



UNION COUNTY JOINT RECREATION DISTRICT

P.O. Box 738

MARYSVILLE, OHIO 43040

2022 Softball/Baseball Diamond “User(s)” Agreement

This completed and signed User(s) agreement hereby grants permission to and authorizes the “User(s)”, defined as Organization/User(s) participants, players, officers, agents, employees, guests, contractors, patrons, licensees, invitees, or any other person(s) entering upon the Union County Joint Recreation District Sports Complex at 16000 County Home Road, Marysville, Ohio with express or implied invitation of ‘User(s)’, to conduct Softball/Baseball Practices, Events, Games and Tournament play at Union County Joint Recreation District Sports Complex (UCJRD) Softball/Baseball Diamonds for this specific purpose at the area(s) described later in this agreement.

“User(s)”

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone #: _____

“User(s)” to utilize and occupy those areas and facilities of the Union County Joint Recreation Sports Complex (UCJRD) Softball/Baseball Diamonds described below as “Authorized Areas” for the purpose or purposes of Softball/Baseball Practices, Events, Games and Tournaments. Scheduling of Diamonds will be on first come first serve basis with the exception of “User(s)” “Grandfathered” in from previous year events, leagues and tournaments. These “Grandfathered User(s)” will have until January 31st to schedule their event. After this date all diamonds will be available for scheduling to new “User(s)”.

- 1) **Authorized Areas and Rental Fees:** “User(s)” shall have the right to use the following described “Authorized Areas”. The UCJRD reserves the right to control all areas, as they deem necessary. It is understood that it is the “User(s)” responsibility to prepare the “Authorized Area(s)” for play as outlined below. “User(s)” agree to pay a rental for diamond usage at the following rates at the time this agreement is executed (circle all that applies):

Authorized Areas (see field layout)

Diamond #1, #2, #3, #4, #5, #6, #7, and/or #8

Parking Lot and designated parking area(s)

Rental: “User(s)” agree to pay a rental for field usage at the following rates at the time this agreement is executed:

	<u>User Within County</u>	<u>User Out Of County</u>
Each Natural Surface Diamond Practice	\$20.00 (2 hour limit)	\$40.00 (After July \$20.00)
Each Natural Surface Diamond Game	\$35.00 (2 hour limit)	\$70.00 (After July \$35.00)
Each Natural Surface Diamond All Day	\$150.00	\$300.00 (After July \$150.00)
All Natural Surface Diamonds (4) All Day	\$600.00	\$1,200.00 (After July \$600)

Diamonds #1, #2, #3 & #4 are artificial turf infields. Only games are to be scheduled on these fields. No metal cleated shoes are permitted on these fields. Diamonds #1 & #2 have lights available. If “User(s)” would like to have the lights turned on, it is a flat rate of \$20.00 minimum per diamond not to exceed 2 hours. Additional hours will be at a rate of \$10.00 per hour - per diamond.

Each Artificial Surface Diamond Game	\$45.00 (2 hour limit)	\$85.00 (After July \$45.00)
Each Artificial Surface Diamond All Day	\$200.00	\$400.00 (After July \$200.00)

There are 2 ways to schedule diamonds:

Option #1

If, you as a “User” would like to **schedule a one time event**, go to the UCJRD website (www.ucjrd.com) and review field schedules. If your time and field is not scheduled, please provide date, time and diamond number that you wish to schedule below:

PITCHING RUBBER					
DATE	TIME	DIAMOND #	WHO IS PLAYING WHO	BASE DISTANCE	DISTANCE

After review of your user agreement submission by the Board, you will be contacted on your status, and if approved, your event will be scheduled on the calendar. All scheduled events are final and all charges apply. In the event of inclement weather/field conditions, contact the [Facility Manager](#) before or on the day of your event to discuss. If agreed to, there will be no charge for the event. Areas of the complex scheduled by you will be billed to the billing address provided by you on the agreement.

Option #2

If you as a “User” would like to **schedule events throughout a season**, define your season below. After review of your user agreement submission by the Board, you will be contacted on your status. If you are approved, you will be provided a password to sign in on our website to utilize the online scheduling calendar features. **All scheduled events are final and all charges apply.** In the event of inclement weather/field conditions, contact the [Facility Manager](#) before or on the day of your event to discuss. If agreed to, there will be no charge for the event. Areas of the complex scheduled by you will be billed to the billing address provided by you on the agreement.

NOTES:

- Any field dry material is at the responsibility of the “User”. UCJRD has field dry and field liner available, if you select to purchase it from UCJRD, the price will be **\$15.00 per bag**.
- 2) **“User(s)” Expectations:** “User(s)” are expected to take and leave the diamond(s) within the agreed upon time slot(s). “User(s)” are expected to supply their participants with the necessary Sport and Safety equipment (i.e., Approved head gear, bats, ball, gloves, uniforms, etc.). “User(s)” are expected to provide Umpires, if deemed necessary by the event at the “User(s)” expense. “User(s)” are expected to remove all trash from the dugouts before departing from their designated “Authorized Area(s)”.
- 3) **UCJRD Expectations:** UCJRD is expected to provide the bases and pitching rubbers, provide general upkeep and the equipment to mow the grass (including labor) on a regular basis for practices, games and tournaments. **For games and tournaments UCJRD is** expected to paint the batter box, base lines, foul lines, pitcher circles, base coaches boxes and warm up circles for the first scheduled event of the day. Preceding day events should be discussed with Facility Manager as for the responsibility of field preparation.
- 4) **Cancellation of Games or Closing the Diamonds:** UCJRD board members reserves all rights to cancel games at any time. UCJRD will update field status on UCJRD website. It is the responsibility of the “User” to check field status.
- 5) **Compliance with Regulations:** “User(s)” shall comply with all rules and regulations governing the use of occupancy of the Union County Joint Recreation District Sports Complex and the defined “Authorized Areas”, as well as all applicable Federal, State and Local laws, ordinances and regulations.
- 6) **Restriction(s) on use:** “User(s)” shall not:
 - a) Use or allow the Union County Joint Recreation District Sports Complex and the defined “Authorized Areas” to be utilized for any purpose(s) after 11:00pm.
 - b) Use or allow the Union County Joint Recreation District Sports Complex and the defined “Authorized Areas” to be defaced or damaged and not to drive, or permit others to drive, outside of designated areas located therein.
 - c) Use or allow the Union County Joint Recreation District Sports Complex and the defined “Authorized Areas” to be altered in any way except as approved by UCJRD.
 - d) Use or allow “User(s)” concessions, sales of items and/or admission fees to be set up on the Union County Joint Recreation District Sports Complex and the defined “Authorized Areas” without written consent from UCJRD.
 - e) Use or allow alcohol or illegal drugs to be consumed or taken by “User(s)” anywhere on the premises of the Union County Joint Recreation District Sports Complex and the defined “Authorized Areas”.
 - f) Use or allow profanity or physical altercations by “User(s)” anywhere on the premises of the Union County Joint Recreation District Sports Complex and the defined “Authorized Areas”.
- 7) **Right to Inspect:** The Union County Joint Recreation District Sports Complex and the defined “Authorized Areas” shall, at all times, be under the control of the UCJRD. The UCJRD and its representatives shall have the right, at all times, to enter the “Authorized Areas”, to examine the same and to perform their duties.
- 8) **Default of “User(s)”:** It is agreed that if “User(s)” should fail, neglect and/or refuse to keep and perform any of the covenants, conditions or agreements contained in this Agreement, the UCJRD may cause this agreement to be terminated, without liability to UCJRD, and without releasing “User(s)” from liability to the full amount of rent provided herein.
- 9) **Interruption or Termination of Event:** The UCJRD shall retain the right to cause an interruption of any event, in the interest of public safety, and to likewise cause the termination of such event(s) when, in sole judgment of the UCJRD, such act is necessary in the interest of public safety.

- 10) **Payment for Damages:** If it is determined, by the UCJRD, that the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", or parts thereof, have been damaged as a result of the "User(s)" activities, the UCJRD will provide "User(s)" detailed billing, accounting for all repairs, replacements and/or restoration costs when such work has been completed. "User(s)" agrees to pay for any damages caused during the event, no later than the (10) days after receipt of an itemized bill from UCJRD. Failure to remit payment within the allotted time period will result in a 5% penalty of the balance due. "User(s)" agrees to pay for any and all damages of whatever origin or nature, which may occur to the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", or any parts thereof, as a direct result of "User(s)" use of the facility for "User(s)" event(s), during the term of this agreement. "User(s)" agrees to pay for any and all costs incurred by the UCJRD for repair, replacement and/or restoration of those areas, to a condition equal to that which existed at the time this agreement became effective.
- 11) **Indemnity:** "User(s)" shall defend and indemnify UCJRD, their officers, agents and employees, while acting within the scope of its duties, from and against any and all actions suits, proceedings, claims and demands, including attorneys fees and court costs, expense(s) and liabilities of any kind or nature whatsoever "Claims" for injury to or death of person(s) or damage to property which may be brought and/or filed against, imposed upon or sustained by UCJRD, their officers, agents or employees, base upon or arising out of:
- Any act or omission by "User(s)", defined as Organization/User(s)' participants, players, officers, agents, employees, guests, contractors, patrons, licensees, invitees, or any other person(s) entering upon the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", with express or implied invitation of "User(s)";
 - Any violation by "User(s)", defined as Organization/User(s)' participants, players, officers, agents, employees, guests, contractors, patrons, licensees, invitees, or any other person(s) entering upon the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", with express or implied invitation of "User(s)";
 - The use or occupancy of the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas" by "User(s)", defined as Organization/User(s)' participants, players, officers, agents, employees, guests, contractors, patrons, licensees, invitees, or any other person(s) entering upon the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas", with express or implied invitation of "User(s)";
 - This indemnity shall not include claims based upon, or arising out of, the sole negligence, gross negligence, or willful misconduct of the UCJRD, their officers, agents and/or employees. Furthermore, this indemnity shall not require payment of claim(s) by the UCJRD, their officers, agents and/or employees, as a condition precedent to the UCJRD's recovery under the same.
- 12) **Insurance:** As a condition precedent to the effectiveness of this agreement, "User(s)" at its sole cost and expense, shall procure and maintain in force, during "User(s)" occupancy general liability insurance against all claims for injuries to person(s) or damage(s) to property occurring in, upon, or about, the Union County Joint Recreation District Sports Complex and the defined "Authorized Areas".
- 13) **Force and Effect:** This agreement shall not have force and effect unless, and until, the UCJRD and "User(s)" have executed the same, and the original hereof shall have been delivered to the UCJRD. "User(s)" covenants and agrees that full and faithful performance by "User(s)" of all covenants, conditions and agreements on "User(s)" part, to be performed, shall constitute a condition subsequent to the continuance of this agreement.

This signed user agreement hereby grants permission to and authorizes the "User(s)" to conduct Softball/Baseball Practices, Events, Games and Tournaments at Union County Joint Recreation District Sports Complex (UCJRD) Softball/Baseball Diamonds for a specific purpose and/or area(s) as described earlier in this agreement. By signing this agreement, both parties hereby enter into a legal and binding agreement.

UCJRD Authorized Signature: _____ Print Name: _____ Date: _____

User(s) Authorized Signature: _____ Print Name: _____ Date: _____

User(s) Phone Number: _____ Email: _____

User(s) Authorized Signature: _____ Print Name: _____ Date: _____

User(s) Phone Number: _____ Email: _____

Bill To:

Organization Name: _____

Attention To: _____

Address: _____

City, State & Zip: _____