



Parks & Recreation Department

912 E. Main Street, Battle Ground, WA 98604

kim.cederholm@cityofbg.org

(360) 342-5385

Park and Field Use Application 2021

Complete this form in full with signature, payment and documents as may be required to the address listed above.

The City of Battle Ground wishes to encourage use of our city parks and fields by the community as long as the use is of lawful purpose and does not interfere with the conduct of the City of Battle Ground Parks & Recreation Department programs or the primary purpose of which the grounds are intended. Community use of facilities is subject to the terms of City of Battle Ground Parks & Recreation Fee Schedule. Permission to use a particular facility may be denied based upon availability or if the City of Battle Ground, in its discretion, concludes that the proposed activity is not in the public's best interest; however, no person shall be denied full enjoyment of the facilities because of race, creed, color, sex, origin or any other protected class under applicable law.

Name of Group/Organization/Assoc. Represented: _____

Primary Contact/ Responsible Person: _____

Mailing Address: _____ City: _____ Zip: _____

Phone Number: (____) _____ Email Address: _____

Type of Activity: _____ **# of People Expected:** _____

Field or Park Requested: _____ **Date(s) Requested:** _____

Space Requested:

T-Ball Field A (North) T-Ball Field B (South) Whole Field Space Other _____

Start Time: _____ am/pm **End Time:** _____ am/pm

Please include set-up and tear-down time above and *events must conclude no later than dusk.*

Non-Profits & Commercial Rentals Only

State of Washington License & Registration Certificate and/or the State of Washington Certificate of Incorporation that identifies them as a registered non-profit. Please see attached copy.

Business License. Please attached copy.

Park and Field Rental Fees:

Park and Field Rental fees will be determined by the latest established rental rates as provided on the Battle Ground Fee Schedule. Payment of charges shown on the application form are to be made to City of Battle Ground within thirty (30) days of invoice. Charges may be levied to cover the cost of additional services not covered in the original agreement or for damages or agreement violations as outlined in the Facility Rental Guide and Battle Ground Parks & Recreation Fee Schedule. The City of Battle Ground reserves the right to require and charge for custodial and/or other authorized City of Battle Ground employees to be on the premises.

Reservations/ Fees:

Reservations will be accepted on a “first-come, first served” basis by submission of a Park and Field Rental Application and completion of the Park and Field Rental Agreement provided and agreed to by the City of Battle Ground accompanied by the deposit (first session rental fees) and all other fees that may be due as outlined on the executed Park and Field Use Agreement.

- Refunds, if applicable, will be issued only to the individual or organization that made the rental payment.
- *Note: Any returned checks/non-valid credit cards are subject to NSF service fee and the terms of your Long Term Facility Agreement may be cancelled at the sole discretion of the City of Battle Ground.*

Table 1. City of Battle Ground Parks & Recreation Park and Field Fees

	Parks (general)	Kiwanis Park Fields	
		Whole Field	Single T-Ball Backstop
Rental Rates	\$10/hr non-profit \$15/hr private/ commercial	\$20/ hr non-profit \$30/ hr private/ commercial	\$10/ hr non-profit \$15/ hr private/ commercial
Maintenance Fee	\$35/day	\$50/ day	\$25/ day

*maybe waived or adjusted based on season maintenance or type of activity.

Billing & Payments:

Field Rental Fees: \$ _____ (\$ _____ x _____ hrs.)

Maintenance Fee: \$ _____ (non-refundable)

Other applicable fees: \$ _____

Insurance/ Permits

General Liability insurance is required for this event. Please provide along with this application.

General liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate may be required for events scheduled at the Battle Ground Community Center & Senior Center. The General liability insurance must name the City of Battle Ground as an ADDITIONAL INSURED using ISO form CG20 11 or coverage at least as broad. High limits may be required for certain uses.

Conditions: *I understand and agree to the following (initial next to each item and sign below):*

_____ If the activity result in damage to the field or park, additional fees may be assessed if the damage deposit does not cover the City’s full cost to repair.

_____ Groups are responsible for removing their own trash, recycling and general clean-up of the field.

_____ Any form of music must be kept at a reasonable volume.

_____ Applicant assumes all responsibility for any damages caused by guests, members, employees or third parties hired to provide services.

_____ The misuse of the field or park or failure to comply with the field or park policies listed in park rule & regulations and general information herein may be sufficient cause to immediately terminate the event, forfeiture of rental fees/ damage deposit, additional fees and charges to be assessed, and denial of future use. The City of Battle Ground staff reserve the right to terminate the event due to any of the aforementioned infractions or in the event of an emergency.

Applicant Responsibilities: *I understand and agree to the following (initial next to each item and sign below):*

_____ ***Any accident involving injury to participants or damage to facilities or equipment occurring during the use of the City of Battle Ground field or park or equipment will be reported to City of Battle Ground staff immediately.***

- Applicant expressly assumes full legal responsibility for the conduct of guests, members, and employees, or third parties hired to provide services.
- Misuse or disrespect of the park/field, staff, or failure to comply with the Policies Park Rules & Regulations and general information may be sufficient cause to terminate the event prior to its scheduled end time, forfeiture of rental fees/ damage deposit, additional fees and charges to be assessed, and denial for future use. The staff on-duty reserve the right, in their discretion, to determine when and how this should happen. If necessary, law enforcement may be contacted to respond to the event.
- Should a City of Battle Ground Staff need to contact City of Battle Ground Police Department for assistance, the event may end at the officer's discretion.

Additional Conditions/ Fees

Additional conditions may be added after the signing of the contract, by written mutual agreement.

Rescheduling

Rescheduling requires a minimum of 30-day written notice. We will make every effort to accommodate the new request, however we cannot guarantee that field or park will be available. In the event it is not possible to reschedule the event, the terms of the cancellation policy as outlined herein will apply.

Cancellation Policy

Applicant cancellation of any event must be made in writing, or via-email to Battle Ground Parks & Recreation Manager (kim.cederholm@cityofbg.org) and a confirmation of receipt must be sent.

- Applicant cancellation received 61 days prior to event: full refunded.
- Applicant cancellation received 30-60 days prior to event: 50% of rental fees will be refunded.
- Applicant cancellation 30 days or less: no refund is made.
- Any refund is returned only to the Applicant, fees cannot be transferred, sold, auctioned, or gifted to any other person/ organization.

Statement of Responsibility, Risk Assumptions, Release & Indemnification

The person or organization entering into this Park and Field Use Agreement with the City of Battle Ground for use of City of Battle Ground facilities or equipment described herein (collectively "the facilities") certifies that the information given in the Field Use Rental Application and this Agreement is current and correct. The undersigned further states that he/she has the authority to make this application for the applicant/ organization and agrees that the applicant will observe all Facility Policies listed in the Facility Rental Guide.

The Applicant warrants and agrees as follows (initial next to each item and sign below):

_____ I agree to all of the terms of the Battle Ground Park and Field Rental Guide, including the listed Facility Policies therein, and I accept FULL LEAGAL LIABILITY for the above- described event, and will exercise due care in the use of the facility.

_____ I am aware of and expressly assume all of the various risks of property damage, including the damage, loss, or destruction of any property left at the facility outside of the specific rental reservation period as provided for herein, and all injury and/or death associated with or arising out of the use of the Facilities.

_____ In consideration for granting this request and being fully aware of all the risks, I hereby RELEASE the City of Battle Ground and it officials, employees, volunteers and agents (“the Released Parties”) and AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE, including the right to bring a legal claim, cause of action, or lawsuit for any property damage, bodily injury, death or other harmful consequences in any way arising out of use of the Facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the Facilities.

_____ I agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, suits, actions, or liabilities for injury or death of any person or for loss or damage to property, which arises out of the use of the facilities or from any activity, work or thing done, permitted or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

Signature of Applicant

Printed Name of Applicant

Date

Signature of Parks & Recreation Staff

Printed Name of Staff

Date

This institution is an equal opportunity provider and employer. Information is available in the following languages by request to cityclerk.info@cityofbg.org.

SPANISH: Información será traducida al español a petición de cityclerk.info@cityofbg.org; RUSSIAN: Информация имеется на русском языке по запросу на cityclerk.info@cityofbg.org; VIETNAMESE: Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến cityclerk.info@cityofbg.org; SERBO-CROATION: Za informacije na bosanskom jeziku obratite se na adresu cityclerk.info@cityofbg.org; TAGALOG: Ang impormasyon ay makukuha sa Tagalog sa pamamagitan ng kahilingan sa cityclerk.info@cityofbg.org; CHINESE: 如需相关信息的中文版本, 请来函索取 : cityclerk.info@cityofbg.org