



The City of
Saratoga Springs
Patriot Park Rental Application
2020



First Come First Serve Park Policy

The City of Saratoga Springs parks follow a first come first served policy. We encourage residents to use our sport fields/courts on a pick up basis; to enjoy park amenities with one another, as a family or as a group on a non-permitted basis. However, you are required to yield the field/court to a permit holder for the dates and times the permit is registered for.

Patriot Park Rental Priority Categories

Due to limited resources & high demand, fields are not available to be rented for practices. Organizations will be given game and special event rental preference in the following categories. Each organization's category will be determined by City of Saratoga Springs staff based on the application received.

Category 1: City of Saratoga Springs Programs & Events.

Definition: Programs and events that are overseen by the City of Saratoga Springs Recreation or other City of Saratoga Springs departments.

Sub-category A: City Administered Programs & Events. Definition: Programs & events that are run by Saratoga Springs Recreation or other Saratoga Springs City departments.

Sub-category B: City-sponsored/Co-sponsored Programs & Events. Definition: Programs & events that are advertised by the City of Saratoga Springs, administered by other entities, with revenue sharing. Also other similar partnerships deemed beneficial by Saratoga Springs.

Category 2: Other Government Sponsored Use.

Definition: Groups that are organized for instructional or government purposes. Such groups could include educational institutions, military groups, and other government entities whose purpose is to provide information and instruction.

Category 3: Developmental Programs/Charitable Entity.

Definition: Groups that exist for a special purpose or exist to provide opportunities for community as a not-for-profit, 501 C3. Volunteer driven entity (charitable, civic, religious, and private use) that may solicit fees, dues, or contributions from the participants or public. The net proceeds are expended for charitable purposes or for the betterment of the community. This classification can apply to competitive leagues that adhere to the other Category 3 classification requirements, private functions and events such as: family reunions, weddings, dinners, holiday celebrations and other such activities.

Sub-category A: Previous Rental Groups in Good Standing.

Definition: Groups that have an established history and will likely continue to operate in future years, demonstrated good relations with Saratoga Springs and adhered to Saratoga Springs policies and maintained good relationships with the public and participants.

Sub-category B: New Rental Groups.

Definitions: New groups defined in Category 3 classification that want to be considered after Saratoga Springs has accommodated requests from those classified in Category 3, Sub-category A.

Sub-category C: Youth Groups. Definition: Groups that administer programs or events for participants under age 18.

Sub-category D: Adult Groups. Definition: Groups that administer programs or events for participants age 18 & above.

Category 4: For Profit/Commercial Business. Definition: Groups that are commercial for-profit, non-profit, or any other organization that does not fall within any other classification. Groups that charge admission or other participation fees which will not be spent for charitable purposes or for the betterment of the community.



Field Reservation Information/Rules

If needed a meeting with all organizations interested in reserving fields for the upcoming season will be held prior to the season. Field rental space will be divided up according to percentage of Saratoga Springs residents. Organizations who attend this meeting will get priority over those who are unable to attend the meeting. The City will make every effort possible to communicate with interested organizations about when this meeting will be held. Ultimately, it is the responsibility of the Organization to contact the City regarding the date of this meeting. The City will not be held responsible for an Organization not receiving this information.

Fees must be paid before reservation is final. Rental dates will not be official until an application is approved and the appropriate deposit is received by the Recreation Department. Once an application has been approved the deposit must be paid within two weeks to lock in your rental.

A separate attachment/schedule may be required to accompany this agreement to include all rental requests.

All rentals must provide a supervisor for their event. If needed the City can provide a supervisor for a fee. Supervisors are responsible to make sure all rules are followed, the park is kept clean, and patrons are behaving in accordance with City Policy.

The City reserves the right to deduct cancellation fees from Security Deposits.

Any changes or adjustments from the original rental schedule require three days' notice.

For each rental, Licensee must have and provide proof of a current liability insurance policy that meets or exceeds the requirements found in the Liability Insurance section of this Agreement .

The Recreation department may refuse rental for reasons which include, but are not limited to;

- | | | |
|----------------------|---------------------|------------------------|
| non-payment | abuse of facilities | turf conditions |
| sportsmanship issues | lack of supervision | violating policy, etc. |

Weather may dictate usage of fields. The Recreation Department will not allow fields to be played on that are not in a safe playable condition. The decision of whether or not fields are in a safe playing condition rests solely with the Recreation Department. Rescheduling may take place or rental money will be refunded if necessary.

All games must end by 10:00 pm. All lights will be turned off at 10:30 pm. Games may not begin before 8:00 am.

No painting, marking, or altering of fields in any way is allowed. The Recreation Department does not allow any outside entity to bring equipment or access city equipment to prepare or work on the fields. (Including but not limited to painting, chalking, grooming etc.) Field grooming services must be contracted through the City.

1st violation- \$500 fine

2nd violation- City of Saratoga Springs will cancel the permit agreement.

If the rental of the park is to be used for a purpose other than baseball or pickleball such as a family reunion etc., a special events permit may need to be completed in addition to the Patriot Park rental application. A special events application can be found on the City Website at www.saratogaspringscity.com.



Park Rules

All groups and individuals that use any City facility or park including participants and spectators must abide by all City Ordinances. Those ordinances include, but are not limited to the following:

- Minors should have appropriate adult supervision
- Park hours are 5:00 am– 11:00 pm.
- No littering or vandalism. (You are responsible to make sure all of the garbage from your event is placed in the proper waste disposal receptacles.)
- No Solicitation
- No vehicles on lawns, sidewalks or landscape areas.
- No smoking (including e-cigarettes)
- No alcohol
- No fireworks
- No golf or archery.
- No bounce houses, inflatables, or water slides.
- Keep dogs on a leash and clean up after dogs.
- Report any criminal activities or vandalism to Saratoga Springs Police at (801)794-3970
- No hitting or throwing balls against fencing.
- No climbing the fencing, building, or park structures
- No overnight camping
- No spitting sunflower seed shells onto the ground

Those renting the facility are also held accountable for rules being followed. Depending on severity of infractions renter may forfeit deposit or see additional charges if rules are not being followed in the park during their rental.

Facility Reservation Policy and License Agreement

Non-Assignability: This license agreement is not assignable by the licensee either in whole or in part, nor shall the Licensee sublet the licensed premises or any part thereof without written permission of the City.

Cancellation of License and Cancellation Fee

1. This License Agreement may be canceled for any reason by the Licensee by providing written notice. Cancellation by the Licensee is subject to cancellation fees. Licensee agrees to pay City for any and all costs incurred prior to written cancellation of this agreement plus a \$20 cancellation fee if cancellation occurs within five working days or more of the scheduled event and or \$50 if cancellation occurs within four working days or less of the scheduled event.
2. The City has the right to cancel this License Agreement for any reason within five working days or more prior to the event if said cancellation is made by no fault of the Licensee. In such case the City will notify the Licensee of said cancellation in writing stating the reason for said cancellation and will refund any and all fees, charges and deposits to the Licensee.
3. Cancellation may be made within four working days (Monday through Thursday) or less with written or verbal notice if said cancellation is the result of inclement weather or other natural disaster, which in the opinion of the City's official representative, renders the facility unusable. In the event of a cancellation contemplated by this subparagraph 3, the City will refund, to the Licensee, any and all fees, charges, and deposits, less actual costs associated with facility preparation that had occurred prior to the cause of the cancellation.
4. The City also has the right to cancel this License Agreement at any time and for any reason, with written or verbal notice, if said cancellation is the result of wrongdoing or misrepresentation by the Licensee. In such case the Licensee will forfeit any and all of the Security, Cleaning, and Damage Deposit, and all other monies deposited with the City to cover cancellation fees, any daily fees, any costs associated with facility preparation that had occurred prior to the cancellation, as well as costs for any damages to the facility that were caused by Licensee. In the event Licensee breaches the License Agreement and legal action becomes necessary to enforce the terms hereof, Licensee agrees to pay court costs and reasonable attorneys' fees.

Security, Cleaning and Damage Deposit

1. The Licensee agrees to keep the facility and surrounding area, including the parking lot clean and free of damage and vandalism. To insure that this is done, the Licensee will deposit with the City Recreation Office a check for the above-calculated amount at least five working days (Monday through Thursday) prior to the date listed above as the start of the event. If the facility and surrounding area is left clean and without damage, subject to inspection and reasonable approval by the City, the deposit will be returned within five working days after the date listed above as the end of the event.
2. If however, the facility and surrounding area are not cleaned or if damage is discovered the deposit or a portion thereof will be forfeited subject to actual damage or cleaning costs. The balance, if any, will be returned within ten working days (Monday through Thursday) of the completion of repairs or cleaning. It is recommended that the Licensee provide restroom attendants at the facility during the dates and times they use the facility. Said attendants should insure that the restrooms are kept clean and that no damage or vandalism occurs during use, thus insuring return of this deposit.



Liability Insurance: The Licensee shall obtain and maintain a \$3,000,000 (\$1,000,000 per occurrence/ \$3,000,000 aggregate) Commercial General Liability Insurance obtained from a licensed insurance carrier naming the City, its officers, officials, employees, and volunteers as additional insured inclusive of the dates of the event or duration of the league for bodily injury, personal injury, and property damage. A copy of that policy shall be filed with the City Recreation Department at the time the Security, Cleaning and Damage Deposit is submitted and the Facility Fees and Charges are paid.

Primary Coverage: For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

No Warranty: The City has not made and does not make any express or implied warranty as to the Facility, nor does it make any warranty of its use for any particular purpose. Licensee acknowledges that it has been afforded an opportunity to inspect the Facility and, based upon such inspection, hereby accepts the Facility in its existing condition, subject to all existing hazards to person or property, whether natural or manmade.

Authorized Use: The authorized use of the Facility shall be strictly limited to the description of Licensee's proposed activity, as set forth above, and is solely for the benefit of Licensee, Licensee personnel, and guests.

Supervision: Licensee is responsible for crowd control, personal safety, and building security and shall bear all security-related costs. The City shall have no duty whatsoever to supervise Licensee personnel or guests. **Licensee shall obtain Waiver of Liability forms from all participants prior to participation in activities involving significant risk to life, limb, or safety releasing City from all claims and causes of action.** City assumes no responsibility for lost, damaged, or stolen items.

No Property Right: Neither the grant nor the use of the license herein is intended to nor shall convey any form of easement or other interest in any property and no use shall ripen into any easement or other property right regardless of the duration of such use.

Attorney Fees: In the event City institutes an action or proceeding for the failure of Licensee to perform its obligations in this Agreement, Licensee shall pay to City reasonable attorney fees, as determined by the average hourly rate of a local attorney with the same level of expertise and experience, and costs and expenses incurred in such action or proceeding.

Severability: If any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Nothing contained herein shall be construed to limit any protections, immunities, or limits on liability provided City under the State's constitution or statutes, including, without limitation, the Governmental Immunity Act of Utah.

Hold Harmless and Indemnity Agreement

Indemnity: As the representative of the above named group or organization, known as the Licensee, in consideration of the City granting license to use the above named facility, I, the undersigned, do hereby release, forever discharge and agree to hold harmless and indemnify the City of Saratoga Springs, City of Saratoga Springs Parks and Recreation Departments, their officers, officials, employees and volunteers, for all claims, damages, losses, injuries, demands, attorney fees, actions, and causes of action at law or equity arising out of participation in the above listed activity or event. This includes damages not yet ascertained or developed if any there shall be, whether arising in contract or in tort. This indemnity clause excludes only liability, claims, losses, damages, or expenses arising from Entity's sole negligence or willful acts. This assumption of risk, release of liability, and indemnification agreement is intended to be as broad and inclusive as allowed by law.



Patriot Park Fee Structure

Entire Complex Rental	\$550 per day (Includes initial field preparation)
Baseball Field Rental	\$450 per day for all baseball fields (Includes initial field preparation)
	\$250 per day for three baseball fields (Includes initial field preparation)
	Three field option is for East or West side of park not any three fields.
	\$30 per hour per field (Does NOT include field preparation)
	\$90 per 4-hour block per field (8am – Noon, 1pm – 5pm, 6pm-10pm)
	(Includes initial field preparation)
Additional Field Prep	\$45 per diamond
Field Lighting	\$30 per hour per field
Pickleball Court Rental	\$250 per day for all courts
	\$150 per day for half of the courts
	\$15 per hour per court
	\$50 per 4-hour block per court (8am – Noon, 1pm – 5pm, 6pm-10pm)
Supervisor (if needed)	\$15.00 hr.
Deposit	\$500 for complex/6 field rental
	\$200 for three field rental, 8 court, or 4 court pickleball rental
	\$30 for field/court rental
	\$100 per 4-hour block per field/court rental

Fees and Charges

The Licensee agrees to pay, the following fees and for the use of the facility at least 5 working days prior to rental date.

\$_____	Security, Cleaning and Damage Deposit	(Must be paid before rental is official)
\$_____	Entire Complex Rental	____ Days @ \$_____ per day
\$_____	All Baseball Field Rental	____ Days @ \$_____ per day
\$_____	3 Field Baseball Rental	____ Days @ \$_____ per day
\$_____	Field Rental (choose next page)	____ Hours @ \$_____ per hour
\$_____	Ball Field Preparation	____ Fields @ \$_____ per field prepared
\$_____	Ball Field Lighting	____ Fields @ \$_____ per field per night
\$_____	All Pickleball Court Rental	____ Days @ \$_____ per hour
\$_____	Half of Pickleball Court Rental	____ Days @ \$_____ per hour
\$_____	Pickleball Court Rental (choose next page)	____ Hours @ \$_____ per hour
\$_____	Supervisor	____ Hours @ \$_____ per hour
\$_____	Total Deposit, Fees and Charges	



Patriot Park Fields/Courts

If renting a field or court please choose one by circling the branch of the military for baseball fields and court number for Pickleball. (See Map for Field/Court Locations)

Baseball Fields

Army	Field Dimensions Bases=_____ Pitching Mound=_____
Navy	Field Dimensions Bases=_____ Pitching Mound=_____
Air Force	Field Dimensions Bases=_____ Pitching Mound=_____
Marines	Field Dimensions Bases=_____ Pitching Mound=_____
Coast Guard	Field Dimensions Bases=_____ Pitching Mound=_____
First Responders	Field Dimensions Bases=_____ Pitching Mound=_____

Pickleball Courts

East Courts	1	2	3	4
West Courts	1	2	3	4

Food Vendors (Concession rooms in towers are not available to renters)

Will event include food vendors? Circle One **Yes** **No** If Yes, Licensee Must:

- 1) Provide the number of food vendors, names, and contact information within the Event Plan (see below).
- 2) Contact the Utah State Tax Commission Special Events Unit (801) 297-6303 to obtain a Temporary Sales Tax License and Special Return, which is only good for the event it is issued.
- 3) Contact the Utah County Health Department to determine if a temporary food permit is required, (801) 851-7000.
- 4) Food vendors must meet the City's current insurance requirements, which may change from time to time. The requirements may be found in Addendum A.
- 5) Outside vendors, catering services, and food trucks may not offer beverages for sale or distribution other than complimentary water unless they source their beverages through Admiral Beverage Corporation, 940 North Spring Creek Place, Springville, UT 84663. Pepsi products will be available for purchase at the ballpark.

Will complimentary food be served at event? Circle One **Yes** **No** If Yes, Licensee Must:

- 1) Provide a description of the food and who is serving in the Licensee Information section.
- 2) Contact the Utah County Health Department to determine if additional permit is required, (801) 851-7000



Licensee Information

Dates of Park Rental Request: _____

For multiple dates please use extended sheet at the end of the Rental Agreement.

Please turn in pages 6, 7, & 8 to the Recreation Department.

Licensee Name: _____

Organization: _____

Phone: _____ Email: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Description of food and vendor(s) if food is being served at the event:

Supervisor present at event and directly responsible for all activities:

Primary Contact Name: _____ Cell Phone: _____

Secondary Contact Name: _____ Cell Phone: _____

Licensee's Signature: _____ Date: _____

(By signing this document, licensee agrees to all terms and conditions contained in this agreement.)

OFFICIAL USE ONLY

Date Received: _____

Approved Date: _____

Denied Date: _____

Receipt Given: _____

Recreation Director Signature: _____ Date: _____

Addendum A

Insurance Requirements for Food Service Providers

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers’ Compensation insurance as required by the State of Utah, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

