

APPENDIX D

Licensed User Groups, Sample Contract and Field Use Policies

LISCENSED USER GROUPS

- Fastpitch Softball
- Flag Football
- Friends of Bogert Park
- Gallatin Empire Lions Midget Basketball
- Gallatin Empire Lions Midget Football
- Gallatin Gardeners' Club
- Gallatin Valley Bicycle Club
- Gallatin Valley BMX
- Gallatin Valley Men's Adult Baseball League
- Gallatin Valley USA Wrestling
- Gallatin Valley YMCA
- Galloping Dog Agility and Flyball Club
- Girls Fastpitch
- Intramural Tennis
- Kayaking
- Lacrosse
- Lewis and Clark Marathon
- Li'l Bobcat Track
- Li'l Hawks Wrestling
- Little League Baseball
- Lone Mountain Gymnastics
- Mat Dogs
- Men's City Basketball League
- Bozeman Blitzz Futbol Club
- Montana Outdoor Science School
- Mountain One Volleyball Club
- Nike Tennis Camps
- Rocky Mountain Ropers
- Rugby Club
- Sacagawea Audubon Society
- Scuba
- Senior Olympics
- Southwest Montana Climbers Coalition
- Special Olympics
- Speed Soccer
- Sweet Pea Festival
- Ultimate Frisbee

SAMPLE CONTRACT

LICENSE FOR USE OF North Grand Fields By the Bozeman Girl's Fast Pitch Softball Association 2007

THIS LICENSE is given by the City of Bozeman, hereinafter referred to as the "City" to Bozeman Girls Fast Pitch Softball Association, hereinafter referred to as "Fastpitch."

WHEREAS, the City is the owner of North Grand Fields, located on 710 North Grand Avenue, and;

WHEREAS, the Fastpitch provides activities for the community of Bozeman, and;

WHEREAS, the Fastpitch has provided these activities at the same location and intends to continue for the foreseeable future to do so, and;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained herein, the City hereby gives permission, revocable and terminable as hereinafter provided, to Fastpitch to use North Grand Fields, during the period commencing April _____, 2007 until July _____, 2007, on the terms and conditions as set forth below, and in the Field Use Policies, which Fastpitch, by affixing an authorized signature to this license, promises to comply with and abide by.

Conditions

1. This permission is given to Fastpitch as an accommodation to Fastpitch and the annual maintenance fee for the North Grand Fields shall be waived in lieu of a \$500.00 donation into a special project account created for North Grand Fields improvements. No property rights or interest is intended to be conveyed by this agreement. Fastpitch acknowledges the title of the City to the above-described property and agrees never to deny such title, or claim, at any time, any interest or estate of any kind or extent whatsoever in the property by virtue of this license or its occupancy or use hereunder.
2. The undersigned will defend, indemnify, and hold harmless the City of Bozeman, its officers, agents, and employees against and from any and all actions, suits, judgments, claims, demands, costs, expenses (including attorney's fees) and liabilities of any character whatsoever, brought or asserted for injuries to, or death of any person or persons or damages to North Grand Fields arising out of, resulting from or occurring in connection with this license or the occupancy or use hereunder.
3. This license shall be valid for the dates and times specified in the agreement and subject to termination and renegotiation at the discretion of the City. Upon the expiration date or termination of the license, any and all agreements between the City and the user shall be null and void. Any renewal of the license shall be subject to review and renegotiation.
4. Any amendment or modification to this agreement or any provision herein shall be made in writing and executed in the same manner as the original document and shall after execution become part of this license, except as provided in the **Field Use Policies** regarding **Regulations**.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2007

City of Bozeman

**Bozeman Girls
Fastpitch *Softball Association***

Ron Dingman
Parks and Recreation Superintendent

Angie Kent
P.O. Box 1163
Bozeman, Montana 59771
586-8033

FIELD USE POLICIES 2007

Breach of Contract/Violation

The City of Bozeman will notify the user group, in writing, of any breach in contract and or violation. Upon receipt of this notice, the user group shall arrange a meeting to discuss the breach and/ or violation and available remedies. If an agreement cannot be reached regarding a remedy, the City of Bozeman reserves the right to revoke or terminate the permission hereby given at any time to the user group. Ten (10) days written notice will be given, at a minimum, of such revocation or termination. The City of Bozeman may, at its election, revoke or terminate the permission forthwith at any time without giving notice if the user group fails to comply with, or abide by each and all provisions hereof.

Revocation

Upon revocation, surrender or termination of the permission hereby given, the user group shall quietly and peaceably surrender their portion of the premises in the same condition as the premises were in at the time the use commenced.

Condition of Premises

It is expressly understood and agreed that the user group agrees to maintain and leave all facilities clean, safe and in a sanitary condition. Failure to do so will result in the user group paying all costs incurred by The City of Bozeman to return the premises to its original condition.

Regulations

User groups shall abide by all regulations prescribed by The City of Bozeman, the Bozeman City Commission, the Park Ordinance and the Park and Recreation Advisory Board. The aforementioned regulations may be modified, at will and shall become part of this license/agreement upon notice to the user group.

User Group Fees

See specific contract/license for applicable fees.

Security Deposit

A \$500.00 security deposit will be required from each user group. The deposit will be used for missing keys, administrative costs and assessments against a user group. The deposit will be returned, in full, upon final walk through if there are no infractions of an excessive nature.

Insurance

Each user group shall maintain \$1,500,000 liability insurance, \$750,000 per occurrence, insuring the City of Bozeman and the user group against loss and liability for damages including, but not limited to, personal injury, death, or property damage arising out of, or in connection with the use of the facility or park. In addition, the policy or policies shall contain a provision that no cancellation thereof shall be effective by the insurer without forty five (45) days written notice to the City of Bozeman and the insured user group. The insurance must be in place and the user group shall provide proof of insurance satisfactory to the City of Bozeman prior to the commencement of the use covered by this agreement or the use will not commence as scheduled. Proof of insurance will be provided two (2) weeks prior to the commencement date of use

Field Reservations

Once the fields have been reserved, with both the City of Bozeman and the user group agreeing to and signing the contract/policies statement, only the above signed user group will have exclusive rights to the field(s) and/or facility during time frames identified in each user group's specific contract. There shall be no SUB-LEASING of the field or facility. Sub-leasing of a field or facility shall be cause for forfeiture of any security deposit and reevaluation of the user group agreement. Time frames not identified as exclusive in the user agreement, will be open to the public.

Special Events

Events that require exclusive use of a park, field or facility, will be subject to a Special Use Permit similar to the Park Reservation Permit. The Special Use Permit may be obtained at 814 North Bozeman Avenue and information about the permit can be obtained via the City's website. Any "pay to participate" events, tournaments and/or clinics and camps will be subject to the Special Use Permit, and all responsibilities that go with it. Exclusions to this policy include sanctioned events such as area, regional and state tournaments.

Contact(s)

The user group will be responsible for designating an individual, who will be the sole contact for the user group. (A back-up contact should also be provided). They will be responsible for the initial walk-through, the final walk-through, utility bills, keys checked out, and any assessment brought forth against the user group.

Schedules

The user groups shall submit, through their appointed designee, a schedule of their events. In addition, the user group will furnish a list of numbers and e-mail addresses of all officers.

Field Preparation

It is the sole responsibility of the user group to prepare the fields for game play and practice. On all turf areas, approved athletic field water based paint will be applied instead of chalk Maintenance and care of the infield/skinned area is the responsibility of the user group.

Field Lights

The field lights (if applicable) are the sole responsibility of the user group. This includes maintenance and paying the utility bill. The City of Bozeman, upon receiving the utility bill, will contact the user group designee with the amount owed. At that time, it is the responsibility of the user group to pay the bill before the due date.

Utilities/Concessions

Utility charges incurred as a result of running or operating concession stands or buildings are the responsibility of the user group, as are all maintenance issues related to the concession area. The City of Bozeman will notify the appointed designee as outlined in the previous paragraph upon receipt of a utility bill.

Restrooms/Litter

User groups will be responsible for policing grounds dugouts and fields for litter and equipment left out on or near the fields. This includes, but not limited to, infield drags chalking machines, hoses and tarps. The

garbage collected will be deposited into the trash receptacles located throughout the park. Tarps shall be placed in proper areas. Other equipment shall be returned to the buildings or dugouts. Photographic and written documentation will be made of excessive violations. User groups will be assessed \$26.00 per hour in order to return the area to its original condition.

Snow Removal

Snow removal by user groups is not allowed on any fields. If snow is plowed off, there will be a charge for damages to irrigation heads, turf, fencing and any related items.

Improvements

Any changes, modifications or improvements to the park shall require a plan and must be approved by the City of Bozeman's Park Division prior to the work being done. At a minimum, the plan shall include: schedule of work, time line, design details, notice of start and completion. City staff shall be notified regarding guidelines on planning a project and any pre-conferences before the commencement of a project.

Thank You

For your cooperation, we are here to support your group and wish you success with your program in the upcoming season.