



CITY OF PATASKALA

RESOLUTION 2016-034

Passed March 21, 2016

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO IMPLEMENT A CITY RECREATIONAL FIELD/FACILITY USE AGREEMENT

WHEREAS, the City of Pataskala owns/leases several parks located throughout the City; and

WHEREAS, the parks contain various recreational fields and facilities; and

WHEREAS, Council for the City of Pataskala wants to implement a recreational field/facility use agreement to make the facilities formally available for use by community groups/athletic teams; and

WHEREAS, the City Administrator, as the contracting authority of the City of Pataskala, would be permitted to execute recreational field/facilities use agreements, as reflected on the attached Exhibit A; and

WHEREAS, the user fee for the fields/facilities shall be \$150 per agreement.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF MEMBERS PRESENT CONCURRING THAT:

Section 1: The City Administrator is hereby authorized and directed to implement a recreational field/facility use agreement, in substantially the same form and content as the draft Agreement attached hereto as Exhibit A and incorporated herein by reference, for use of any of the City of Pataskala's various recreational fields and facilities.

Section 2: The non-refundable recreational field/facility use application fee shall be \$150. The refundable Security Deposit shall be \$250.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the

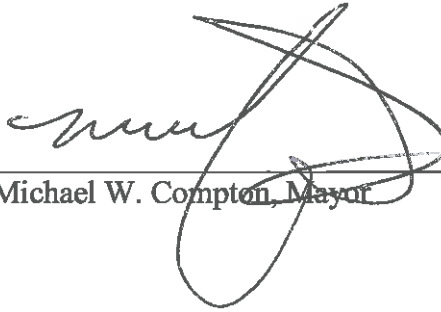
City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

Section 4: This Resolution shall take effect at the earliest time allowed by the Charter of the City of Pataskala.

ATTEST:

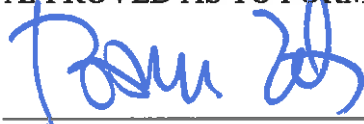


Kathy M. Hoskinson, Clerk



Michael W. Compton, Mayor

APPROVED AS TO FORM:



Brian M. Zets, Law Director

**CITY OF PATASKALA RECREATIONAL FIELD/FACILITY
USE AGREEMENT**

This Pataskala Parks Field Rental Agreement (“Agreement”) is made and entered into the date last executed below, by and between, the City of Pataskala (“the City”), an Ohio Chartered municipal corporation, with its principal place of business at 621 W. Broad Street, Pataskala, Ohio, and _____ the (“User”).

RECITALS

A. The City owns/leases park lands that contain various recreational facilities.

B. User would like to use the following recreational field/facilities:

_____ (“Premises”)

C. With this Agreement, the City wants to grant User use of the following recreational field/facilities : _____

_____ (“Premises”)

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and User agree as follows:

1. **The Event.** The City grants User permission to use the Premises subject to the rules, regulations, guidelines, terms, conditions, and agreements set forth herein.
2. **Fees and Security Deposit.** User shall pay a non-refundable application fee of \$150.00 (“Application Fee”). User also shall pay a refundable security deposit of \$250.00 (“Security Deposit”). The payment of the Application Fee and Security Deposit are conditions precedent to any use of the Premises. The Security Deposit will be applied to any cost of repairs made necessary due to the activities of User at the Premises. Once that deduction is made, all further portions of the Security Deposit shall be returned to User within sixty (60) days after the conclusion of the last event.
3. **Term.** This Agreement shall be from: _____

4. **Insurance.** User shall not use the Premises until it has provided evidence satisfactory to the City of the insurance required under this Agreement as to limits, form and amount. User is required to obtain and maintain for the period of this Agreement comprehensive general liability insurance and excessive liability insurance. The policy or policies of insurance shall name the City as additional named insurer on User's general liability policy and excess liability policy.

The insurance coverage required to be maintained by User hereunder shall include a broad form contractual liability endorsement and an endorsement providing that the insurance provided to the City and that any insurance maintained by the City is excess of and not contributing with the insurance required to be maintained by User hereunder. Further, the insurance coverage required to be maintained by the User hereunder shall be not less than \$1,000,000 for bodily injury, property damage and personal injury liability. As evidence of coverage, the City is to receive a Certificate of Insurance on a form satisfactory to the City setting forth the type of the coverage, the limits of liability, the name of the insurance carrier, policy number and the date of expiration of the coverages required to be maintained by User. Such Certificate shall confirm that each carrier shall provide at least ten (10) days written notice to the City prior to cancellation or material change of coverage. The insurance company providing the coverage required to be maintained by Licensee hereunder shall be licensed to do business in the State of Ohio.

5. **Indemnification, Waiver, and Release.** In addition to, and not in limitation of, anything herein or hereafter provided in this Agreement, User shall indemnify, hold harmless, and defend the City, its officials (elected and appointed), employees, agents, representatives, attorneys, insurers, successors and assigns (hereinafter collectively referred to as the "Indemnified Parties" and individually as an "Indemnified Party") harmless from and against, and shall release and waive any Indemnified Party and their agents and employees for, from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, allegations and expenses (including, without limitation, reasonable attorney's fees) related to, or arising from:

- (A) the use of the Premises by User or by any person or entity acting on behalf or, together with, or at the direction of User;
- (B) the use of the Premises by any participant, spectator, invitee, or any other individual or entity on the Premises because of, or related to, User's use of the Premises under this Agreement;
- (C) any activity, work, or thing done or permitted by User on or about the Premises.

If any action or proceeding is brought against an Indemnified Party by reason of any of the foregoing (1) through (3), User, upon written notice from such Indemnified Party, shall defend the same at User's expense, with counsel selected by the City.

6. **Obligations of the Renter.** User is responsible for complying with the following conditions. User shall:
 - (A) Maintain discipline on and off the fields at all times.
 - (B) Use and occupy the Premises in a safe and proper manner.
 - (C) Make certain all participants and invitees maintain the smoke free, alcohol free, and firearm free regulations that govern the Premises.
 - (D) Comply with all valid and applicable laws, ordinances, rules, regulations, requirements, and orders of any governmental authority concerning use and occupancy of the Premises.
 - (E) Keep the Premises free of nuisance(s).
 - (F) Use and occupy the Premises only for the activities set forth in this Agreement.
 - (G) Be responsible for general maintenance and upkeep of the Premises.
 - (H) Be responsible for the maintenance facility maintenance during rental period.
 - (I) Be responsible for all damages caused by its employees, agents, representatives, invitees, participants or their guests.
 - (J) Provide the City a schedule of all activities that will be conducted under this rental agreement.

7. **Inherent Risks.** User acknowledges there are inherent risks in the use of the Premises, which as a result of the natural condition of the Premises contains irregularities, depressions, soft spots, and/or ruts, many of which may be subtle or not visible, may cause participants to stumble or fall, and accordingly User, by commencing and executing this Agreement, specifically accepts the Premises in the condition presented and accepts for itself and its participants any risks associated with ruts, soft spots or depression areas or the like that may be present thereon. Furthermore, User acknowledges the City does not make any warranties, express or implied, to the Premises.

8. **Use Meetings.** User and the City agree to meet prior to the start of the

scheduled activities to inspect the Premises. .

User and the City agree to meet immediately after the last use of the facility to inspect the Premises. User understands and agrees to repair, at its sole cost and expense, all damages caused by User, its officials, employees, agents, representatives, invitees, participants, and/or anyone using or visiting the Premises for any activity conducted under this Agreement.

9. **Improvements.** Any and all improvements, alterations, or additions made to the Premises by either the City or User, including, but not limited to, all equipment, signs and fixtures added to the premises during User's occupancy, the same shall either be and remain a part of the real estate of the sole option of the City, or the City may require User to remove the same or a portion thereof, with such removal to be accomplished at User's sole cost and expense, promptly and in a good and workmanlike fashion. With any damage caused thereby being repaired immediately by User.
10. **City Access.** The City, its officials (elected and appointed), employees, agents, representatives, attorneys, successors and assigns reserve the right to enter upon the Premises, at any time and in any manner deemed reasonable by the City.
11. **Assignment.** This Agreement may not be assigned by User.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to the selection of the forum or the principles of conflicts of law. Venue and jurisdiction for any dispute arising out of this Agreement shall rest solely in the Court of Common Pleas of Licking County, Ohio or the United States District Court for the Southern District of Ohio, Eastern Division.
13. **Miscellaneous.** The terms and conditions of this Agreement shall supersede the terms and conditions of any other agreement, whether oral or written, between User and the City, relating to the subject matter of this Agreement. This Agreement constitutes the entire agreement between User and the City. This Agreement may be executed in multiple counterparts, each of which is identical and each of which shall be deemed to be an original; and all such counterparts together shall constitute but one instrument. Neither this Agreement nor any Provision hereof may be amended, modified, waived, discharged, or terminated orally, but only by an instrument in writing duly signed by or on behalf of User and the City. If a term or provision of the Agreement is determined by a Court of competent jurisdiction to be unenforceable or illegal, the remaining terms and provisions of the Agreement shall remain valid and enforceable.

City of Pataskala

User

By: _____
Its: City Administrator
Date: _____

By: _____
Its: _____
Date: _____

APPROVED AS TO FORM:



Brian M. Zets, Esq.
Law Director

