

Recreation and Parks Department  
2007 Program Agreement

THIS AGREEMENT made and entered into on \_\_\_\_\_ by and between the City of Russellville Recreation and Parks Department, doing business at 1000 East Parkway, Russellville, Arkansas (hereinafter called "THE DEPARTMENT"), and \_\_\_\_\_ (hereinafter called "\_\_\_\_\_").

WITNESSETH

WHEREAS, THE DEPARTMENT operates and maintains property at \_\_\_\_\_ in Russellville, Arkansas; and

WHEREAS, the use of said property for the purpose of the \_\_\_\_\_ has been considered the best use of this property for recreational purposes to better service the citizens of Russellville, Arkansas.

WHEREAS, THE DEPARTMENT is a city department which provides and maintains certain recreational programs and parks in Russellville, and

WHEREAS, \_\_\_\_\_ provides program administration and operations of the \_\_\_\_\_ in Russellville,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE DEPARTMENT agrees to grant use of \_\_\_\_\_ for the operation of \_\_\_\_\_ beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

Named property will be used by \_\_\_\_\_ for events, practices, and games on the dates and times listed on the attached schedules.

The general conditions of this program agreement will be:

1. No group can be granted exclusive use of a city park. The area will be open to the general public when not being used for a scheduled activity.
2. \_\_\_\_\_ will operate program in accordance to nondiscrimination requirements of Title VI of the 1964 Civil Rights Act.
3. It is agreed that the program for which this agreement is written must be made available to the general public in which to join and participate. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.
4. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
5. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE DEPARTMENT pertaining to parks and facilities.
6. \_\_\_\_\_ agrees to indemnify and hold THE DEPARTMENT, the City of Russellville, and all of its employees, harmless against losses, claims, causes of action, expenses and liabilities, on account of damage to property or injury to or death of persons, arising out of carelessness, negligence, or improper conduct by \_\_\_\_\_, its agents, employees, or program participants.
7. \_\_\_\_\_ assumes full responsibility for the scoreboard controllers. Any damage or repairs to controllers will be paid by \_\_\_\_\_. Scoreboard controllers must be stored in the press box.
8. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved, or loaned to any other group, business, individual, or entity by \_\_\_\_\_.

9. All tournaments must be scheduled through THE DEPARTMENT on a department reservation form.
10. No alterations, changes, or modifications may be made to facilities or equipment by \_\_\_\_, without first receiving written approval from THE DEPARTMENT. Any permanent modifications may need to be approved by The Department of Parks and Tourism Outdoor Grants Department.
11. \_\_\_\_ assumes full responsibility and liability for damage caused by participants of their program. Any damage caused will be fixed by THE DEPARTMENT and billed to \_\_\_\_.
12. \_\_\_\_ must inspect facilities prior to each use. \_\_\_\_ must notify THE DEPARTMENT immediately if damage is discovered to equipment or facilities that pose an immediate hazard or danger. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. \_\_\_\_ must report any vandalism or theft to THE DEPARTMENT within 24 hours or next business day.
13. \_\_\_\_ agrees to notify THE DEPARTMENT in writing of any equipment it wishes to store at the program site. THE DEPARTMENT will specify the storage area and specifications for storage.
14. Games and practices cannot be scheduled to begin past 9:30 pm. No games regardless of scheduling will be allowed to start after 10:00 pm; a new inning/period may not begin after 11:30 pm. RYBA agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. The schedule must be approved and attached to this agreement before the agreement will be valid. Dates and times must not conflict with Recreation and Parks Department programs or work schedule. \_\_\_\_ agrees to operate their program during THE DEPARTMENT'S normal operating hours unless a written request is submitted to and approved by THE DEPARTMENT. Normal operation hours for THE DEPARTMENT are:  
6:00 AM - 10:30 PM Sunday – Saturday.  
These hours may vary for events, as stated on THE DEPARTMENT'S tournament contracts.
15. If requested by THE DEPARTMENT, \_\_\_\_ agrees to provide a financial statement of the program for which this agreement is written.
16. \_\_\_\_ agrees to return this agreement signed by the appropriate persons, and any and all additional requested material, before any necessary keys will be issued or the area specified can be used by \_\_\_\_. If keys are issued, they cannot be duplicated and must be returned immediately following the conclusion of this program agreement. Changing locks on any building in the facility will not be permitted without prior approval from THE DEPARTMENT.
17. \_\_\_\_ agrees to notify its program's participants of specifications in this agreement that will affect them.
18. \_\_\_\_ agrees to provide a list of any chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed, and \_\_\_\_ must insure that each chemical is properly stored according to MSDS specifications. THE DEPARTMENT must be made aware of the intention to use any form of chemical prior to its use or storage in a facility.
19. Any vendors solicited or arranged to participate in an event conducted or sponsored by \_\_\_\_ are subject to vendor policies currently in force by THE DEPARTMENT. All vendors must obtain a City of Russellville Business Permit. \_\_\_\_ must make known to THE DEPARTMENT any plans to include vendors or exhibitors in an event (regardless of the arrangements or considerations that are to be received by \_\_\_\_ from the vendor or exhibitor). \_\_\_\_ agrees to enforce, to the best of their ability, THE DEPARTMENT'S current vendor policies.
20. Additional conditions to be agreed upon by \_\_\_\_ that are not previously listed:
  - A. \_\_\_\_ will have the option to open, supply, and maintain the concession stand and equipment at \_\_\_\_\_. A separate agreement to operate the concession must be signed and attached to this original agreement.
  - B. \_\_\_\_ will control all litter by picking up litter their program creates each time the fields are used. The litter must be placed in the proper receptacle and will then be removed on a regular basis by \_\_\_\_\_ or a contracted trash service paid for by \_\_\_\_\_. If litter must be picked up by THE DEPARTMENT, \_\_\_\_ will

be charged \$10 per hour. If trash must be emptied by the department, \_\_\_\_ will be charged \$2.50 per barrel.

- C. \_\_\_\_ will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season play. \_\_\_\_ understands that their program participants are in no way covered by Russellville Recreation & Parks Department insurance.
  - D. \_\_\_\_ will be responsible for their field preparation, including purchase of any necessary supplies.
  - E. \_\_\_\_ will submit a deposit of \_\_\_\_ to THE DEPARTMENT at the signing of this agreement to pay the electric bills and to pay for any litter that has to be picked up by THE DEPARTMENT. All charges and fees incurred will be deducted from this deposit, and a statement will be sent to \_\_\_\_\_. Any charges due in excess of the deposit must be submitted to THE DEPARTMENT within fifteen days of receiving the statement. Any amount of the deposit remaining, after the final bill of the agreement period is paid, will be refunded to \_\_\_\_\_.
  - F. \_\_\_\_ will pay the water consumption for the baseball complex.
  - G. \_\_\_\_ will pay for weather damage to water lines, pumps, etc. if \_\_\_\_ requests that the water be turned on before THE DEPARTMENT deems acceptable.
  - H. \_\_\_\_ will contact THE DEPARTMENT prior to any digging in the park area. The extensive underground wiring must be marked by THE DEPARTMENT before any digging can begin. If this procedure is not followed, and as a result, any lines in the park are damaged, \_\_\_\_ will be responsible for paying the cost of repairs.
  - I. \_\_\_\_\_ is a Land and Water Conservation Grant Park, and all LWCF Guidelines must be followed for improvements and preparations for special events. After receiving approval from the Director of THE DEPARTMENT, approval must be obtained from the Department of Parks and Tourism, prior to any alterations in the park.
  - J. \_\_\_\_ will submit contact person(s) for after business hours emergencies. List responsibility of persons submitted.
  - K. At the request of THE DEPARTMENT, \_\_\_\_ will remove all their equipment at the completion of this agreement period.
  - L. \_\_\_\_ will insure that their employees or participants do not attempt to operate motorized equipment belonging to THE DEPARTMENT.
  - M. \_\_\_\_ will be allowed to pursue sponsorships of ball field fence signs that will be displayed during the program agreement period. Only sponsorships that are deemed by THE DEPARTMENT as appropriate will be allowed for display at the facility. \_\_\_\_ will not arrange for any sponsorship promoting alcohol, tobacco, or any type of product or promotion that would be deemed offensive or controversial by THE DEPARTMENT. THE DEPARTMENT will immediately and without prior consultation remove any publicly displayed signage that it deems unacceptable. All costs associated with the removal of the unacceptable display will be the sole responsibility of \_\_\_\_\_. One hundred percent of the proceeds from the sale of advertising must go toward facility improvements or facility operational costs.
  - N. Field lights should remain on a minimum of ten minutes following the conclusion of the last game.
21. THE DEPARTMENT agrees to the following specific conditions and assurances:
- A. The park area will be maintained on a regular schedule as done before this agreement.
  - B. THE DEPARTMENT will replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.
  - C. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
  - D. THE DEPARTMENT will supply any keys deemed necessary. These keys are not to be duplicated and must be returned at the end of the program agreement period.
  - E. THE DEPARTMENT will allow use of concession stand during the program period stated.

*Permanent improvements to facilities and fields will become property of THE DEPARTMENT. Permanent fixtures include, but are not limited to: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, back stops, scoreboards, dugouts, drinking fountains.*

*Non-permanent improvements will be retained by \_\_\_\_ and include: appliances, field marking equipment, concession equipment, and portable buildings that were purchased by \_\_\_\_\_.*

For Annual Programs:

A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds THE DEPARTMENT to notify \_\_\_\_ of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use Recreation and Parks Department operated facilities and/or properties.

THE DEPARTMENT reserves the right to amend this agreement when deemed necessary. If this agreement is amended, it will be written, signed by both parties stated, and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto, have caused this Agreement to be executed on their behalf; and supersedes any and/or all previous agreements, contracts, or leases.

CITY OF \_\_\_\_\_ RECREATION AND PARKS DEPARTMENT,  
A Municipal Corporation, First Party,

\_\_\_\_\_, Department Director

\_\_\_\_\_ Date

\_\_\_\_\_, Second Party,

\_\_\_\_\_, 2007 President

\_\_\_\_\_ Date