

Ball Diamond Reservation Application & Contract

revised 2/18/21

City of Groveport
Recreation Department
7370 Groveport Rd.
Groveport, OH 43125
(614) 836-1000 Office / (614) 836-2999 Fax

This document will not be considered unless ALL fields are complete. Please print clearly.

Name of Team/Group: _____ Today's Date: _____

Age Group/Division: _____ League Affiliation: _____

Type of Team: Recreation Church Work/Business
 Travel Non-Profit Other: _____

Type of Activity: T-Ball Kickball
 Fast-Pitch Softball Other: _____
 Slow-Pitch Softball
 Baseball (field use is limited to teams whose players are 12 years & under)

Purpose of Facility Rental: Team Practice Tournament Clinic (1-day)
 Team Game Camp Other: _____

Number of People Expected in Attendance (include players & spectators): _____

Name of User: _____
(First) (Last) (Middle Initial)

Driver License Number or State I.D. #: _____ Date of Birth: ___ / ___ / ___

Home Address: _____
(Street)

(City) (State) (Zip)

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email Address: _____

Requested Days, Dates and Times of Event:

Field #	Day / Date	Time (from – to)

Field #	Day / Date	Time (from – to)

BALL DIAMOND RESERVATIONS:

All fields are located at Groveport Park. Fields do not have actual pitching mounds. Fields without backstops cannot be reserved, unless agreed upon by the COG. **Use of fields for baseball is permitted for teams made up of players 12 years of age & under.**

FIELDS:

Field	Pitching Rubber	Base Pegs	Use
#1	46'	60'	Youth BB/SB
#2	50'	70'	Youth BB/SB & Adult SB
#3	50'	70'	Youth BB/SB & Adult SB
#4	46'	60'	Youth BB/SB
#5	50'	70'	Youth BB/SB & Adult SB

BB = Baseball SB = Softball

Ball Diamond Reservation Fees:

<u>Description</u>	<u>Days</u>	<u>Classification</u>	<u>Rates</u>
Ball Diamond	Mon. - Sun.	GRD Team &/or Resident	Free (excluding tournaments)
		Non-Resident	Free (excluding tournaments)
Site Supervisor (if required)	Mon. - Sun.	Res. & Non-Res.	\$10/hr. (full-hours only; 2 hour min.)
Additional Field Maintenance Requested	Sat. - Sun.	Res. & Non-Res.	\$60/hr. (2 hour min.)

Calculation of Ball Diamond Reservation Related Fees:

Rental Rate	\$ _____ x _____ hrs. x _____ # of fields	\$ _____
Site Supervisor	\$20/hr. x _____ hrs. (min. of 2 hours)	\$ _____
Additional Maintenance Requested:	\$60/hr. x _____ hrs. (min. of 2 hours)	\$ _____
	_____	\$ _____
		Total: \$ _____

Terms and Conditions:

- USER** - User must be a legal entity or (18) years of age or older. User shall be held responsible for the conduct of all group members and shall remain on site during the rental. User agrees to use the facility in a safe and careful manner and shall comply with all federal, state and local laws and any rules and regulations set forth by City of Groveport (COG). User cannot sublease this rental.
- PROOF OF CITY OF GROVEPORT RESIDENCY** - Non-Residents are welcome to utilize the ball diamonds. In order to receive the Groveport Resident rate, a resident is required to provide a valid Ohio Driver License or State I.D. Card accompanied by a Groveport Water Bill, utility bill or tax bill. Corporate Resident is defined as any individual that lives outside the corporate limits of the City of Groveport, but is employed within the corporate limits of the City of Groveport. The Corporate Resident is required to provide a recent pay stub showing the person's name and business address.
- DISCLAIMER** - All ball diamond rentals are subject to the terms, conditions and rules set forth by COG. As specifically set forth in the Terms and Conditions, COG shall hereby let to User and User shall hereby lease from the COG the use of the agreed upon ball diamond(s), on specified date and time. The COG assumes no responsibility for the manner in which the User utilizes the facility. Any activities taking part during the time period covered by this agreement shall be under the sole direct supervision and control of the User or its designated officers, agents, employees, members, guests, patrons or employees. COG assumes no responsibility for the manner in which activities are conducted. However, COG may cease activities for any just cause, especially if there is potential for injury to the general public or damage to the facility. COG assumes no liability in the event of accident or injury and makes no warranty as to the playing conditions that may exist on any of the fields.
- GENERAL USE** - All fields are located on COG property. All COG programs (games, practices, camps, clinics, tournaments, etc.) and local leagues/organizations will be scheduled by COG before any other field rental is scheduled.
- RESERVATIONS** - Reservations are to be made on a first-come first-served basis. Reservations may not be made any sooner than 3-months in advance of the requested date and no more than 2-reservations may be made per week, unless other arrangements have been made with COG or if the reservation is for a City sponsored event or program.
- PAYMENT** - Full payment is due at time of reservation. Checks should be made payable to the "City of Groveport".
- INSURANCE** - Organizations and/or organized teams who use a field(s) more than (4) times over a (3) month period are required to submit a Certificate of Insurance with a minimum of \$1,000,000.00, combined single limit bodily injury, property damage, product liability for each occurrence and cover all operations of the field rental, including but not limited to participants, spectators, sports officials, contractors, subcontractors, staff, volunteers, etc. The certificate must also list the City of Groveport (655 Blacklick Street, Groveport, OH 43125) as additional insured. The coverage should be written on a per occurrence basis. The COG reserves the right to require more coverage as deemed necessary. The insurance coverage is to be written by a company licensed to do business in the State of Ohio. The User, not the insurance agent, must submit the ACCORD Certificate to the City of Groveport 72-hours prior to the field rental date. It is understood that the COG is held free and harmless of any liability with a field rental.
- OCCUPYING** - The ball diamond(s) may not be occupied until the stated time on this Contract. The ball diamond(s) must also be vacated at the indicated time on this Contract. User will be charged a minimum of 1-full hour (at going rate) for additional time used. COG reserves the right to change field assignments as necessary. This reservation **only** gives User the sole right to utilize the ball diamond(s) during the time stated. **All other areas in the park are open and available to the general public.**

9. **CONDITION OF BALL DIAMOND(S)** - COG attempts to maintain the ball diamonds on a regular basis. However, COG does not inspect the athletic field(s) prior to every use and makes no claim that the athletic field(s) will be in a condition suitable to each User.
10. **ADDITIONAL CHARGES** - Based on the time and size of the rental, COG may require additional staff to be scheduled. User will be charged according to rates established by COG. At the discretion of COG, User may be required to pay COG provided Special Duty Police Officers at the hourly rate established by the Groveport Police Department for additional security.
11. **DISMISSAL** - COG reserves the right to dismiss any participant from the facility for criminal and/or unruly conduct or failure to observe rules & regulations.
12. **INHERENT RISKS** - User and User's participants shall assume all inherent risks. User is responsible for educating himself/herself on the hazards of COVID-19. User acknowledges that circumstances regarding COVID-19 are changing from day to day, and as a result, guidelines may be modified and updated. User accepts responsibility for familiarizing himself/herself with the most recent updates. User is responsible for communicating the Ohio Department of Health's Responsible Restart Ohio Mandated Guidelines for Youth, Collegiate, Amateur, Club & Professional Sports to his/her players, coaches/instructors, spectators, opposing teams and umpires. User is further responsible for enforcing said Mandated Guidelines.
13. **LIABILITY** - User agrees to indemnify and hold COG harmless from and shall reimburse it for, any and all losses, costs and expenses arising out of any liability, or claim of liability for injury or damages to persons or property sustained by anyone, by reason of User's utilization or occupation of the facility under this Contract, or by any act or omission of User or any of its officers, agents, employees, members, guests, patrons, or invitees and User shall pay any and all damages to the property of COG or for loss or theft of such property, done or caused by such persons.
14. **INSPECTION** - User is responsible for inspecting the ball diamond(s) before its use and is responsible for making its participants aware of any existing hazards.
15. **FOOD AND BEVERAGES** - User agrees to not sell any food or drink on the premises.
16. **BANNED SUBSTANCES** - User agrees that no alcoholic beverages, drugs, or other banned substances of any kind will be used in or on the premises. User understands that any violation of this rule shall give the COG the right to terminate this Contract without penalty to the COG and permanently bar User from or any member or guest of the User from the premises.
17. **ADDITIONAL CLEAN UP** - User will clean up all debris and will dispose of in trash receptacle. User may be charged for any excessive clean-up necessary due to User's rental of the ball diamond(s).
18. **ALTERATION OF BALL DIAMOND(S)** - Water removal should only be undertaken to accelerate the drying of fields. Water removal should not be undertaken with the expectation that fields will be available for play. Do not shovel, scoop, rake or sweep water, mix, dirt or topsoil into grass areas. Do not remove mix, dirt or topsoil from wet areas. Do not bring foreign material onto fields to fill wet areas or low spots. User may not remove or move any bases, base pegs, home plates, pitching rubbers, etc.
19. **PARK RULES** - User agrees to abide by all park rules. Up to date rules can be found at www.groveportrec.com/257/Hours-Rules.
20. **LOST OR STOLEN ARTICLES** - COG assumes no responsibility whatsoever for any lost or stolen property.
21. **RIGHT TO CONTROL** - It is understood that COG reserves the right to control and manage the premises and to enforce all necessary and proper rules for the management and operation of the premises. COG employees or other authorized representatives may enter and exercise their authority at the premises at any time. COG also reserves the right, but not the duty, through its employees and representatives to eject any objectionable person or persons from the premises and User hereby waives any and all claims for damages against COG or any of its representatives resulting from the exercise of this authority.
22. **CANCELLATION BY COG** - COG reserves the right to cancel any scheduled usages time for any reason. In the event of such cancellation, a mutually satisfactory later time and date will be substituted for the canceled time whenever possible. Furthermore, COG is not responsible for any consequential damages related to the cancellation of the contracted time.
23. **CANCELLATION BY USER** - The User must give the COG at least a 48-hour notice in order to cancel a reservation. All cancellations will be communicated through the Sports/Fitness Manager. Failure to cancel will result in loss of any refund.
24. **CANCELLATION DUE TO INCLEMENT WEATHER** - The COG will work with the User to reschedule a field reservation due to inclement weather. If a field is prepared by the COG for the User (dragged and lined), the User will not be eligible for any refund if the reservation is canceled by the User and not the COG.
25. **REFUND:** In the event that the COG cancels the ball diamond reservation due to inclement weather and the COG and User are not able to come up with a suitable rescheduled date, the COG will provide a full refund to User.
26. **CLOSURES** - Ball diamond(s) may be closed as conditions dictate. Users must call 614-836-1000 to ascertain if fields are open. The ball diamonds will be checked and closed as conditions dictate by the Parks Superintendent or his/her designee. Anyone who plays on a closed ball diamond will be subject to a \$150 fine per ball diamond (plus damages) and may be subject to a one-year suspension of eligibility for use of any ball diamond.
27. **ON-SITE JUDGEMENT (BALL DIAMONDS)** - Do not use any field when such use will cause damage to the field or risk personal injury. A field should be closed for play if any of the following conditions exist: there is standing water present on the field that cannot be removed without causing damage to the field; there are muddy conditions present that will not dry before the start of the game or practice; while walking on the field, water can be seen or heard with a footstep; while walking on the field, any impression of your footprint is left on the surface; if water gathers around the sole of a shoe on any portion of the field.

- 28. CANCELLATION BY UMPIRE OR COG EMPLOYEE - If an umpire or COG employee deems conditions (including weather) to be unsafe, play must stop immediately.
- 29. LIGHTNING OR THUNDER DISTURBANCES – When thunder is heard or lightning is seen, the leading edge of the thunderstorm is close enough to strike your location with lightning. Play must be suspended. Persons must evacuate the fields and take shelter in a vehicle immediately. Once play has been suspended, wait at least 30-minutes after the last thunder is heard or lightning is witnessed prior to resuming play. Any subsequent thunder or lightning after the beginning of the 30-minute count will reset the clock and another 30-minute count should begin. When lightning-detection devices or mobile phone apps are available, this technology could be used to assist making a decision to suspend play if a lightning strike is noted to be within 10-miles of the event location. However, never depend on the reliability of these devices and, thus, hearing thunder or seeing lightning should always take precedence over information from a lightning-detection device or mobile app.
- 30. AMENDMENTS - This Contract cannot be modified in any way except by a written document signed by both parties.
- 31. GOVERNING LAW - This agreement shall be governed by the laws of the State of Ohio both as to interpretation and performance.
- 32. SEVERABILITY- If any provision of this Contract is determined to be unenforceable or invalid, the remaining provisions of this Contract shall not be affected thereby and shall remain in full force and effect.
- 33. FORCE MAJEURE - Neither party shall be liable for any damages, resulting from the elements, acts of God, or any other cause beyond the reasonable control of the parties.
- 34. SPECIAL CIRCUMSTANCES - COG retains the right to change field assignments based on scheduling conflicts and/or any other conflicts.
- 35. DISPLAY OF CONTRACT - This signed Contract must be in User's possession and must be displayed at the request of a Groveport Police Officer or authorized City representative.
- 36. ENTIRE AGREEMENT - This document constitutes the entire Contract between the parties and supersedes all previous communications, representations, understandings whether oral or written, between the parties.

I hereby acknowledge that I have read and fully understand the above terms and conditions. I understand that any information provided may be subject to Ohio Records Law.

City of Groveport:

User:

By: _____
Sports/Fitness Manager or designee Date

By: _____
Authorized User Date

By: _____
Recreation Director Date
*not valid unless signed by Director or designee

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FOR STAFF USE ONLY:

Applicant is a: City Resident Corp. Res. Non-Resident
Residency Verification: Driver Lic. Utility Bill FCty. Auditor Pay Stub
Identity Verification: Driver Lic. State I.D.
Total Rental Amount: \$ _____
Method of Payment: Cash Credit Card Check
Staff Processing Reservation: _____ Date: _____