

CITY OF FAIRVIEW PARK ATHLETIC FACILITY RENTAL AGREEMENT

This agreement, made and concluded at Fairview Park, Ohio on the date indicated on this document, by and between the City of Fairview Park (hereinafter referred to as the City of Fairview Park) and the organization or individual requesting the use of City athletic facilities as indicated on this document (hereinafter referred to as Applicant), witness that:

Whereas, from time to time the city of Fairview Park is approached by various individuals and organizations with which it is not affiliated, requesting to conduct various activities and programs requiring the use of facilities owned by the City of Fairview Park; and Whereas, the City of Fairview Park desires to maintain a cooperative relationship with public and private individuals and organizations, which they have enjoyed in the past while receiving protection from injury and death incurred while on premises owned by the City of Fairview Park;

Now therefore, in consideration of the promises herein set forth, it is mutually agreed as follows:

1. Whenever a request has been made to the City of Fairview Park and that request has been approved for the use of City of Fairview Park property or facilities for any activity or program, the Applicant agrees to maintain full insurance coverage for the entire period of time that the City of Fairview Park's property or facilities are used.
2. The Applicant agrees to maintain an insurance program to protect, indemnify and save harmless the City of Fairview Park from any and all loss, damage, claims, actions, suits together with all costs, expenses and attorney's fees in connection with the use of City of Fairview Park's property or facilities by the above named Applicant.
3. Prior to the use of any City of Fairview Park property or facilities, the Applicant must provide, for approval by the City of Fairview Park, an executed copy of the insurance program which will completely insure, protect, indemnify and save harmless the City of Fairview Park from any injury or death to person or damage to property resulting from the use and activity by the Applicant.
4. In the event the above name Applicant fails to have adequate insurance coverage, the person signing either as an individual or for a group or organization requesting use of the City of Fairview Park property or facility, will be personally responsible and liable for any and all claims made against the City of Fairview Park.
5. Either party hereto being apprised of the existence of a claim which is covered by this Agreement shall promptly notify the other party.
6. This Agreement shall be in full force and effect during the period that any permit is granted to the Applicant to use City of Fairview Park property or facilities pursuant to the terms of this Agreement and shall be considered contingent upon and in reliance on the warrants made herein.
7. The Applicant may cancel this Agreement upon 7 days written or verbal notice. The City of Fairview Park reserves the right to cancel a rental agreement at any time if the rented facility is required for a city or school sponsored event. (Refunds will be processed at the discretion of the City of Fairview Park). Should the renter cancel a reservation within less than 7 days, any deposits or permit fees will be retained by the City of Fairview Park.
8. If the sum of the agreement exceeds \$250.00, it may be required that up to 50% of the total be paid prior to the use of the property and/or facilities.
9. Any damages beyond normal wear and tear of facilities will be assessed to the representative on said contract. Upon completion of repairs, renter will be billed for the full amount. If renter doesn't pay full amount within 14 business days then the individual or organization will be subject to legal action and will not be permitted to rent any property or facility ran or operated by the City of Fairview Park.
10. Based on the current COVID-19 Pandemic, Applicant agrees to abide by and enforce all orders of the State of Ohio and/or the Cuyahoga County Board of Health presently in place and any future orders regarding the same.

DISCLAIMER: I have read and agree to all rules & regulations set forth on this form. If form is not signed and dated by renter then the contract is not valid.

Applicant Signature: _____

Date: _____

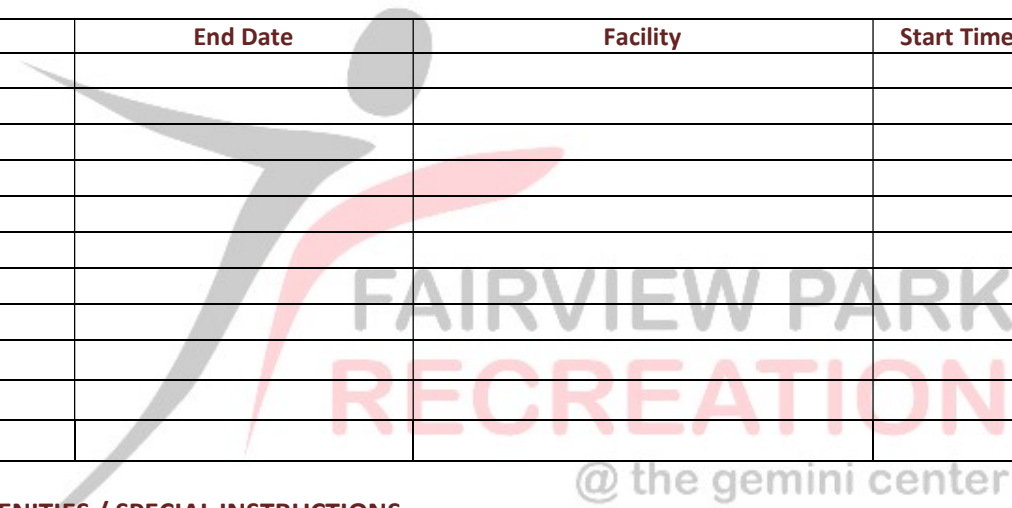
Applicant Name (PRINT): _____

FAIRVIEW PARK RECREATION DEPARTMENT ATHLETIC FACILITY RENTAL PERMIT
21225 Lorain Road ■ Fairview Park, Ohio 44126 ■ D: 440.356.4444 ■ F: 440.356.4434

Applicant Individual: _____ Date of Application: _____
 Organization: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Phone No.: _____ Email: _____
 Attendees: Resident [] Non - Resident [] Members [] Non Members []

DESCRIBE ACTIVITY IN DETAIL

Start Date	End Date	Facility	Start Time	End Time



REQUESTED AMENITIES / SPECIAL INSTRUCTIONS

TO BE COMPLETED BY FAIRVIEW PARK RECREATION DEPARTMENT

RENTAL COSTS		TOTAL COST _____
Permit Fee: \$25.00 (non-negotiable, non-refundable, must be paid upon approval of contract)		
STADIUM FIELD _____	BOHLKEN PARK DIAMOND #1 _____	MORTON PARK TENNIS _____
STADIUM TRACK _____	BOHLKEN PARK DIAMOND #2 _____	OTHER _____
STADIUM LIGHTS _____	BOHLKEN PARK DIAMOND #3 _____	
MAIN GYM _____	BOHLKEN PARK DIAMOND #4 _____	
MULTIPURPOSE GYM _____	BOHLKEN PARK DIAMOND #5 _____	
BATTING CAGE _____	DIAMOND #1 LIGHTS _____	PAYMENT DUE DATE _____

Applicant Signature: _____

Date: ___/___/___

Approved: [] Not Approved: []

Approved By: _____

Date: ___/___/___

**CITY OF FAIRVIEW PARK
ATHLETIC FACILITY RENTAL POLICY**

Fairview Park Recreation Department (FPRD) has set the following policy to ensure the safety of participants and prevention of long term, irreversible damage to the park, field and/or facility. FPRD reserves the right to deny/revoke an activity or event from use of a park facility or amenity and/or require an activity to conclude due to inclement weather, unsafe, poor field conditions and/or failure to comply with the rules and regulations set forth by FPRD.

USER ELIGIBILITY:

Any City of Fairview Park municipal recreation program, youth athletic program or adult athletic program will be eligible for the use of athletic facilities. A City youth or adult athletic program shall be defined as an organization whose charter is based in Fairview Park and is open to participation by city residents. Paid instructional programs that are sponsored by an eligible City athletic program may be eligible for the use of athletic fields, if approved by FPRD.

REQUEST PROCEDURE:

All athletic field requests must be submitted to FPRD by the dates listed below.

SEASON DATES COVERED APPLICATION DEADLINE:

Spring April 1st – June 14th: February 15th
Summer June 15th – August 15th: May 1st
Fall August 16th – November 30th: August 1st

Once all requests for a particular season have been received, FPRD will compile a list all athletic field requests and then will notify all user groups of final scheduling.

FIELD ASSIGNMENT PRIORITIES:

FPRD uses the following priority and ranking when determining field allocations:

1. City of Fairview Park Community Athletic Organizations
2. Fairview City Schools
3. Resident Youth Groups
4. Resident Adult Groups
5. Non-Resident Groups

FEE SCHEDULE:

Fee is required to be paid-in full a minimum of 10 business days prior to the 1st date of scheduled use. See Fee structure @ www.fairviewparkrec.com

INSURANCE:

A certificate of insurance is required from all user groups naming the City of Fairview Park as an additional insured. The certificate of liability insurance should be in an amount no less than \$1,000,000.00. This certificate should be updated for each season with FPRD.

CAMP CLASSIFICATION:

Any youth sports program that operates for profit, philanthropic or charitable purposes, whether or not a fee is charged; serves five or more children who are not members of the family or personal guests of the operator; and operates for any



period of time between **June 15th and August 15th** maybe be considered a camp program and subject to FPRD approval if it operates on a site for more than two hours a day and operates for at least five days during a two week period. In addition, any program that operates between **June 1st and August 30th** which promotes or advertises itself as a camp, even if it does not meet the criteria listed above is still considered a camp and is subject to FPRD approval. If your group falls into this category, please contact the City of Fairview Park to request an application to operate a camp.

LIGHT USE:

For groups requesting the use of lights at Sweeney Park, the following is an outline of how the lights are organized through FPRD.

1. Lights are available for Bohlken Park Diamond #1 and Fairview Stadium
2. The system is available to be turned on between 3:00 p.m. and 10:00 p.m., daily.
3. FPRD staff are responsible for turning the lights on and off.
4. Fee schedule for Lights available online @ www.fairviewparkrec.com

WEATHER CANCELLATION:

The following weather conditions may require that all athletic activities on the field be cancelled.

1. Standing puddles of water on the field.
2. Footing is unsure and slippery.
3. Ground is water logged and “squishy”.
4. Grass can be pulled out of the ground easily.
5. Lightning.
6. Severe weather storms.

THE DIRECTOR OF PARKS & RECREATION FOR FAIRVIEW PARK WILL HAVE THE FINAL SAY AS TO WHETHER A FIELD IS CLOSED DUE TO INCLEMENT WEATHER. UPDATES ON USE AND CONDITIONS ARE ANNOUNCED ON THE FAIRVIEW PARK RECREATION DEPARTMENT WEATHER INFORMATION LINE, 24 HOURS A DAY, AT **440-356-4444 PRESS 6**

FAIRVIEW PARK RECREATION
RULES & REGULATIONS

Any organization or user who receives a permit to use City of Fairview Park athletic facilities shall abide by the following rules:

PARKING:

All vehicles associated with the permit holder’s organization must be parked legally. All illegally parked vehicles will be ticketed and subject to towing. If the parking lot next to a facility or property is full, Applicant is to advise all users and spectators to seek parking on adjacent streets in legal parking areas.

TRASH: Permit holders are responsible to ensure that any trash generated by their group is placed in the proper receptacles at each facility location. In cases when receptacles are full or not available, the permit holder is responsible to remove any trash that has accumulated during their permit time.

DAMAGE TO THE FIELDS & COURTS: All permit holders are responsible to repair any superficial damage or to replace any divots that occur during their use of any field. Please report field concerns to FPRD.

FIELD INFORMATION: It is the responsibility of the permit holder to obtain updates and field updates for use by calling 440-356-4444 PRESS 6. If the recorded information states a particular field is closed, then any permit for that field is revoked until such time that the field is judged to be usable.

ALCOHOL: Alcohol is prohibited on any field or playground in the City of Fairview Park. It is the permit holder’s responsibility that any person affiliated with the permitted organization refrains from the use of alcohol.

DOGS: No person owning, harboring, or having custody and/or control of a dog shall permit such dog to trespass on the City of Fairview Park playgrounds and fields.

LIABILITY: FPRD carries no medical insurance for users of its facilities. Users participate in the activity, and the use of the facilities and property of the City of Fairview Park, at their own risk.

SCHEDULES: All schedules will be provided to FPRD in advance of season or event. All changes will be sent to FPRD for posting on its master on-line schedule.

THE FOLLOWING ADDITIONAL RULES APPLY:

1. No bicycles, skates, scooters or skateboards or any unauthorized vehicle is allowed on the field.
2. No dogs, pets or other animals are allowed on the field.
3. No tobacco products of any kind on the field or in any facility.
4. No glass and metal containers on the field or in any facility.
5. No golfing on the athletic fields.

VIOLATIONS OF THE ATHLETIC FIELD PERMIT POLICY

Failure of an organization or its members to comply with regulations established for use of City of Fairview Park property shall constitute a violation of this policy.

FIRST INFRACTION: A letter is sent to the organization/permit holder noting the concerns of FPRD.

ADDITIONAL INFRACTIONS: After the first infraction, any additional infractions may result in the loss of scheduling privileges based on severity and number of occurrences, including the cancellation of remaining dates for both games and practices at the sole discretion of FPRD.

INVESTIGATION: FPRD will review and investigate reports of violations, and reserves the right to inquire of the organization and its members concerning the events alleged to have occurred during the period for which that user was issued a permit. By accepting a permit to use a City of Fairview Park property and/or athletic facility, the organization agrees to cooperate fully in any investigation deemed necessary by FPRD or other authorities.

SANCTIONS: Based upon its investigation, FPRD will determine a sanction appropriate to the violation, including but not limited to:

- i. Revocation of a permit or permits issued to an organization and/or its members.
- ii. Prohibiting the use of any facility or property by an organization, and/or its members, for an indefinite or specified period of time.
- iii. Conditioning future use of any facility or property by an organization, and/or its members, on other reasonable terms and conditions such as participation in maintenance and repair of the facility or property.