

ADDENDUM A. FIELD USE AGREEMENT

Date of this Agreement: _____ Expiration Date of this Agreement: _____

League/Organization Name: _____

Sport(s): _____ Age Group(s): _____

Are majority of players/participants Carteret County residents?¹ _____

League/Organization President: _____

League/Organization Vice President: _____

League/Organization Mailing Address: _____

Day Time Telephone: _____ Evening Telephone: _____

Email Address _____

Park(s) and Field(s) to be used:

Normal Months of Use: Beginning _____ Ending _____

Leagues/Organizations should be based in Carteret County and/or have a majority of Carteret County resident participation to reserve fields/facilities without a fee being charged. CCPR reserves the right to request rosters or participation list to verify majority as residents.

IMPORTANT NOTE: Each season – *three (3) weeks prior to the first practice date* – the League/Organization shall submit a schedule showing the days, dates and times the fields are requested for use for practices and a preliminary game schedule. *Two (2) weeks prior to the date the first game(s) is to be played on the field(s)*, the League/Organization shall submit a final schedule of all games to be played for that season. The Parks and Recreation Department will prepare fields for use.

The League/Organization listed above has accepted the following responsibilities and duties during the length of time this Agreement is in effect: *(Use additional paper if necessary)*

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

The League/Organization listed above submits with this Agreement:

- 1. List of Officers/Board of Directors.
- 2. Practice schedule *(if Agreement is signed three (3) weeks or less prior to the use of the fields)*.
- 3. Certificate of Liability Insurance naming Carteret County Parks & Recreation Department and Carteret County Board of Commissioners as an insured.
- 4. League/Organization Bylaws (submit at beginning of Agreement or when changes made during season.)

¹ Resident: Has a Carteret County address or pays Carteret County taxes.

ADDENDUM A. FIELD USE AGREEMENT**PARK POLICIES AND PROCEDURES SUMMARY**

This Agreement is made and entered into between the Carteret County Parks and Recreation Department (CCPR) and the League/Organization named above for the use of the fields named in this agreement and for the time period specified in this Agreement. The League/Organization agrees to abide by all Park Policies and Procedures for the term of this Agreement.

This Agreement supersedes all proposals, oral or written, and all other communications between the League/Organization and the Parks and Recreation Department relating to the subject of this Agreement.

Park Policies and Procedures include, but are not limited to, the sections outlined below.

AGREEMENT REQUIREMENTS Department will not accept Field Use Agreement unless all required paperwork listed on page A1 is attached.

USAGE To be used during the League/Organization's pre-season practices, regular season, All-Star Practices and any tournaments that may be applicable. For tournaments (District, State, All-Stars, Regional, Invitational, etc.), there will be a reservation fee charged to the hosting League/Organization. Fee must be submitted with a completed **Special Events – Tournaments (Addendum G)** request form. **FEE APPLIED**

PRIORITY OF USAGE Department will make every attempt to fill league/organization requests for county park fields in order of date received, according to availability, in order of priority as stated in park policies: (1) County sponsored organizations, (2) County co-sponsored organizations, and (3) Facilitated organizations, with routinely planned seasonal league play taken into consideration. CCPR reserves the right to schedule tournaments at a time that falls during seasonal league play. and adjust league schedules accordingly. CCPR reserves the right to schedule department activities or events on said facilities during the Agreement dates, with timely notice given to League/Organization. Field requests will only be accepted for the upcoming season.

DEMAND County ball fields are in great demand and many times heavily scheduled with multiple leagues. Leagues/organizations are expected to honor their specific, confirmed scheduled hours, avoid running over scheduled hours, and/or lingering on fields so that fields may be prepared and/or available for the next usage, especially when it is obvious other teams are waiting for the field. CCPR will make every attempt to fill league/organization's request but due to high demand league/organization may have to accept alternative parks/fields/dates/times. Requesting field dates/times just to 'hold it in case' is prohibited. CCPR reserves the right to reschedule or relocate games/practices/activities at its discretion, and with appropriate notice, in order to accommodate as many groups as possible.

NON-COUNTY RESIDENT/ORGANIZATION USAGE Any non-county resident/organization wishing to reserve a Carteret County Park athletic field will be charged a **\$50.00 per hour** fee (there is an additional fee for lights) for usage. Fee must be submitted with completed request form. Any non-county resident/organization wishing to use field lights during a reservation will be charged a **\$25 per hour** fee for usage. **FEE APPLIED**

NOTIFICATION OF USAGE Each season the League/Organization is required to submit to the Department – **three (3) weeks prior to the first practice date** – a schedule showing the days, dates, and times the fields are to be used for practices and a preliminary regular season starting date. **Two (2) weeks prior to the regular season starting date**; the League/Organization shall submit a final schedule of all games to be played for that season.

SUPERVISION League/Organization officials are responsible for providing responsible individuals of the League/Organization to supervise all League/Organization activities and events. The League/Organization is also responsible for enforcing all park policies and procedures as stated in Park Policies and Procedures, particularly Sections: VI. Personal Rules of Conduct; XIV. Alcoholic Beverages; XV. Smoking; XVI. Fireworks and/or Fires; XVII. Weapons; and XVIII. Noise.

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MAINTENANCE AND OPERATION No member of any league/organization is allowed entrance into park maintenance sheds or use of park maintenance equipment; nor shall any member of a league/organization change settings on any lighting or irrigation; move or add dirt or clay to fields; or dig holes on the field. Leagues/organizations agree to not use fields when fields are closed by department or may any park or facility changes without approved **Addendum C - Park Facility Improvement Request** form. The League/Organization shall maintain department property and facilities in good condition, with reasonable wear and tear excepted. The department shall have the right to enter into and upon its property for the purpose of examining and inspecting the same, and determining whether the League/Organization is in compliance with park policies and procedures with respect to care, maintenance, repair and renovations. The department shall be responsible for payment of electric bills. Telephones installed by the League/Organization shall be paid for by same.

INDEMNIFICATION It is expressly agreed and understood that the department will not be liable for any claimed damages, losses or expenses of any kind whatsoever, whether to persons or property (including, but not limited to those claims, damages, losses or expenses resulting from or by reasons of the department's negligent acts or omissions) arising out of, related to or connected with any accident, occurrence or event on or about the department's property, when the accident, occurrence or event takes place while the League/Organization is using said property pursuant to this Agreement. As a result of this expressed Agreement and understanding, each party will at all times indemnify and hold the other party harmless, and will defend the other at its own expenses whether such claims, damages, losses or expenses are covered by the other's insurance.

INSURANCE The League/Organization, as specified by department policy, shall maintain liability insurance with minimum coverage of \$1,000,000.00, and Carteret County Parks & Recreation Department and the Carteret County Board of Commissioners named as insured parties.

As League/Organization President, by signing this form, I acknowledge and agree to the following:

- I have read and understood the summary of Park Policies and Procedures as stated above;
- I have been given a full copy of Park Policies and Procedures;
- I agree to take responsibility for ensuring that all individuals participating in the league/organization I am President of have been informed of these policies and procedures and that they will abide by them.
- I acknowledge that I have been informed that if members of my league do not abide by these policies and procedures they may be suspended from play and/or not allowed in Carteret County parks.
- I understand that the league/organization I represent may not use park fields or facilities until all of the required paperwork is turned in to County Parks and Recreation and that department director has signed this agreement.

League/Organization President's Signature

Date: ____/____/____

Parks and Recreation Director's Signature

Date: ____/____/____

Return completed original agreement to:
Carteret County Parks and Recreation
1702 Live Oak Street, Suite 300
Beaufort, NC 28516