



# Levitt Stadium

Revised 2/26/24

## Non-Community Organization Form

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

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

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

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

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

Facility Amenities: Scoreboards \_\_\_\_\_ Lights – After 4pm \_\_\_\_\_ Restrooms \_\_\_\_\_

Batting Cage \_\_\_\_\_ Concession Stand \_\_\_\_\_ Baseball Press Box \_\_\_\_\_

Football Press Box \_\_\_\_\_

**Any field use MUST go through York Parks & Recreation. No drop-in use allowed.**

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

### Tournament Rental Fees

Date Reservation Fee \$250 \$ \_\_\_\_\_

Due at the time of reservation, non-refundable

Field Rental \$500/field/day \$500 X \_\_\_\_\_ # of fields X \_\_\_\_\_ days \$ \_\_\_\_\_

Will be invoiced after tournament schedule is received

Team Admission Fee \$50/team \$50 X \_\_\_\_\_ # of teams \$ \_\_\_\_\_

Will be invoiced after tournament

### Game Rental Fees

Game Fee \$250/game \$250 X \_\_\_\_\_ # of games \$ \_\_\_\_\_

No more than 2 consecutive games, due at time of booking

### Batting Cage Fees

Batting Cage Fee \$10/30min \$ \_\_\_\_\_

2 hours max, due at time of booking

RENTAL TOTAL: \$ \_\_\_\_\_

### OFFICE USE ONLY

#### Tournament

Reservation Fee Date Received: \_\_\_\_\_

Field Rental Fee Date Received: \_\_\_\_\_

Team Admission Fee Date Received: \_\_\_\_\_

#### Batting Cage

Cage Fee Date Received: \_\_\_\_\_

#### Game

Game Fee Date Received: \_\_\_\_\_

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## Non-Community Organization 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:

### Turf Rules

1. Approved athletic equipment only. No metal cleats or screw-in stud cleats are allowed on the turf, including batting cage. All shoes must be molded cleats or other athletic shoes.
2. No sharp objects. No objects that can penetrate the surface of the field. This includes but is not limited to, tent stakes, corner flags and other sharp objects.
3. Food is not allowed on the field, including gum and sunflower seeds. Water only, in plastic water bottles. No soft drinks or alcohol.
4. Pets are not allowed on the field.
5. No unapproved vehicles, including bicycles. Approved vehicles only.
6. No smoking or spitting.

### Facility Rules

7. No maintenance outside of YPR or City of York staff is allowed. YPR staff will perform all facility ground maintenance. No extra field maintenance equipment will be available.
8. Non-city vehicles or equipment are prohibited inside the facility. Parking is restricted to designated areas.
9. 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.
10. 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.**
11. The PA system must be turned off and windows must be closed and locked prior to leaving.
12. Fences are not to be used as a backstop for hitting or pitching.
13. Batting Cage: No cleats are allowed in the batting cage, turf shoes or tennis shoes only. Two people are allowed in the batting cage at one time (one pitcher, one batter). 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. User must turn off the machines and pick up all balls before leaving the cage.
14. 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.
15. 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.



# Levitt Stadium – Non -Community Organization Rental Agreement Continued

16. Pets are not allowed in the facility.
17. Outside food and drinks are not allowed. No glass bottles or containers.
18. All chairs and tables must be taken down by the Renter immediately following the event.
19. The use of confetti, nails, staples, tape, as well as, the hanging of decorations is strictly prohibited.
20. Open flames, including the use of a grill or firepit are not allowed.

## General Agreement Conditions

21. YPR may operate the concession stands unless an agreement has been made with the YPR Department prior.
22. The YPR Department reserves the right to rent all available facilities during any given rental or event.
23. Rentals may begin as early as 8:00am and must conclude no later than midnight.
24. The City of York reserves the right to establish deposits based on events.
25. The City of York is not responsible for lost, stolen, or damaged items.
26. A facility transfer walkthrough may 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.
27. The Renter is responsible to see that all activities are properly controlled and supervised.
28. 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.
29. The Emergency Action Plan is located in the concession stand. A copy will be provided upon request.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.

35. 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.

36. The City reserves the right to impose additional rules, fees, regulations and/or restrictions to this agreement.

**The undersigned agrees to the York Levitt Stadium Community Non-Organization 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:** \_\_\_\_\_