

**APPLICATION AND PERMIT FOR USE OF THE
MILLCREEK TOWNSHIP COMMUNITY CENTER BASEBALL FIELDS
User Agreement**

This completed and signed User(s) 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 Millcreek Township Hall Ballfield at 10420 Watkins Road, Marysville, Ohio (hereinafter referred to as “Ballfield”) with express or implied invitation of User(s), to conduct Softball/Baseball Practices, Events, Games and Tournament play, etc. at the Ballfield for the specific purposes at the area(s) described later in this agreement.

User(s)

Date: _____

Group/Organization: _____

Representatives Name: _____

Address: _____

Email address: _____

Telephone Number: _____ Cell Phone Number: _____

Dates Reserved: _____

Hours Reserved: _____

The Millcreek Township Board of Trustees (hereinafter referred to as “Township”) enters into this agreement with the above named User(s)/Organization (hereinafter referred to as “User(s)”), for the purpose of permitting the User(s) the right to use the Ballfield, located to the east of the Millcreek Township Community Center Building at 10420 Watkins Road. In exchange for the use of the Ballfield, the User(s) agrees to pay a fee of \$10.00 for every use (2 ½ hours) the Ballfield is reserved and/or used. All payments must be received in advance. For rain dates, rescheduling will be contingent on the availability of the field at no additional fee. Payment can be made to a Millcreek Township Official at the time the form is signed and submitted.

The scheduling of the Ballfield shall be on a first come first served basis with scheduling beginning at 6:00 pm on February 15th of each year. For groups representing multiple teams, the scheduling of the Ballfield shall be on a first come first served basis with scheduling beginning at 6:00 pm on February 1st of each year.

Further, it is agreed between the Township and the User(s) that the User(s) reserving the facilities shall comply with the laws of the State of Ohio and:

1. The User(s) shall be responsible for the actions of all persons in the User(s)' organization using the Ballfield or other facility located upon the grounds.
2. The User(s) shall assume all liability and shall hold the Township harmless as to any injuries or property damage incurred by a member of the User(s) or to any person watching and/or participating for any reason. Prior to using the Ballfield, the User(s) shall cause each and every individual player and/or their parent, guardian or custodian to sign a release of liability holding the Township harmless as to any injury or property damage incurred by an individual player or User(s) while using the baseball field and while on the premises.
3. The User(s) shall advise their members to park only in the designated areas.
4. The User(s) shall advise their members of all rules, as determined by the Township, and shall require that their members follow said rules.
5. The Township shall provide port-a-johns for the use of the User(s) and those people observing during the regular season.
6. The Township shall be responsible for the sand & soil for the field. The Township shall also be responsible for the maintenance of the lights located at the field.
7. **Restriction(s) on use:** "User(s)" shall not:
 - a) Use or allow the Ballfield to be utilized for any purpose(s) after 11:00pm.
 - b) Use or allow the Ballfield to be defaced or damaged as well as not to drive, or permit others to drive, outside of designated areas located therein.
 - c) Use or allow the Ballfield to be modified or altered in any way except as approved by the Township.
 - d) Use or allow alcohol or illegal drugs to be consumed or taken by "User(s)" anywhere on the premises.
 - e) Use or allow any firearms anywhere on the premises.
 - f) Use or allow profanity or physical altercations by User(s) anywhere on the premises of the Ballfield area.
8. **Right to Inspect:** The Ballfield and area shall, at all times, be under the control of the Township. The Township and/or its representatives shall have the right, at all times, to enter the Ballfield, to examine and/or to perform their duties.
9. **Default of User(s):** It is agreed that if User(s) or any user members should fail, neglect and/or refuse to keep and perform any of the covenants, conditions or agreements contained in this Agreement, the Township, depending on the gravity or severity, may cause this agreement to be terminated, without liability to the Township, and without releasing User(s) from liability to the full amount of rent provided herein.
10. **Interruption or Termination of Event:** The Township 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 a trustee, such act is necessary in the interest of public safety. The Township shall have the right to terminate, revoke, amend or modify this agreement at any time should the public interest so require.

11. **Payment for Damages:** If it is determined, by the Township, that the Ballfield, or parts thereof, have been damaged as a result of the User(s) activities, Township will provide User(s) detailed billing, accounting for all repairs, replacements and/or restoration costs when such work has been completed. User(s) agrees to pay for any damages caused during the event, no later than thirty (30) days after receipt of an itemized bill from the Township. Failure to remit payment within the allotted time period will result in a charge of 5% interest of the balance due, compounded monthly. User(s) agrees to pay for any and all damages of whatever origin or nature, which may occur to the Ballfield, 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 Township's repair, replacement and/or restoration of those areas, to a condition equal to that which existed at the time this agreement became effective.

12. **Indemnity:** User(s) shall defend and indemnify the Township, its 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 attorneys fees and court costs, expense(s) and liabilities of any kind or nature whatsoever (hereinafter referred to as "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 the Township, its officers, agents or employees, base 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 Ballfield ", with express or implied invitation of User(s);
 - b. Any violation of this agreement 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 Ballfield ", with express or implied invitation of User(s);
 - c. The use or occupancy of the Ballfield 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 Ballfield 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 Township, its officers, agents and/or employees. Furthermore, this indemnity shall not require payment of claim(s) by the Township, its officers, agents and/or employees, as a condition precedent to Township's recovery under the same.

13. **Insurance:** As a condition precedent to the effectiveness of this agreement, User(s) at its sole cost and expense, shall obtain and maintain in force, a general liability insurance against all claims or injuries to person(s) or damage(s) to property occurring during an event or upon the premises.

14. **Force and Effect:** This agreement shall not have force and effect unless, and until, the Township and User(s) have executed the same, and the original hereof shall have been delivered to the Township. 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.

15. **Equipment:** Users are expected to supply their participants with necessary sports and safety equipment, approved head gear, bats, balls, gloves and its own pitcher's mound, if the installed pitcher's mound is not at an acceptable distance.

The parties hereto certify that they have read this agreement and agree to comply with the terms mentioned herein. For and in consideration of the permission to use the baseball field, mentioned above, the undersigned User(s), on behalf of itself and its members, shall acquit, discharge and covenant to hold the Township, its Trustees, officers, employees and agents harmless from any and all actions, causes of actions, demands, damages, costs, loss of service, expenses and compensation, on or account of, or in any way growing out of, any and all physical injuries and/or damages which result from the use of such baseball field.

Please print full name of User(s) Representative

Signature of User(s) Representative

Date

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Signature of Township Representative

Date