



CITY OF OVERLAND PARKS AND RECREATION DEPARTMENT
 9225 LACKLAND ROAD, OVERLAND, MO 63114
 PHONE: (314) 428-0490 FAX: (314) 227-2951 WEBSITE: WWW.OVERLANDMO.ORG

FIELD PERMIT REQUEST FORM

Group/League Name: _____

Name of Contact/Field Scheduler: _____

Group/League Mailing Address: _____

Day Phone: _____ Evening Phone: _____

E-mail Address: _____

Field Location Requested:

- Brooks Ball Field
 Myers Ball Field 1**
 Myers Ball Field 2
 Legion Multipurpose Field

****NOTE: Myers Ball Field 1 & 2 will not be available on Saturdays and Sundays between the hours of 11:30 am – 4:30 pm due to reservations for Pavilion Rental Use Only.**

Day of Week	Date(s)		Time(s)			First Field Choice	Second Field Choice
		to		to			
		to		to			
		to		to			
		to		to			
		to		to			
		to		to			

*Please note the top two fields you prefer, in case your first choice is not available. Vehicle parking in the designated park parking lots is encouraged during use of field. **Groups are only able to occupy a max of 2 nights per week per field.**

Use of Field for what sport (Please circle one) : Softball Baseball Soccer Other: _____

Age Range of Participants _____ Estimated No. of Participants _____

Estimated No. of Teams _____ Number of Staff/Volunteers/Coaches _____

Each permit holder is required to sign that they have read and will comply with the rules and regulations listed on the following pages, and agrees to sign a Hold Harmless Agreement to use City of Overland property. Any breach of these rules and conditions will be grounds for revocation of any permit.

On behalf of this group, I understand all procedures associated with this request, and accept the legal financial responsibilities involved in the use of facilities owned by the City of Overland.

Name (Print Only) _____

Signature: _____

Date: _____



HOLD HARMLESS AGREEMENT

For use of Community Facility and Grounds
City of Overland

1. "I/We/Me/My" shall mean:

INDIVIDUAL / ORGANIZATION

Name: _____ C/O: _____

Address: _____

Phone: _____ Fax: _____

2. **General Information:**

Rental Date(s): _____ Rental Site: _____

Total Hours Site is Needed: _____ Rental Times: _____

Activity to be held: (describe in detail) _____

Consultant Agreements for Public Entities

The Individual and/or the Organization listed above agrees to indemnify, hold harmless, and defend the City of Overland, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the City of Overland or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract."

Name of Representative

Today's Date

Signature of Representative

Facility Contract / Permit Number

City of Overland Parks & Recreation

Facility Rental Rules & Regulations

The City of Overland Parks & Recreation Department has set the following policy to ensure the safety of participants and prevention of long term, irreversible damage to the park amenities on City property. The City of Overland, Parks and Recreation Department (hereinafter "City") reserves the right to deny/ revoke an activity or event from use of City property and/or require an activity to conclude due to inclement weather, unsafe, poor field conditions and/or failure to comply to those rules and regulations set forth by the City of Overland. Any organization or user who receives a permit to use the City of Overland facilities shall abide by the following rules:

User Eligibility

Any Ritenour School District Team, Municipal recreation program, youth athletic program or adult athletic program will be eligible for the use of athletic fields and lights.

Paid Instructional programs that are sponsored by an eligible youth and/or adult athletic program may be eligible for the use of athletic fields and lights, if approved by the Parks and Recreation Director.

Request Procedure

All athletic fields requests may be submitted to the City starting December 18th. All Athletic field requests must be submitted to the City of Overland Parks & Recreation Department by the dates listed below:

<u>SEASON</u>	<u>DATES COVERED</u>	<u>REQUEST FORM DEADLINE</u>
Spring / Summer	April 1 – July 31	July 1 st OR UNTIL FILLED
Fall	August 1 – October 31	October 1 st OR UNTIL FILLED

Fields will not be available to start practicing on until April 1st. Once requests have been received, the City will process each request on a first come, first serve basis. **In an effort to help create more field use to more clients, each group/team is only allowed a maximum of 2 nights per week per field.** Once a request has been fulfilled, the City will notify user groups with their permits via phone and/or mail. Permits must be in possession of holder during field use.

Field Assignment Priorities

The City uses the following priority and ranking when determining field allocations:

1. City of Overland Parks and Recreation Department
2. Ritenour School District
3. Resident Youth Groups
4. Resident Adult Groups
5. Non- Resident Groups



Availability of Facilities

A schedule of dates and times for the use of designated facilities will be coordinated and agreed upon in advance by the permit holder and the Parks and Recreation Director for the City so as to avoid conflict between City and member facility usage at the discretion of the Parks and Recreation Director for the City. Scheduling of dates and times will be scheduled once all required documents are received by the Parks & Recreation Director by the permit holder. Schedules are subject to changes due to the size of the leagues, City functions, and other appropriate factors. Parks Hours do pertain to the following times:

- All Overland Parks are open a half hour before sunrise till a half hour after sunset, except in designated facilities where a Field Use Permit has been issued by the Director of Parks & Recreation.

Rental activities must take place between regularly scheduled Park hours and are to include clean-up time. Exceptions to after hour use are rare and are dependent upon such factors as availability of the facilities. ***Violators may be ticketed and/or fined if rentals proceed past the scheduled ending time listed on the Permit.***

The permit holder may only use those designated facilities which have been rented and the nearest restroom- not the entire park. Guests must stay in the area in which the event is being held. If your activity expands to other areas, it may result in additional rental charges and/or dismissal from the park.

Light Use Policy

Lights are turned on at Sundown by a City of Overland Employee for those Permit holders who have paid to have the lights turned on. Payment for lights is \$10 per night and must be submitted to the Overland Community Center during normal/ summer hours. **Lights are available at Legion Park Only. All other fields close at dusk daily.**

1. **Fee Schedule:** Fees are required to be paid in full a minimum of 3 business days prior to the requested date of scheduled use. Payments are due as follows:
 - a. **Groups not requesting lights (Practice Only Fields)**
 - Spring, Summer & Fall = No Fee - \$0.00
 - b. **Groups requesting lights (Practice Only Fields)**
 - Spring, Summer & Fall = \$10.00 per night scheduled
 - c. **Groups requesting to hold a Scrimage/Game/Athletic Camp**
 - Groups holding Scrimages/Games: \$15.00 per hour & ***Contract & Liability Standards Must Be Met***
 - Groups holding Athletic Camps: \$250.00 per week for camps (***Contract & Liability Standards must be met***)

Cancellation and Termination Policy

In the event of cancellation, a written cancellation must be provided by the permit holder to the City in writing to the address on this Facility Rental Agreement and the following policy shall apply:

- If cancellation is received more than 30 days prior to the facility usage, the permit holder will be reimbursed all fees.
- If cancellation is received between 15-29 days prior to the facility usage, the permit holder will be reimbursed 50% of the total rental fees.
- If cancellation is received 0-14 days prior to facility usage, the permit holder will be reimbursed 0% of the total rental fees.
****Please note for field light usage only: A "Push Credit" may be issued if the permit holder notifies the City's Recreation Specialist or Parks & Recreation Director at least 24 hours prior to the rental start time.***



The City reserves the right to cancel a league, tournament, or agreement due to insufficient enrollment or any other just cause. Where the City cancels a booking for any reason within this agreement, the permit holder agrees that the City is not responsible or liable for any loss or damage suffered by the permit holder.

Should the permit holder or any of its members, representative, agents, or other persons under its authority and/or control, breach any term or provision herein, the City may terminate this Agreement by giving notice of such termination to the permit holder at the address on this Facility Rental Agreement.

Indemnification and Hold Harmless Clause

To the fullest extent permitted by law, the permit holder agrees to indemnify and hold the City, its elected and appointed officials, employees, volunteers, and other working on behalf of the City, harmless from and against all loss, costs, expense, damage, liability claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons; or the damage of destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the User or anyone acting in its behalf in connection with or incident to the use of the City's property by the permit holder, regardless of whether a claim is made that the City or its employees wither negligent. Further, the permit holder shall, at its own cost and expense, defend any such claim and any suit, action or proceeding which may be commenced thereunder, and the permit holder shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense, including but not limited to, costs, attorney fees and settlement expenses which may be incurred by the City. The City carries no medical insurance for users of its facilities. All users participate in the activity at their own risk. The permit holder and/or Organizational group representative will be required to sign a Hold Harmless agreement at the same time the Field Permit Request Form is turned into the City.

Insurance

A certificate of Liability Insurance is required from all user groups participating in scrimages and/or games on City property, and shall list the "City of Overland" as additional insured on the Liability Insurance Policy. The certificate of liability should be in the amount of not less than \$1,000,000 per occurrence and the aggregate limit in the amount of not less than \$3,000,000 per occurrence. Coverage confirmation must be submitted on a current "Certificate of Liability Insurance" form. The Named Insured on the evidence of insurance must match the name on the contract. The Description of Operations /Locations/ Vehicles must list the event name, event date(s), and the location of the event. Liability coverage must be on an "occurrence" form. The certificate of liability insurance shall The Certificate shall provide the City of Overland with a minimum thirty (30) days written notice of any cancellation, suspension or material change in coverage. All users groups participating in scrimages and/or games without proper documentation on file with the City will receive a fine and may result in the loss of scheduling privledges based on the severity and number of occurrences, including the cancellation of remaining dates for both games and practices at the discretion of the Parks & Recreation Department.

- Please use the following address for Certificate holder:
 - a. City of Overland
 - b. 9119 Lackland Road
 - c. Overland, MO 63114



Waiver of Subrogation Clause

The permit holder waives all rights of the permit holder against the City of Overland, their officers, agents, partners, shareholders and employees, and any project owner, for Automobile Liability, General Liability, Umbrella / Excess Liability and Workers Compensation & Employer's Liability where permitted by law.

Incident/Injury Reporting Requirement

Following an incident or accident, and "Incident and/or Injury Report" must be completed by a City Staff Member on duty and submitted to the Parks Director within 24 hours. Any Incident or Injury must be reported to the Parks & Recreation Department at the Community Center and is required if Medical or first aid attention is required, police are called, or if loss or damage to City property occurs.

Weather Cancellation

The following weather conditions require that all athletic activities on the field be cancelled.

1. Standing puddles of water on field OR Grass can be pulled out of the ground easily
2. Footing is unsure and slippery OR Ground is water logged and "squishy"
3. Lightening / Severe Weather Storms / Tornado Watch or Warning has been issued

Proper Use

The permit holder shall use and occupy the property and facilities of the City in a safe and careful manner and shall not do any act or allow any acts to be done which will in any way mark, deface, alter or injure any part of said property or facilities. The User is strictly prohibited from allowing to be driven any nails, hooks, tacks or screws in any part of said premises. The use of tape on any part of said premises shall be requested for approval by the permit holder to the Parks & Recreation Director from the City prior to adhesion. "Open Parties and/or events", including parties where guests are charged a fee to enter the facility, is prohibited without the Parks & Recreation Director's approval.

Event Supervision

The permit holder shall provide responsible, mature and appropriately trained personnel to supervise and oversee all aspects of the event. The permit holder acknowledges that the City has no duty to and will not provide supervision or oversight at the event, other than ordinary police protection when called upon. The permit holder agrees to keep a roster and attendance list up-to-date and to refuse participation to any person who has not registered for program.

The permit holder shall require all persons participating in the management, supervision and oversight of the event to exercise all ordinary and reasonably necessary safety precautions, and to utilize all ordinary and reasonably necessary safety equipment in the conduct of the event.

Management Rights

It is understood and agreed that the City hereby reserves the right to control and manage all of the property and facilities of the City and to enforce all necessary and proper rules for the management and operation of same and for its authorized representatives to enter the portions of the facility at any time and on any occasion. The City also reserves the right to its duly appointed representatives and employees to eject any person or persons from the premises. The permit holder hereby waives any and all claims for damages against the City or any of its officers, agents, or employees resulting from the exercise of the authority granted herein.



Hours

City of Overland Parks open a half hour before sunrise till a half hour after sunset, except in designated facilities where a Field Use Permit has been issued by the Director of Parks & Recreation. Violators can be ticketed and/or fined. The Parks and Recreation Department is located at the Overland Community Center, located at 9225 Lackland Road, Overland, MO 63114. Phone Number: 314-428-0490. Center Hours from Labor Day to Memorial Day are the following: Monday thru Friday 6 am to 9 pm, Saturdays 8 am – 9 pm, and Sundays Noon- 6 pm. Center Hours from Memorial Day to Labor Day (summer months) are the following: Monday thru Friday 6 am – 9 pm, Saturdays 8 am – 6 pm, and Sundays we are closed. **If you are unable to reach the Community Center, please call the Police Department at 314-428-1212.**

Use of Parking Facilities and Pass ways

The permit holder shall take all reasonable steps and precautions to assure that all persons under its authority and/or control, and spectators, are aware of, and obey all applicable parking and traffic control rules and regulations. Parking is strongly encouraged to be utilized in each of the park's designated parking lots. **Vehicles are prohibited from parking along the fire lane, grass areas, service drives, tracks, and walkways located on City property; especially to load and unload items from a vehicle or trailer.** Vehicles left unattended for longer than 15 min and/or parked illegally may be ticketed and/or towed.

Waste

Additional waste containers may be provided upon request and availability. The permit holder agrees to appropriately dispose of all garbage in proper receptacles generated by the event immediately thereafter. In cases when the receptacles are full or not available, the User is responsible to remove any trash that has accumulated during their rental time. The permit holder agrees that the rental facility will be left clean and in an organized fashion.

Restrooms

Restrooms are closed for winterization each year from early November to Late March. They re-open after April 1st. Restrooms are available at all of the parks, except Brooks Park and Canterway Park.

Glass Containers:

Glass bottles are prohibited on any park and playground in the City of Overland. It is the permit holder's responsibility that any person affiliated with the permitted organization refrains from the use of glass containers.

Animals

No person owning, harboring, or having custody and/or control of an animal without a leash that may be considered dangerous or aggressive shall not be permitted in the City of Overland's Parks.

Signage and Décor

The permit holder agrees not to affix décor or signage to City property with nails, screws, staple guns and agrees to remove all décor, signage directly following each event date. The placement of equipment, fixtures, signage, decorations, lighting, bulletin boards, and recreation equipment shall be subject to approval by City Staff. The permit holder is not authorized to make physical changes in the facility without authorization from City Staff members.

Smoking

Smoking is permitted in the park, provided that all items associated with cigarette debris is properly disposed of properly in waste receptacles.



Striping of Fields

The City of Overland does not provide striping services on its fields. If necessary, permit holders are allowed to chalk baseball fields only (not Legion Park), but are prohibited from painting on any City property.

Music & Noise Levels

The permit holder agrees that sound levels from all musical instruments and devices will be kept to a reasonable level. Music selection played while on City property shall not contain profanity nor depict sexual orientation in any manner. Music must be turned off 15 min before ending rental time.

Use of City Name/ Logo

The City name and/or logo may not be used to advertise an event unrelated to City business. It is permitted to use the City name and its specific venue as the location of the event on invitations.

Fire and Safety Regulations

Approved permit holders are responsible for the observance of county and state fire and safety regulations at all times. All exits and walkway areas shall be kept free from obstruction. Members of an audience or spectators must never stand or sit so they block parking exits and/or walkways.

Fire and/ or all flammable gas containers are prohibited on City Property without proper authorization from the Community Fire Protection Fire Marshal and the Parks & Recreation Director's written approval.

Food and Drink Services

- Food and beverages are limited to restricted rental areas only. Groups, which require use of a pavilion, must make this request upon reservation, as there is a fee for this use provided a pavilion is available. ****Pavilions are not designed for heavy use and water access is restricted to bathroom/ drinking fountain areas only.***
- The permit holder agrees to obtain any and all permit documentation required by the State of Missouri and St Louis County that is current and valid for the duration of facility rental. No alcoholic beverages shall be consumed upon the City's property premises during league rentals, practices, scrimmages, and tournaments, without receiving required paperwork from the permit holder that has been approved from the Parks & Recreation Director for the City.
- The permit holder shall take all reasonable measures and precautions in order to assure that no alcoholic beverages are consumed and that those any and all intoxicated persons are removed from the premises immediately. No alcohol may be sold or served if a written request has been neither submitted nor approved. The selling of alcohol to any persons or the provision of alcohol to those under the age of 21 is prohibited. The City has the authority to shorten or cancel the event if required. Guests are required to leave the facility by the end of the rental time.
- To the extent that civil liability otherwise might be imposed upon the City of the permit holder pursuant to any applicable civil law(s), the permit holder hereby accepts all liability and responsibility for any and all personal injury (including death) and damage to property which may occur as a result of, or be related to, the provision of food and drink services by, or authorized by, the User; and the User further specifically acknowledges that the Hold Harmless provisions of this Agreement shall apply in the case of any food and drink services provided by, or authorized by, the permit holder.



Conditions of Use & Assignment

Use of the facilities will be in accordance with all applicable laws, rules, regulations, policies and procedures, including prescribed safety rules and regulations which now exists or may be added in the future by the City. The City will provide a copy of such rules, regulations, and policies to the organization and amendments.

The permit holder shall not assign its rights, duties or obligations under this agreement, nor allow any use of said premises, other than herein specified, nor sublet the premises or any part thereof without the written consent by the City.

Damage to City Property

The permit holder is responsible to repair any superficial damage, vandalism, and/or to replace any damages that occur during their use of the facilities. Upon termination of this Agreement and at the conclusion of the event, the User will return the property and facilities to the City in as good condition and repair as they were at the beginning of the term of this Agreement, ordinary wear and tear excepted. If the premises or any portion of said premises, during the term of the Agreement, shall be damaged by the act, fault, or negligence of the User or its agents, representatives, spectators, or any persons admitted to the premises by the permit holder, the permit holder will pay to the City, upon demand, such sum as shall be necessary to restore the property and facilities to their present condition. Further, the permit holder hereby agrees to provide responsible supervision of the event in order to provide reasonable control and oversight of persons admitted to the property or facilities during their use by the permit holder. Please report field concerns to the Parks & Recreation Department at 314-428-0490.

Compliance with Laws

The permit holders and the permit holder's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the City of Overland Parks.

VIOLATIONS OF THE ATHLETIC FIELD PERMIT POLICY

Failure of an Organization or the permit holder to comply with regulations established for use of the City of Overland Park Athletic Field Property and its surrounding features located within that park shall constitute a violation of this policy.

FIRST INFRACTION: A letter is sent to the organization/permit holder noting the concerns of the Parks & Recreation Department.

ADDITIONAL INFRACTIONS: May result in the loss of scheduling privileges based on severity and number of occurrences, including the cancellation of remaining dates for both games and practices at the discretion of the Parks & Recreation Department.

INVESTIGATION: The City of Overland Parks & Recreation Department will review and investigate reports of violations, and reserves the right to inquire of the Organization concerning the events alleged to have occurred during the period for which that user was issued a permit. By accepting a permit to use the City of Overland facilities, the Organization agrees to cooperate fully in any investigation deemed necessary by the City of Overland Parks & Recreation Department or other authorities.



SANCTIONS: Based upon its investigation, the City of Overland Parks & Recreation Department will determine a sanction appropriate to the violation, including but not limited to:

- I. Revocation of a permit or permits issued to an Organization
- II. Prohibiting use of the Facility by an Organization for an indefinite or specified period of time
- III. Conditioning that Organization's future use of the Facilities on other reasonable terms and conditions such as participation in maintenance and repair of the Facility.

Miscellaneous

The permit holder shall not conduct personal business, which is not specifically outlined in this contract, on City premises without written authorization from City Staff. This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Missouri.

City of Overland **INSURANCE REQUIREMENTS CHECKLIST**

The following items are required in order to meet our minimum insurance requirements for building/field use:

- Coverage confirmation must be submitted on a current "Certificate of Liability Insurance" form.
- The Named Insured on the evidence of insurance must match the name on the contract.
- The Description of Operations /Locations/ Vehicles must list the event name, event date(s), and the location of the event.
- Commercial General Liability coverage in the amount of not less than \$1,000,000 per occurrence and the aggregate limit in the amount of not less than \$3,000,000 per occurrence.
- Liability coverage must be on an "occurrence" form.
- Name "City of Overland and its officials, agents and employees" as additional insured on the Commercial General Liability insurance policy.
- The Certificate shall provide the City of Overland with a minimum thirty (30) days written notice of any cancellation, suspension or material change in coverage.
- Please use the following address for Certificate holder:
 - a. City of Overland
 - b. 9119 Lackland Road
 - c. Overland, MO 63114
- "Certificate of Liability Insurance" forms may be faxed, delivered by mail, or delivered in person.
 - a. Fax Number: 314-227-2951, Attention: Parks & Recreation Dept.
 - b. Delivered by Mail / Person:
 - Overland Community Center
 - Attn: Parks & Recreation Director
 - 9225 Lackland Road
 - Overland, MO 63114

