



# City of York Miller Park

## Field Rental Form

Revised 2/15/24

Rental Dates: \_\_\_\_\_ Time: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Renter: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Additional Information: \_\_\_\_\_

Facility Amenities: Scoreboards \_\_\_\_\_ Lights \_\_\_\_\_ Restrooms \_\_\_\_\_  
Concessions \_\_\_\_\_  
based on staff availability

All schedules must be submitted to [hgregg@cityofyork.net](mailto:hgregg@cityofyork.net) or dropped off at the York Community Center. Schedules will be approved with field assignments by the York Parks and Recreation (YPR) Department on a first come, first serve basis. Field assignments will be considered Monday-Friday, 8AM – 5PM. An email will be sent to the Renter with field assignments once YPR has the field assignments finalized.

**Miller Park is a public park, available to the general public. Completing this form to secure a field and time gives priority to the Renter over public use.**

### Field Information

Check field(s) below, circle pitching distance and base distance needed for each field.

Field Name	Pitching Distance (ft)	Base Distance (ft)	Outfield Fence (ft)
Miller North	35, 40, 43, 54	55, 60, 65, 70	275
Miller Middle	35, 40, 43	55, 60, 65	275
Miller South	35, 40, 43	55, 60, 65	275

### Rental Fees

The YPR Department will do all initial field prep prior to first game. There will be no fee if the Renter performs all other field maintenance for the duration of the rental. **\*Note\*** Miller Park is a public park, there is no guarantee that the general public will refrain from use of field after field prep has been completed by YPR.

If YPR performs field maintenance for the full rental, the Renter must pay \$100 per field per day.

\$100/field/day      \$100 X \_\_\_\_\_ # fields X \_\_\_\_\_ # days = \$\_\_\_\_\_

**\*\*Rentals are not confirmed until rental agreement is completed and full payment is received\*\***



# City of York Miller Park

## Rental Agreement

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. 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.
2. 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.
3. The Renter shall hold the City of York 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.
4. 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.
5. Non-city vehicles or equipment are prohibited inside the facility. Parking is restricted to designated areas.
6. All chairs and tables must be taken down by the Renter immediately following the event.
7. 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. YPR staff will stock restrooms with supplies, however, it is the Renter's responsibility to clean all facility restrooms, bleachers and spectator areas after each event. A \$50 clean-up fee for games and a \$200 clean up fee for tournaments will be invoiced if the facility is not cleaned and/or left unorderly.
8. Signs and banners can be put up in the designated areas the day of the event and must be taken down immediately following the event.
9. The City of York reserves the right to establish deposits based on events.
10. The YPR Department reserves the right to rent all available facilities during any given rental or event.
11. The City of York is not responsible for lost, stolen, or damaged items.
12. Rentals may begin as early as sunrise and must conclude no later than midnight.
13. 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.



## Miller Park Rental Agreement Continued

14. The Renter is responsible to see that all activities are properly controlled and supervised.
15. Events scheduled before April 15<sup>th</sup> 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.
16. The City of York will operate the concession stands, unless an agreement has been made with the YPR Department prior to the event.
17. Pets are not allowed on the fields, including the outfield grass.
18. The use of confetti, nails, staples, tape, as well as, the hanging of decorations is strictly prohibited.
19. Open flames, including the use of a grill or fire pit are not allowed.
20. Bounce houses require the express written permission from the YPR Director. A Certificate of Liability Insurance from the Renter that names that City of York as an additional insured is also required.
21. The Emergency Action Plan is located in the concession stand. A copy will be provided upon request.
22. The City reserves the right to impose additional rules, regulations and/or restrictions to this agreement.
23. 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.
24. 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.
25. Cancellations must be made no later than 1 week prior to the scheduled date. Weather cancellations will be made by YPR. There are no refunds for games or tournaments, unless cancelled by YPR due to weather.

**The undersigned agrees to the York Miller Park 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:** \_\_\_\_\_