GLADEWATER SPORTS COMPLEX SPORTS USAGE AGREEMENT, Rev 1.1

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

- 1. Spokesperson(s) for leagues shall be Gladewater Ballpark Advisory Board.
 - a. For problems with lights, facilities, etc, call:

8:00 AM to 6:00 PM, Monday – Thursday

8:00 AM to 12:00 PM, Fridays

Gladewater City Hall -903-845-2196

After Hours - Gladewater Police Department- 903-845-2166

- 2. Each league shall submit to the City of Gladewater at least 10 days prior to the beginning date of the proposed usage dates the following:
 - a. Anticipated number of participants and teams.
 - b. League Rules and By-Laws.
 - c. List of current officers names and contact information.
- 3. All leagues shall submit completed schedules to the City of Gladewater at least one week prior to their beginning date.
 - a. League games at Gladewater Sports Complex shall be scheduled Monday Friday. Any exceptions must have the City's prior approval.
- 4. All weekday games are to be completely finished by 10:15 p.m. No inning shall begin after 10:00 p.m. All lights will be turned off at 10:30 p.m.
- 5. Use of the facilities after the ending date shown on this agreement is considered an extension of league play and shall be submitted by the organization at the time dates are made known. Requests for post-season use may be made to the City of Gladewater no later than thirty (30) days prior to the planned event.
- 6. The City will make every effort to ensure that these facilities are available to be used by all parties without discrimination. In addition, the City agrees to allow reasonable access for the use of the facilities during periods not directly associated with any scheduled games or event planned by the user.
- 7. The facility user shall be responsible for the purchase, supervision and maintenance of all equipment used such as P.A. system, scoreboards, etc. To ensure safety, alterations in design or type of equipment may be required by the Governing Entity.
- 8. The facility user will be responsible for marking lines as well as any other pre-game field preparation. The City will be responsible for the mowing.
- 9. The facility user agrees that no modifications, alterations, changes or deletions (temporary or otherwise) may be made to any facility owned by the City unless written approval is obtained from the City of Gladewater. All such improvements will become the property of the City of Gladewater.
- 10. The Facility user agrees to keep all gates, doors, buildings, etc: locked as deemed necessary by the City of Gladewater.
- 11. The facility user and the Gladewater Police Department are responsible for the enforcement of designated parking areas. Violators may be towed at owners' expense.
- 12. The facility user is responsible for the removal of trash and equipment from the playing field (inside the fences of each individual field), dugouts and concessions area after each tournament. The City of Gladewater will be responsible for clean-up of remaining areas.
- 13. The facility user is responsible for supervision and control of persons attending athletic events. Unsportsmanlike conduct by players, coaches or spectators will not be allowed, and alcoholic beverages will not be allowed on park property. The facility user will notify the Gladewater Police Department should a disturbance occur.

Gladewater Sports Complex, 1006 E Pacific St. Gladewater, TX 75647 Gladewater City Hall – 903-845-2196 – PO Box 1725 Gladewater, TX 75647 – cityofgladewater.com

- 14. All materials stored by the facility user for use on the fields (dirt, lime, etc.) shall be placed only in areas approved by the City of Gladewater.
- 15. In case of inclement weather, the following provisions will be followed:
 - a. An authorized member of the Gladewater Ballpark Advisory Board or its designee may cancel, delay or postpone tournament or league play at any time in the interest of ensuring the quality of the fields.
 - b. Should cancellation, delay or postponement by the Gladewater Ballpark Advisory Board or its designee of tournament or league play be a possibility, authorized representatives from the tournament or appropriate leagues may be contacted for their input in making the decision.
- 16. Practice sessions on all City facilities will be scheduled by facility users through the Gladewater Ballpark Advisory Board or its designee.
- 17. If at any time these policies are not met by the facility user, the City of Gladewater reserves the right to revoke this agreement and privileges connected herewith.
- 18. In consideration for being permitted by the City of Gladewater to utilize the athletic facilities, the facility user and its members and participants hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property loss or damage which may occur arising out of, or connected in any way with participation in activities with the facility user at City sports facilities. It is further agreed to indemnify and to hold the City of Gladewater free and harmless from any loss, liability, damage, cost, or expense which may be incurred as the result of death, injury or property loss or damage sustained while participating in activities at City sports facilities.