"User(s)" Expectations:** At the beginning of "User(s)" season, "User(s)" are expected to layout the fields using string and stakes. "User(s)" will be responsible for ensuring goals are properly anchored in accordance with manufacturer's requirements for safety and insurance purposes. "User(s)" are required to maintain plastic ties on nets in order to keep them off the ground. If lines are lost due to no fault of UCJRD, "User(s)" are expected to layout fields again. "User(s)" will provide flags and are expected to remove flags after use and store flags on goals. Each season, the sections will rotate between leagues to assure fair access.

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3) **UCJRD Expectations:** UCJRD is expected to provide the goals and nets, provide general upkeep and the equipment to mow the grass (including labor) on a regular basis as needed. UCJRD is expected to paint the fields beginning 2 weeks before scheduled season and agrees to

pay for the cost of all Labor and materials such as paint, nets if needed, goal anchors and Other Misc. items deemed necessary jointly by UCJRD and the "User(s)".

4) **Cancellation of Games or Closing the Fields:** It is the responsibility of the "User' to check field status. UCJRD board members reserve all rights to cancel games.

5) **Compliance with Regulations:** "User(s)" shall comply with all rules and regulations governing the use of occupancy of the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", as well as all applicable Federal, State and Local laws, ordinances and regulations.

6) **Restriction(s) on use:** "User(s)" shall not:
   a) Use or allow the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas" to be utilized for any purpose(s) after 10:00pm.
   b) Use or allow the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas" to be defaced or damaged and not to drive, or permit others to drive, outside of designated areas located therein.
   c) Use or allow the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas" to be altered in any way except as approved by UCJRD.
   d) Use or allow "User(s)" concessions, sales of items and/or admission fees to be set up on the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas" without written consent from UCJRD.
   e) Use or allow alcohol or illegal drugs to be consumed or taken by "User(s)" anywhere on the premises of the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas".
   f) Use or allow profanity or physical altercations by "User(s)" anywhere on the premises of the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas".

7) **Right to Inspect:** The Union County Joint Recreation District Sports Complex and the defined "Authorized Areas" shall, at all times, be under the control of the UCJRD. The UCJRD and its representatives shall have the right, at all times, to inter the "Authorized Areas", to examine the same and to perform their duties.

8) **Default of "User(s)":** It is agreed that if "User(s)" should fail, neglect and/or refuse to keep and perform any of the covenants, conditions or agreements contained in this Agreement, the UCJRD may cause this agreement to be terminated, without liability to UCJRD, and without releasing "User(s)" from liability to the full amount of rent provided herein.

9) **Interruption or Termination of Event:** The UCJRD shall retain the right to cause an interruption of any event, in the interest of public safety, and to likewise cause the termination of such event(s) when, in sole judgment of the UCJRD, such act is necessary in the interest of public safety.

10) **Payment for Damages:** If it is determined, by the UCJRD, that the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", or parts thereof, have been damaged as a result of the "User(s") activities, the UCJRD will provide "User(s)" detailed billing, accounting for all repairs, replacements and/or restoration costs when such word has been completed. "User(s)" agrees to pay for any damages caused during the event, no later than the (10) days after receipt of an itemized bill from UCJRD. Failure to remit payment within the allotted time period will result in a 5% penalty of the balance due. "User(s)" agrees to pay for any and all damages of whatever origin or nature, which may occur to the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", or any parts thereof, as a direct result of "User(s)" use of the facility for "User(s)" event(s), during the term of this agreement. "User(s)" agrees to pay for any and all costs incurred by the UCJRD for repair, replacement and/or restoration of those areas, to a condition equal to that which existed at the time this agreement became effective.

11) **Indemnity:** "User(s)" shall defend and indemnify UCJRD, their officers, agents and employees, while acting within the scope of its duties, from and against any and all actions suits, proceedings, claims and demands, including attorney's fees and court costs, expense(s) and liabilities of any kind or nature whatsoever "Claims" for injury to or death of person(s) or damage to property which may be brought and/or filed against, imposed upon or sustained by UCJRD, their officers, agents or employees, based upon or arising out of: a) Any act or omission by "User(s)", defined as Organization/User(s)' participants, players, officers, agents, employees, guests, contractors, patrons, licensees, invitees, or any other person(s) entering upon the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", with express or implied invitation of "User(s)";

b) Any violation by "User(s)", defined as Organization/User(s)' participants, players, officers, agents, employees, guests, contractors, patrons, licensees, invitees, or any other person(s) entering upon the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", with express or implied invitation of "User(s)";

c) The use or occupancy of the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas" by "User(s)", defined as Organization/User(s)' participants, players, officers, agents, employees, guests, contractors, patrons, licensees, invitees, or any other person(s) entering upon the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", with express or implied invitation of "User(s)";

d) This indemnity shall not include claims based upon, or arising out of, the sole negligence, gross negligence, or willful misconduct of the UCJRD, their officers, agents and/or employees. Furthermore, this indemnity shall not require payment of claim(s) by the UCJRD, their officers, agents and/or employees, as a condition precedent to the UCJRD's recovery under the same.

12) **Insurance:** As a condition precedent to the effectiveness of this agreement, "User(s)" at its sole cost and expense, shall procure and maintain in force, during "User(s)" occupancy general liability insurance against all claims for injuries to person(s) or damage(s) to property occurring in, upon, or about, the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas". Proof of liability insurance must be submitted to the UCJRD board before each season starts.

13) **Force and Effect:** This agreement shall not have force and effect unless, and until, the UCJRD and "User(s)" have executed the same, and the original hereof shall have been delivered to the UCJRD. "User(s)" covenants and agrees that full and faithful performance by "User(s)" of all covenants, conditions and agreements on "User(s)" part, to be performed, shall constitute a condition subsequent to the continuance of this agreement.

This signed user agreement hereby grants permission to and authorizes the "User(s)" to conduct Practices, Events, Games and Tournaments at Union County Joint Recreation District Sports Complex (UCJRD) Field Sport Fields for a specific purpose and/or area as described earlier in this agreement. By signing this agreement, both parties hereby enter into a legal and binding agreement.

UCJRD Authorized Signature: _____ Print Name: _____ Date: _____

User(s) Authorized Signature: _____ Print Name: _____ Date: _____

User(s) Phone Number: _____ Email: _____

User(s) Authorized Signature: _____ Print Name: _____ Date: _____

User(s) Phone Number: _____ Email: _____

Bill To:
Organization Name: _____

Attention To: _____

Address: _____

City, State & Zip: _____