



Ballfield Reservation Agreement

City of Winston

245 SE Thompson Ave. Winston, Oregon 97496

For consideration herein specified, the City of Winston does hereby lease the use of

Riverbend Park Ballfields

located at 243 SE Thompson Ave. unto:

Name/Organization _____

For what day/days: M T W Th F (please circle all that apply)

Date/Dates, Month/Months/Year _____

Start/End Time: _____ to _____

For the sole purpose of _____

With an estimated attendance of _____.

Amos Osborne Ballfield

(2 hr. blocks per day/2 days per week per team M-F)

\$125.00 for season April-June +150.00 Deposit

Small Ballfield

(2 hr. blocks per day/2 days per week per team M-F)

\$125.00 for season April-June +150.00 Deposit

(One additional block of time may be rented for \$62.00 per season, if blocks are not completely booked by beginning of March)

***Reservations may be made starting January 1st, year of use**

***Some dates will be unavailable.**

Large Park Events take precedence over field time.

***Parking may not interfere w/large park event rentals.**

***No changes to fields w/out prior written permission from City of Winston**

***Each team is responsible for maintenance of ballfield they are using.**

***Contact Public Works for information regarding possible tournament reservations.**

No Driving/Parking in grass or undesignated areas

City provides designated access for equipment drop off/pickup. Additional fees will be charged for any damage done to ballfields and/or surrounding areas.

Park irrigation schedule: Varies

- The undersigned shall not use or permit the same to be used for any other purpose than what is listed in this agreement.
- **Staff Time Reimbursement (STR)**
- Staff time reimbursement for all departments is equal to the current wage + benefits for the staff member performing the task.

~~~OVER PLEASE~~~

**CANCELATION POLICY: Notification of cancelation prior to 60 days of event will entitle Lessee to a 100% refund of reservation fee; 30 days prior – 75%; 7 days prior – 25%; less than 7 days – 0%.**

The City of Winston, at the commencement of the terms herein provided, shall deliver the premises herein leased in a neat and clean condition; and the undersigned shall not permit any alteration or undue wear or deterioration upon the same. At the conclusion of the term provided in the agreement, the undersigned shall return said premises to the City of Winston in a neat and clean condition, reasonable wear thereof excepted. Failure to do so will result in additional charges by the City of Winston at the rates listed above for which the undersigned shall be liable. The costs will first be taken from the deposit and if that is not sufficient, necessary action will be taken against the undersigned to recover the additional costs. Damages will be handled in the same manner. The security deposit will be returned to the undersigned if there are no damages to the facilities and the area has been cleaned.

The City of Winston shall not be responsible for any loss or damage whatsoever of any kind to the undersigned, or its invitees, upon the premises herein leased, and the undersigned shall save and hold harmless the City of Winston from any loss or liability whatsoever arising out of the use of such premises. *Please Note: While City of Winston staff will make every effort to accommodate Lessee's requests, staff cannot offer or make any guarantees.*

Should suit, action or other proceedings be brought to enforce any of the terms and provisions hereof, the City of Winston may recover, in addition to costs and disbursements provided by statute, such additional sum as the Court shall deem as a reasonable attorney's fee.

The undersigned hereby agrees that in consideration of the City of Winston allowing use of its facilities, he/she, or the designated responsible party, will be physically present at the facility during all use by this group and that he/she will reimburse and indemnify the City of Winston for any costs incurred in the repair or cleaning of the facilities necessitated by this group's use of the facilities and failure to clean same. In the event it is determined that the facilities are in use during the absence of the undersigned, permission to use same can be immediately revoked and all occupants will be required to leave.

Should the undersigned be in default of any of the terms and conditions herein contained, the City of Winston may, at its option, elect to terminate this agreement without notice.

**Applicant shall provide a certificate of liability insurance with coverage of no less than \$1M and naming the City of Winston as additional insured for the event described herein.**

Insurance certificate, fees and security deposits are due at time of reservation unless prior arrangements have been made. Due to provisions within the city's insurance policy, all lessees are required to produce a certificate of liability insurance naming the City of Winston as "Additional Insured" for the event specified herein. There are no exceptions to this rule. Park hours are from daylight to dusk.

I, the undersigned, have read the above conditions concerning the use of the before mentioned park area and by signing below I agree to abide by the conditions set forth herein and be the responsible point of contact for the above-mentioned event.

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Lessee Signature

**\*\*\*STAFF USE ONLY\*\*\***

| Description | Quantity | Hours | Rate | Amount | Extension |
|-------------|----------|-------|------|--------|-----------|
|             |          |       |      |        |           |
|             |          |       |      |        |           |
|             |          |       |      |        |           |

Please make checks payable to City of Winston

If mailing please send to 245 SE Thompson Ave, Winston 97496

**\*Please make a separate check for refundable deposit**

**Total Amount due** \_\_\_\_\_