

**CITY OF POTTERVILLE
ALLIANCE LAKE SOFTBALL COMPLEX
FACILITY USE CONTRACT**

This Agreement between the City of Potterville (hereafter, the City), a municipal corporation, P.O. Box 488, 319 N. Nelson St., Potterville, MI 48876 and _____ for the purpose of providing authorization to utilize the Alliance Lake Softball Complex on _____.

This Agreement is hereby effective for a term commencing on the date signed and will expire once the following stipulations have been satisfied by both parties.

TERMS OF AGREEMENT

A. The City agrees to:

1. Provide the Organization with the exclusive use of (four) 4 fields on the date(s) listed above for purpose of a softball tournament. If the lessor amount is needed the City has the right to lease out the remainder fields not in use.
2. Drag and line fields in preparation for the first games on each day of use, then every 4-5 games as needed when time allows, and water them as needed. A \$20 re-fit fee will be applied each time the field is chalked and/or groomed.
3. Provide the Organization's representative use of the Pro Shop **or** have someone at the site with the key in case of an Emergency as the Complex Supervisor.
4. Allow the event to be held on Friday night if needed.
5. Allow the Organization to display sponsor banners in a professional manner at the facility, but not to interfere with complex sponsor signs.
6. Operate concession stand and retain all profits, and will not feed nor provide ice or beverages for the tournament staff, players or umpires at no charge.
7. Final decision on the playability of the fields will be left to the Parks and Recreation Director or their assigned Director.

B. The Organization agrees to:

1. Provide a Director for the event.
2. For tournaments, do all bracketing and handle distribution of brackets at the tournament as well as provide a mode for teams to capture game times prior to the event.
3. For tournaments, the master bracket for the event will be **faxed to 517/645-7810 no later than 10 a.m. local time, one day prior to the event.**

4. Pay all sanctioning body fees and complete all necessary tournaments paperwork for the sanctioning body (if event is sanctioned). Pay for all games scheduled, including forfeited games.
5. Pay for all umpires, referees, scorekeepers or other officials used.
6. Supply all awards, if any.
7. Furnish certificate of liability insurance acceptable to the City, with The City of Pottersville listed as an additional insured.
8. Have all participants sign a waiver of liability on a form provided by the City, or on a form approved by the City representative, and provide a copy of the signed forms to the City representative.
9. Maintain monthly contact to report on progress of team entries and to finalize all details.
10. Use telemarketing, internet marketing, newspapers, radio and/or direct mailing to actively promote the event.
11. The Organization may charge and retain a gate fee and may sell merchandise, except for refreshments or other concession items.
12. Pay the City a fee of \$200.00 Deposit on the fields due the date the contract is signed. The deposit is non-refundable in the event the tournament is canceled due to lack of participation, however if the tournament plays as schedule the full \$200.00 deposit will be applied to your game fees. A per field, per game fee of \$25.00 is due at the end of the tournament. This will include all scheduled/played games, including forfeited games. Organization will also be charged \$25.00 per field if lights are used and will be due at the end of the tournament. If games are canceled due to weather or any other situations during a game the fee for that game will be owed to the park. The responsibility of canceling games due to weather or field conditions is the responsibility of the Parks and Recreation Director of the Facility Supervisor, and they may confer with the Event Organizations Representative. If the tournament is canceled due to weather conditions and the fields have already been prepped, the game fee per field will be the only cost taken out of the \$200.00 deposit.

Physical address of Alliance Lake Softball Complex:
515 Alliance Drive
Pottersville, MI 48876

City of Pottersville
P.O. Box 488
319 N Nelson St
Pottersville, MI 48876

Signed by:

City of Pottersville, City Manager or Agent

Date

Printed Name & Title of Organization's Authorized Rep.

Signature

Date

Name of Insurance Company: _____

Policy Number: _____

Contact number of Insurance Company: _____