



TOWN OF EMMITSBURG

300A South Seton Avenue Emmitsburg, Maryland 21727; Phone: 301-600-6300; info@emmitsburgmd.gov

BALL FIELD LEAGUE USE AGREEMENT

This BALL FIELD USE AGREEMENT is made by and between _____
(ORGANIZATION), and the Town of Emmitsburg (TOWN).

WHEREAS, the Town has recreational play fields in portions of Community Park and Memorial Park for public enjoyment and recreation; and

WHEREAS, the Town allows for organizations to request to use the fields for an extended period of time; and

WHEREAS the Organization has requested to use the _____
fields in _____ Park.

NOW THEREFORE, in consideration of the premises and agreements, herein contained the receipt and sufficiency of which are hereby acknowledged, the Town and Organization agree as follows:

1. Term of Agreement.

Effective Date: XXX at 12:00 a.m. through XXX at 11:59 p.m.

This agreement shall terminate by its own terms on XXXXX; provided, however, that the use of the facility is considered a license or mere permission, and the Town may terminate this agreement granting this license at any time prior to that date. The Town agrees, however, that in the event that it elects to terminate this agreement during a seasonal schedule of events (including any post-season schedules) of an organization which includes an organized league, it shall make a good faith effort to continue this agreement in order to permit the Organization to conclude the full schedule of that specific season.

2. Use of Premises and Schedule.

The Town, grants approval to the Organization, use of the following recreational field(s); _____

The Organization shall be entitled to use the approved recreational fields as detailed below to the exclusion of other persons or entities (league schedules including practices, games and playoffs must be provided and attached). Use of all Town facilities will operate during the regular hours of the park (dusk until dawn), unless otherwise agreed to by the Town.

3. Rules and Regulations for Operating & Maintaining the Premises.

The Town's ordinances, regulations and other laws are deemed to be a part of this contract. Sections of the Town Code directly applicable to the use of the facilities are provided to the Organization as part of this Agreement.

4. **Banners & Signage.** Town has separate regulations governing the display of temporary advertising banners (including sponsor banners). If Organization wishes to display banners on Town property, prior approval must be obtained from the Town.
5. **Insurance.** Unless specifically waived or covered by the Town, the Organization shall maintain a policy of liability insurance with an insurance carrier approved by the Town in the amount of at least \$1,000,000 per occurrence to insure against liability for personal injury, death or property damage arising out of use, or relating in any way to, either directly or indirectly, activities on the field. The Organization shall be solely responsible for obtaining any desired insurance coverage to insure against damage to Organization's personal property or other personal property not owned by the Town. The Town shall be named as a covered insured under such policy. Prior to its first use of the facility, and at such other times as requested by the Town during the period of this Agreement, the Organization shall provide the Town with a certificate of insurance showing that the insurance policy is current and in effect.

Insurance Policy:	
Carrier: _____	Policy#: _____

The Town shall maintain insurance on buildings and structures on the premises in the same manner and in similar amounts as it maintains on other similar property owned by the Town. Regardless of whether the Town does or does not maintain such insurance, the *Town shall not be obligated to repair or replace any such buildings or structures or to incur any costs in excess of any existing insurance coverage.*

6. **Assignment, Liens and Encumbrances.** Organization may not assign this Agreement, or permit any other person or organization to utilize the premises under the authority of this agreement, without the prior written approval from the Town.
7. **Indemnification and Hold Harmless.** Organization shall indemnify, defend and hold harmless the Town its officers, officials, employees, and agents from and against any and all claims, demands, suits, liabilities, damages, losses and expenses resulting from or in any way arising out of the use of the premises by the Organization, it agents, servants, volunteers, participants, or employees, which causes, directly or indirectly, any bodily injury, illness, death or other damage to any persons or any property, including, but not limited to the property of the Town.
8. **Release.** Organization shall be responsible for the care and maintenance of any of its personal property, which it may use, place, maintain or store on the premises. Town shall not be responsible for any loss, damage, or injury which may result from or in any way relate to Organization's use of the premises, and user hereby releases Town from and against such liability. Organization shall be responsible for advising its employees, volunteers, and participants of the terms of this release and indemnification provisions of paragraph 8.

9. Damage to Premises. Organization shall be responsible for any loss, injury or damage to the premises, or any portion thereof, or contents being used which is caused, in whole or in part, by the negligence or intentional act of Organization or its agents, employees, volunteers, participants, or guests. In the event that any such damage occurs, Organization shall promptly notify the Town and either repair or replace the damaged property in a manner as determined by the Town and at the sole expense of the Organization.

11. Penalties. Should Organization not comply with the above provisions, the Town may revoke the right to use the premises as previously agreed upon and shall have right to reject any future agreements for recreational field use.

12. Miscellaneous. This Agreement contains the entire understanding of the parties, and there are no agreements, representations or warranties made by or on behalf of either party which are not stated herein. This Agreement shall be construed in accordance with Maryland law, and in the event of a dispute between the parties, any suit or action shall be brought only in the appropriate court in Frederick County, Maryland.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH; that in consideration of the promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the above.

IN WITNESS WHEREOF, the parties hereto set their hands and seals.

Town Representative (TOWN):

Organization Representative (ORGANIZATION):

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____