Revised 2/26/24



## **Levitt Stadium Local Athletic Association Rental Form**

Association:						
Contact Name:						
Batting Cage Co	ncession Stand		Baseball Pr	ess Box	Foo	tball Press Bo
There are no practice or game f	ees for Local Athle	tic Ass	ociations			
Annual rental fees will be invoiced	May 1 <sup>st</sup> of each yea	<mark>r</mark> .				
Player fees include facility rental of p scheduled will be considered a specia		,			•	
All schedules must be submitted to built be approved by the York Parks as be considered Monday-Friday, 8AM dates and times.  Batting cages will be scheduled as re	nd Recreation (YPR) D - 5PM. An email will ceived and approved	Departm be sent	ent on a <u>firs</u> to the Rent	<u>st come, first ser</u> er once YPR has	<u>ve basis</u> . Sch s the confirme	eduling will ed the rental
Practices will be scheduled in 30-minute Practices will be scheduled as receive practice and can be scheduled at eith Practices before 3:30pm can be requi communicated to the YPR Departme be made by the YPR Department at 3	ed and approved by the ner 3:30-5:30pm, 5:30 ested and approved b nt by 8:00am of the s	-7:30pm by the Y chedule	n or 7:30-9:3 PR Departm d practice d	Opm. Be prompent. Cancelled ate or sooner.	ot and stay on practices sho Weather cand	schedule. uld be cellations will
Games and tournaments will be sche communicated to YPR no later than 2 YPR Department at 3:00pm.			•	•		
Tournament Rental Fees  Date Reservation Fee  Due at the time of reservation, non-r	\$250 <mark>efundable</mark>			Date R	\$_ eceived:	
Field Rental <b>Will be invoiced after tournament</b> scl		eld/day	\$200 X	# of fields X	days \$	
Team Admission Fee  Will be invoiced after tournament	\$50/tea	m	\$50 X	# of teams	\$	



## Levitt Stadium Local Athletic Association Rental Agreement

This agreement is to define the requirements that must be met in order to engage in scheduled use of the City of York's athletic fields. This agreement applies to all organizations scheduling the use of recreation fields owned by the City of York. The City of York gives the Renter the right to use the described premises in consideration of the rental charge specified upon the following conditions:

- 1. No metal cleats are allowed on the turf. Turf shoes or tennis shoes only. Food and drinks are not allowed on the turf.
- 2. YPR staff will perform all facility ground maintenance. No maintenance outside of YPR or City of York staff is allowed. No extra field maintenance equipment will be available.
- 3. Non-city vehicles or equipment are prohibited inside the facility. Parking is restricted to designated areas.
- 4. If sunflower seeds are consumed, it is required that the shells are spit into a cup or bottle and not on the ground. Cups are available at the concession stands.
- 5. During tournaments, YPR staff will be onsite for field maintenance, facility issues and questions. YPR staff will monitor trash and restrooms during tournaments. The Renter is responsible for facility cleaning at the end of each day.
- 6. The Renter is responsible for clean up after each event and shall leave the premises in a clean and orderly condition, with trash and debris picked up and placed in receptacles. Restroom trash must be placed in a receptacle outside of the restroom. YPR staff will stock restrooms with supplies, however, it is the Renter's responsibility to clean all facility restrooms, bleachers, press box, dugouts and spectator areas after each event. A clean-up fee will be invoiced to the Renter if the facility is not cleaned and/or is left unorderly. Clean-up fees are \$50 after a practice or game and \$200 after a tournament.
- 7. The PA system must be turned off and windows must be closed and locked prior to leaving.
- 8. Fences are not to be used as a backstop for hitting or pitching.
- 9. No cleats are allowed in the batting cages, turf shoes or tennis shoes only. Two people are allowed in the batting cage at one time (one pitcher, one batter). The balls provided by YPR for the machines are the only balls to be used. Batters must have a helmet on at all times inside of the cages. Batters must be at least 7 years of age to bat with the pitching machines. Pitching machines operators must be at least 16 years of age. Pitching machine speed should be set at an appropriate speed for the age/talent of the batter. Patrons must turn off the machines and pick up all balls before leaving the cages.
- 10. Signs and banners can be put up in designated areas on the day of the event. All signs and banners must be taken down immediately following the last game. The use of nails or staples is strictly prohibited.
- 11. YPR will operate the concession stands unless an agreement has been made with the YPR Department prior.
- 12. The YPR Department reserves the right to rent all available facilities during any given rental or event.
- 13. The City of York is not responsible for lost, stolen, or damaged items.
- 14. The use of alcohol is prohibited in City of York complexes and parks. The use of tobacco and vaping products are not allowed in the facility. Renters/guests who choose to use tobacco or vaping products may do so outside of the facility.
- 15. A facility transfer walkthrough will be scheduled after the sport season concludes to ensure that the Renter has cleaned and maintained the facility, and that the facility is in good working order.



## **Levitt Stadium - Local Athletic Association Agreement Continued**

- 16. The Renter is responsible to see that all activities are properly controlled and supervised.
- 17. Events scheduled before April 15th and after October 1<sup>st</sup> run the risk of not having a public restroom open due to winterization of all public park restrooms.
- 18. Pets are not allowed in the facility.
- 19. Outside food and drinks are not allowed. No glass bottles or containers.
- 20. The Emergency Action Plan is located in the concession stand. A copy will be provided upon request.
- 21. Any party agreeing to use the facilities provided by the City of York shall provide the insurance meeting the following conditions: All leagues shall secure and maintain, at no expense to the City of York, a comprehensive general liability policy issued by one or more companies authorized to do business in the State of Nebraska. Under such insurance: 1) The City of York shall be identified as an additional named insured. 2) Liability limits shall be a minimum of \$1,000,000 per occurrence, combined single limit for personal injury and property damage, the term of such coverage to coincide with the dates of contract. The Certificate of Insurance Verification shall be on file with the City of York's Park and Recreation (YPR) Department prior to any games being played under this contract.
- 22. The Renter shall hold the City of York, officials, employees and agents harmless from all liability for injury or death, or loss of or damage to, any person or property that occurs during, or as a result of, the use of facilities by the Renter, and shall indemnify the City of York for all expenses it may incur as a result of claim or demand by anyone growing out of the use of said facility by the Renter. The City of York denies liability to any person or any entity or organization whose member may be injured on the premises.
- 23. The Renter shall pay for any damage or breakage to the building or property therein that occurs as a result of negligence or misuse of said premises by the Renter.
- 24. The Renter shall not use the premises in violation of any Federal or State Law, City Ordinance, or Fire Regulations, and shall pay charges for special security if some are deemed necessary by the City of York.
- 25. The City reserves the right to photograph activities and program participants for potential use in advertising brochures and the City's social media and marketing material.
- 26. The activities and events of the York Parks and Recreation Department have priority over all other reservations. York Parks and Recreation facilities are also subject to holiday closings, construction, repairs, and operational emergencies that may preclude use of a rental facility. Should any of these circumstances arise during a period when a rental has been confirmed, York Parks and Recreation may cancel the rental or may give the option to the renter of relocating the event to another available facility. If the event is canceled, the rental fee will be refunded. There will be no other liability for the York Parks and Recreation Department.
- 27. The City reserves the right to impose additional rules, fees, regulations and/or restrictions to this agreement.

The undersigned agrees to the Levitt Stadium Local Athletic Association Rental Agreement and the City of York Parks & Recreation Department acknowledges receipt of payment of rental charges as specified and dated on the agreement.

Renter Signature:	Date:
YPR Representative Signature:	Date: