

Bozeman Sports Park User Agreement for Field Rentals

Introduction

The following constitutes a binding User Agreement between the City of Bozeman (“City”) and the user group (the “User”) at the time of User’s completion of a Field Rental Application (the “Rental Application”) for use of fields managed by the City of Bozeman (“City”) including, but not limited to the Adam Bronken Memorial Sports Complex fields (“Bronken”), Bozeman Sports Park (“BSP”), and/or additional fields under the management of City (collectively the “Sports Fields”). Bronken, BSP, and all other Sports Fields are City-owned parks that are maintained by the City of Bozeman and managed by the City of Bozeman. Long-term Users are defined as Users who rent fields four (4) or more days per month. Short-term Users are defined as Users who rent fields three (3) days or less per month. Under this agreement Montana Institute of Sport (MIS) shall be granted Sponsored User status for Rugby pitch specific facilities at BSP for a time period equal to the useful life of the artificial turf pitch constructed or (10) years, whichever comes first.

City of Bozeman Sports Parks Services

The City rents fields for athletic, community, corporate, philanthropic and private events. The City will make every effort to have fields ready for events by the beginning of each season. However, the City reserves the right to delay field availability due to unfavorable weather or field conditions. Typical opening dates are on or around March 15 for artificial turf fields, and on or around April 15 for grass fields. Grass fields will be closed on November 1 and artificial turf field closing date will be weather dependent. Special arrangements may be allowed based on conditions.

The City is responsible for field rentals through the City Parks and Recreation Department and will include the standard deliverables for activity:

- Fields in playable/ready condition at the time and location scheduled. Rates, schedule and availability may be found on our website, www.bozeman.net/parksreservation
- Goals (lacrosse, soccer, and rugby goals for artificial turf with Rugby pitch)
- Artificial turf flags
 - User supplies balls, grass field flags, and equipment
- Checking on property and fields throughout the day/week.
- Clean, stocked and functioning restrooms.
 - Users must identify a volunteer(s) to clean, stock, and make sure restrooms are functioning during field rentals.
- Painting lines (weather/field conditions permitting) to the best of our ability to maintain common field markings germane to scheduled activity. No additional painting of any field is permitted.
- Placing garbage and recycling receptacles throughout the primary facilities for general use.
- Plowing of the artificial turf fields April 1-November 1 will be at the discretion of City Parks. The City has the right to not plow the artificial turf fields due to negative impacts of the life of the artificial turf. Turf plowing will not occur until all City sidewalks have been cleared.

Good Standing Policy

Good Standing Status is required to reserve City of Bozeman parks and facilities.

Maintaining Good Standing

To maintain **Good Standing** status, organizations, groups, and individuals reserving City of Bozeman parks and facilities must:

- Submit all required payments in full by the established due dates
- Comply with all park and facility rules, regulations, permits, and agreements

Removal from Good Standing Status

Written notice of removal from Good Standing status will be **provided**. Removal may result from violation of one or more rules, regulations or requirements including but not limited to:

- Failure to submit payment of fees, deposits, or damage costs by established due dates
- Violation of park and facility rules and regulations or permits or agreements terms
- Failure to prevent damage to City property due to, but not limited to:
 - Poor judgment in assessing field conditions and allowing play that results in damage such as allowing play when conditions are too wet
 - Unauthorized use of field preparation or maintenance equipment

Impact of Loss of Good Standing

Groups, organizations, or individuals not in **Good Standing** will lose priority when requesting reservations for City of Bozeman parks and facilities. Violations will be recorded in the Good Standing Log for:

- **One (1) year** from the date of the infraction
- **Indefinitely** if infraction is not corrected and/or is repeated

Denial or Termination of Use

The City of Bozeman may deny or terminate use of parks and facilities based on:

- Loss of **Good Standing** status
- Expired or insufficient Insurance coverage
- A documented history of park or facility damage and rule violations
- Any unlawful discrimination prohibited by state or federal law

Scheduling Procedures

Field availability is based on prior reservations, field conditions, weather, and maintenance schedules. Users must submit the [City Rental Application](#) by February 1 for spring season (3/15 to 6/15), April 1 for summer season (6/15-8/15) and July 1 for fall season (8/15-11/1) of each year to schedule games, practices, and events for the respective season. After confirming scheduled dates, the City will make available any unused field space for other individuals or groups.

Reservation requests will be accepted online at www.bozeman.net/parksreservation. A Rental Application must be filled out. Verbal requests for field rentals will not be accepted. Changes to application are only accepted by email to the Sports Parks Coordinator. Only Users who have completed the Rental Application, have submitted a signed User Agreement, and the required deposit, if applicable will be considered for rentals. Field requests will not be accepted from any User with outstanding fees owed to the City until fees have been paid.

If the request for fields can be accommodated within City inventory, users will be allocated their full request. With various Users applying for rentals, scheduling conflicts will occur. Scheduling conflicts will be resolved by the City Parks Department through an evaluation process, which takes into consideration the type of request, the user/user groups historical use, user/user group in good standing and total active number of City residents participating in the prior season as provided on a roster (spring, summer, fall) by the user/user group.

For schedule requests provided by MIS, Rugby user groups will be granted first priority on Rugby Pitch from January 1st - June 30 of each year for the duration of the agreement.

If capacity has been reached at the primary facilities of the City and overflow parks are needed, then younger players will be moved to overflow parks. Field painting will be minimal at overflow locations and assigned to users. Special request for lines may be an extra charge. After a deposit has been submitted, and the field request is reviewed and approved, this User Agreement shall mature into a binding contract between User and the City.

Tournaments/Special Events

Tournaments spanning more than one day may be charged an additional nonrefundable management fee. Please find tournament rates on our website at www.bozeman.net/parksreservation. The tournament fee is due thirty (30) days in advance of first day of the tournament. Tournaments are subject to a separate [tournament application](#) and agreement.

The City reserves the right to require additional permission, permits, fees, and security deposits; to increase the fee based on the nature of the activity; and to require additional responsibilities of the User provided the City provides User with written notice at least seven (7) days prior to the tournament or special event. Please contact the Sports Parks Coordinator to discuss further.

Fees – Deposit, Payment

Please find field rental rates on our website at www.bozeman.net/parksreservation.

For long-term rentals, Users will be invoiced on the last day of each rental month during the applicable season (spring, summer, or fall). At the time of invoicing, each User will be provided with their most up-to-date permit for review to confirm that all rental dates, times, cancellations, and field changes are accurately reflected.

Users will have five (5) days to review and approve the permit before it is submitted to the City Finance Department for invoicing. If no response is received within this review period, the User will be invoiced based on the amounts reflected in the permit.

Payment is due thirty (30) days after the last rental date listed on the invoice. If alternate payment arrangements are needed, the User must provide written notice to the Sports Parks Coordinator at least one (1) month prior to the start of the season.

For short-term rentals, the total amount due, as outlined in the Rental Application, is due at the time the Rental Application and signed User Agreement are submitted.

Unplayable Field(s)

Users should leave the field and suspend ALL outdoor activities if lightning is observed, or thunder is audible. Everyone should immediately seek shelter in a building or automobile and remain in shelter until thirty (30) minutes following the last sign of thunder or lightning.

Additionally, the City Parks and Recreation Department reserves the right to delay or cancel play, or restrict access to fields for special occurrences including, but not limited to, the following:

- emergency or damage that causes a safety concern;
- Standing-water on the field;
- wet/spongy soil;
- play would result in damage to the field;
- inclement weather, severe weather, or steady rain;
- visible frost or snow layer on field;
- any other condition or circumstance that necessitates a delay, cancellation, or restriction.

The determination that a delay, cancellation, or restriction is necessitated by any one or more of the conditions or circumstances listed above is in the sole discretion of the City of Bozeman Parks and Recreation Department. No appeal is allowed.

Cancellations made by the City of Bozeman Parks and Recreation Department will adhere to the following timelines as closely as possible:

SCHEDULED EVENT:	CANCEL NO LATER THAN:
Local game/practice	2 hours before scheduled event
Hosting games involving out of town teams	24 hours before scheduled event
Tournament	5-7 days before scheduled event
Custom event (wedding, fundraiser, concert, etc.)	TBD

The City will make every effort to accommodate all approved field reservations, especially for tournaments and events that have no rain date options. If additional dates, times, or fields are needed to reschedule make-up games, preapproval by the City is required.

Damage resulting from unauthorized use, particularly during wet or snowy conditions, or for any other reasons resulting from the actions of the User, are the responsibility of the User. The User or individual will be held financially responsible for all damages.

Cancellation/Refunds

If the City cancels a reservation, User will be refunded the deposit and any other fees paid. Users will not receive any other remuneration or compensation. Cancellation due to unfavorable weather or field conditions that would result in damage of the fields or harm the player and the City and User cannot find a time to reschedule, User will not be charged.

Cancellations made by long-term and short-term Users that adhere to the following timelines will not be charged and will receive full refund of deposit (if applicable). Long-term and short-term users who cancel a field reservation(s) less than the following timelines will be responsible for the full price of that field rental(s):

SCHEDULED EVENT:	CANCEL NO LATER THAN:
Practice	24 hours before scheduled event
Games	7 days before scheduled event
Tournament	14 days before scheduled event
Custom event (wedding, fundraiser, concert, etc.)	TBD

Expectations & User Responsibilities

In addition to any other expectations and/or User responsibility outlined in this User Agreement, the following provisions also apply. By signing and initialing each section below, the User agrees to abide by the standards, timelines, and responsibilities established by the City.

Field Reservations

Initial:

1. A finalized and City-approved schematic must be in place before any field booking is confirmed. All reservations must align with the approved schematic.
2. Requests to modify field lines require a minimum of 10 days' advance notice.
3. Fields are booked in full-field configurations only.
4. Reservation requests must be submitted by the following deadlines:

- **Spring:** February 1 (for March 15–June 15)
 - **Summer:** April 1 (for June 15–August 15)
 - **Fall:** July 1 (for August 15–November 1)
5. Before fields are assigned, the City must receive a completed rental application, signed User Agreement, and deposit (if required).
 6. Requests will not be accepted from Users with outstanding balances.
 7. Any field change requests must be submitted via email and include the complex name, field number, date, and start/end time. Incomplete requests will not be processed.
 8. Field use is limited to the times listed on the approved rental permit. Users are responsible for monitoring their own schedules, field locations, and start/end times. Use beyond the permitted time will result in additional fees and may affect future rental eligibility.
 9. Rental of a City facility does not include exclusive use of the entire park. On many occasions, there may be more than one User utilizing Bronken, BSP, Sports Fields, or surrounding areas. Users may not close public areas or extend their activities into spaces outside reserved areas.
 10. There shall be no SUBLICENSING of fields or facilities. Sublicensing of a field or facility shall be cause for termination of this agreement.

Restrooms and Trash/Recycling

Initial:

1. Users must maintain a volunteer presence to keep restrooms clean and restocked during weekend rentals.
2. When multiple Users share a facility, they must coordinate restroom cleaning and supply restocking.
3. Users must keep facilities sanitary and safe. Failure to do so will result in cleaning fees, including all actual costs incurred by the City and a minimum charge of \$75/hour.
4. The City may require Users to provide additional portable toilets or trash/recycling receptacles at their expense if use exceeds typical weekend capacity.
5. Users must collect all trash and recyclables following the end of each field rental and place them in the proper receptacles.

Equipment, Trailers, and Vehicles

Initial:

1. Turf bases and flags are stored in the Connex container. Users are responsible for removing and returning bases and flags after use.
2. If a User would like to set up bleachers, they must communicate with the Sports Parks Coordinator at least two (2) weeks prior and approval is required by a City of Bozeman Parks Foreman.
3. Soccer goals may only be moved by coaches or other individuals approved by the User, who assume full responsibility for injuries, damages, or loss.
 - a. Appropriate goal anchors must be placed upon repositioning goals to ensure safety measures are met.
4. No equipment may be stored at or on the premises without written authorization from the City.
5. Vehicles must remain on designated roads and parking areas. Driveways and entrances must stay clear. Parking on grass is prohibited. Violators may be ticketed or towed at the owner's expense.
6. Trailers must be parked in overflow parking lot. Trailer parking in the paved parking lot is prohibited.
7. The City of Bozeman is not responsible for any personal property loss or damage to vehicles or other personal property.

Field Prohibitions

Initial:

8. No animals or pets allowed on the athletic fields. Certified, working service animals may be on the fields, however the handler shall be responsible for cleaning up after said animal and the animal's behavior including, but limited to, any injury or damage caused by said animal.
9. To prevent turf damage, the following are prohibited: long cleats, studs, or heels on shoes/chairs; stakes in tents, goals, or structures; glass; gum; sunflower seeds; and smoke and smokeless tobacco products.
10. Shoveling and plowing of the turf is prohibited.

General Park Expectations

Initial:

1. For conflicts with the public, contact Bozeman Police (non-emergency): 406-582-2000.
2. Payment is due no later than 30 days from the last reservation or invoice date. Users with repeated late payments will be removed from good standing status.
3. Field use privileges may be revoked for failure to comply with City expectations.
4. All accidents, damage, breakage, loss, or maintenance issues must be immediately reported to the Sports Parks Coordinator.
5. Selling food, beverages, goods, or charging admission requires prior written authorization from the Parks and Recreation Director. Food trucks must also be approved in advance. An approved [Waiver Request to Sell Goods](#) must be presented at the event.
6. No alcoholic beverages can be consumed in the park without a waiver of the City's open container ordinance. Alcohol Waiver's can be found at www.bozeman.net/parksreservation.
7. No permanent advertising/signage is permitted. Additionally, all temporary advertising/signage must meet all City of Bozeman rules and regulations.
8. If "locates" are needed the User is responsible for providing that service, along with all associated fees.
9. User must provide the City with a contact person and phone number that is the designee for field rentals.
10. Amplified noise is restricted to no more than 3 consecutive hours total; limited to the hours between noon and 9pm.
11. User shall comply fully with all applicable local, state and federal laws, regulations, and municipal ordinances.
12. User agrees not to discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or actual or perceived sexual orientation, gender identity or disability. Users shall require these nondiscrimination terms of any affiliates or subcontractors performing under this User Agreement.

Legal Conditions

Initial:

The undersigned understands and agrees that:

- **Indemnification:** The use of City parks and recreation facilities is a privilege. Should any activity become disruptive or abusive or disturb the peace of any adjacent area or person, the City has full authority to revoke this permit. Permit holders must abide by park rules, regulations, and City ordinances, and any violation thereof shall warrant the revocation of this permit, and violators will be told to leave. No admission fee can or will be charged. No alcoholic beverages can be consumed in the park without a waiver of the City's open container ordinance. The park or recreation facility must be left in a safe, sanitary, and clean condition. All required documentation needs to be submitted for approval no later than two weeks before the event date. Reservations are not guaranteed until a permit is issued by City staff.

I understand that as the permit holder, to the fullest extent permitted by law, I agree to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature

connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to any negligent, reckless, or intentional misconduct of myself or my guests.

- **Insurance:** Bozeman Municipal Code 26.02.080 requires a Permittee to obtain commercial general liability insurance covering the permittee and the permittee’s organization, if applicable. The code states the obtained liability insurance must cover the permittee “for all activities related to the event or permit, including but not limited to setup, the event itself, and all cleanup activities. The insurance policy shall contain no exceptions or exclusions for activities conducted under or related to the permitted activities. The permittee shall name the city, its officers, and employees as additional insureds on a primary non-contributory basis. The additional insured coverage shall be in a form acceptable to the city. To the extent reasonably possible, such additional insured coverage shall be in the minimum amounts of \$750,000.00 per claimant and \$1,500,000.00 per occurrence.” Please contact the City Parks and Recreation Department for questions regarding compliance with this provision.
- The City must approve all insurance coverage and endorsements prior to using City facilities. Proof of insurance must be provided to the City at least two (2) weeks prior to the commencement date of the use.

END OF AGREEMENT EXCEPT FOR SIGNATURES

Permit Approval

By signing below, I acknowledge that I have read, understand, and agree to the Terms and Conditions, Field Requirements, all Park Policies, and all Information for Reservations associated with the Bozeman Sports Park User Agreement.

Permit Holder Signature:

Date:

Printed Name:

For Office Use Only

CONTRACT & PERMIT #:

Permit Issued By:

Title: Contracts & Sports Parks Coordinator

Signature:

Date: