

## Athletic Field Usage Policy and Agreement

The Athletic Field Usage Policy and Agreement (this “**Policy**” or this “**Agreement**”) was established in the fall of 2003, amended in the spring of 2016, and most recently, amended again in the fall of 2023 by The Lake Forest Parks & Recreation Department (“**City**”). This Policy will serve as a source of City Park athletic field rental information, Application for rental, and contract between a user and the City.

The City offers a variety of athletic fields for rental featuring both natural and synthetic playing surfaces. Parks for rental include Deerpath Community Park, Everett Park, West Park, Waveland Park, Townline Community Park, Northcroft Park and South Park.

By submitting a completed Athletic Field Rental Application (“**Application**”), the User will assume all risks associated with their use of any City fields. The User agrees to pay all associated fees to the City per this policy and its listed fee schedule. Request for payment may be at the time of Application, during the season of rental or at the conclusion of the requested dates, at the sole discretion of the City.

### Definitions

For this Agreement, the following terms will be used and defined as:

- **Field(s)** – will refer to the Lake Forest Facility, Facilities, Field, or Fields being requested for usage, as stated above.
- **City** – will refer to the City of Lake Forest, Parks, and Recreation Department.
- **User** – will refer to the Contact Person/Responsible Party and/or Organization stated above including but not limited to players, coaches, officials, trainers, and spectators.
- **Affiliate** – a local, not for profit, community based athletic organization with a current and signed Memorandum of Understanding with the Lake Forest Recreation Department.

### Memorandum of Understanding / Affiliate

A Memorandum of Understanding is a documented agreement signed by both an Affiliate and City (Athletics section). The MOU will layout, in detail, the responsibilities and roles of each organization pertaining to the program highlighted. In defining responsibilities and roles, both organizations must see value of the partnership and share a common goal for the community. The MOU will also contain an indemnity and hold harmless agreement signed by the Affiliate.

To apply for an MOU, a potential Affiliate must fulfill the following criteria;

- Be a community-based organization, with participation consisting of more than 60% of Lake Forest residents.
- Provide proof of not-for-profit status by the Internal Revenue Service or a licensed school in the state of Illinois.
- Provide programming that supplements existing Lake Forest Recreation Department programming.
- Provide proof of an active board of advisors or officers.
- Comprise of a minimum of 4 teams.
  - If less than 4 teams and your program meets all other criteria, please contact the Lake Forest Recreation Department’s Athletics Manager at (847) 810-3945.

To apply for an MOU and potentially become an Affiliate, please visit [www.lfparksandrec.com](http://www.lfparksandrec.com).

## **Field Usage Application Procedures / Permit Requirements**

Lake Forest field usage application can be filled out and submitted at [www.lfparksandrec.com](http://www.lfparksandrec.com). Field requests from Users are approved on a first-come, first-served basis. City does not take verbal requests for field rentals. Field requests will not be accepted or considered from any group with outstanding fees owed to City. Requests must be received 30 days prior to the rental date requested unless otherwise approved by City. Requests will be reviewed within 5-10 business days of being received. Payments are not accepted until an Application is approved.

**At the time an Application is approved, and the required deposits are paid, the Application becomes a binding contractual Agreement between the City and the User, which incorporates all the terms, conditions, and obligations of this Athletic Field Usage Policy and Agreement.**

The submission of an Application is not a guarantee of availability or approval. All Applications are processed as identified in the listed fee structure in this Policy. Applications will be reviewed based on requirements defined, as well as field and staff availability. The City reserves the right to deny any request which is deemed inappropriate or is not in the best interest of the City.

By signing the Application, the User acknowledges and agrees that they will be bound by this Policy, and to always adhere to it. This Policy also includes:

- Cancellations
- Insurance requirements
- Americans with Disabilities Act (ADA) requirements. The User is responsible for compliance with the ADA and must indemnify the City for any claims or liability arising out of the User's failure to comply with the ADA.

The contact person stated on the Application must be at least 21 years of age. The User agrees to provide an authoritative representative of the organization over the age of 21 that must be on premises for the duration of any rental. The User is solely responsible for always providing all supervision during User's use of fields, including but not limited to, the identified facility space and all common areas. The contact person and the organization represented are jointly and severally liable for all actions of the User.

The User agrees to make any individuals not associated with User's organization aware of this Policy and its obligations. Any non-compliance with this Policy by the User or individuals associated with the User may result in the individual or the entire User group being asked to vacate the Field and the cancellation of the permit.

The User shall be responsible for inspecting the Field subject to the Application prior to and after each use and shall be responsible for bringing to the City's attention any potential dangers, safety hazards or problems. The User is **solely** responsible for determining whether the field is safe, appropriate, and/or compatible for the User's intended use.

The User shall not advertise or represent its activities as a City program, a joint program with the City, or a City-sponsored program. The User may not use the City's logo or emblem in any advertisements for the User's activities.

# LAKE FOREST



## Field Usage / Rental Season

Field rental season at Deerpath Park will typically open March 1<sup>st</sup> and remain open until November 30<sup>th</sup>. All other Lake Forest Athletic fields will be open from April 1<sup>st</sup> through mid-November. Available rental dates at any park may change dependent on the weather.

## Classification Requirements / Rental Fees / Refunds / Cancellations

The Fees listed below are for general Field requirements for one-time set-ups (i.e., ball diamonds being dragged & lined once/day). If Fields need to be painted specifically for an event or multiple field preps are needed during the day, additional fees may apply. The fee schedule may change in August of each year.

A required deposit of \$250 per team is required of all multi use Organizations and \$50 per team of any single event Users once approved for field usage. If contract obligations are met, the deposit amount will be applied to the User’s final invoice. The deposit is required to offset costs associated with any excessive damage or cleanup associated with a User’s field usage. User is solely responsible for and will pay for any damage to City property arising out of the use of the field, greater than the deposit amount. Rental usage will be invoiced monthly.

### Classification Requirements

Tier 1 – Affiliates

- Has a signed MOU with The Lake Forest Recreation Department

Tier 2 – Lake Forest Resident Based Athletic Teams / Programs / Organizations

- Consists of individual teams
- Proof of at least 80% Lake Forest residents

Tier 3 – Non-Resident Based Athletic Teams / Programs / Organizations

- Consists of individual teams with less than Tier 2 residency requirements

### Sport Field Improvement Fund

In 2007, City policy was passed to collect fees, on a per player basis, from any Athletic organization that utilizes Lake Forest athletic field space to host their home field locations during a season. These funds accrue annually and are utilized for field maintenance and upgrades that are not associated with regular maintenance. Users will be invoiced at the conclusion of each season.

- Tier 1 & 2: \$20 per player/per sport/annually
- Tier 3: \$30 per player/per sport/annually

### Rental Fee Schedule (per Hour / per Field)

Fees are typically adjusted every August; however, fees can be adjusted at the discretion of City staff.

February 2024 - July 31, 2024		
Classification	Synthetic	Natural
Tier 1	25	25
Tier 2	70	70
Tier 3	125	125
Lights (Tier 3)	30	0

# LAKE FOREST



August 2024 - July 2025		
Classification	Synthetic	Natural
Tier 1	50	40
Tier 2	85	75
Tier 3	125	125
Lights (Tier 1 & 2)	0-20	0
Lights (Tier 3)	30	0

### Tournament Rental Fees

For more information on conducting tournaments at Deerpath Park, including availability and fees, please contact the Lake Forest Recreation Department Athletics Program Manager at (847) 810-3945.

### Special Events

The City may require additional permission, permits, fees, and security deposits in some instances. The City reserves the right to increase the fee based on the nature of the activity. Shuttle buses, police coverage, trash, storage, etc. may be an additional charge which will be determined by City staff. The City's special event policy, procedures and permit can be found at [https://www.cityoflakeforest.com/departments/office\\_of\\_city\\_manager/special\\_event\\_permit.php](https://www.cityoflakeforest.com/departments/office_of_city_manager/special_event_permit.php).

### General Refund Policy

A refund shall be made for the following reasons:

1. If the City believes that the field is unplayable and no substitute location is available, a refund or credit towards a substitute time will be issued at the City's sole discretion.
2. If the User provides written notification of cancellation to the City at least two (2) weeks prior to the date reserved. Written notification is required for each individual field, date and time and does not apply to seasonal permits.
3. If a User who wishes a refund for a seasonal permit provides a written notification of cancellation not less than four (4) weeks prior to the beginning of the season.
4. If the City cancels a permitted use of the field due to a conflict with a City event/program.

### City's Right to Postpone or Cancel

If for any reason a Field is unusable (i.e., power outages, flooding, fire), the City will make every attempt to contact the User immediately. If the City cannot accommodate the rental as identified in the approved permit, and the User and the City cannot agree on a reasonable alternate accommodation, the City will cancel the rental and a refund will be issued based on hours used. Once play begins, a refund may not be available.

The City reserves the right to postpone or cancel any event or to restrict access to the fields at any time and for any reason, at its sole discretion, including but not limited to reasons of emergency, severe weather, vandalism, inappropriate behavior, poor playing conditions or damage that could cause safety concerns.

The City reserves the right to cancel a permit and this Agreement at any time for any reason, at its sole discretion. Refunds will be available based on the criteria above under cancellations by User.

## **Indemnity/Hold-Harmless Provisions**

The City does not assume responsibility for any liability or responsibility for any claims, damages, or injuries of any nature which may arise from or relate to the User's use or occupancy of a Field.

The User shall protect, indemnify, hold and save harmless and defend the City, its officers, elected officials, directors, agents, employees, volunteers, and representatives against any and all claims, costs, causes, actions and expenses, damages, liabilities, including but not limited to attorneys' fees, arising out of or related to any act or omission of the User or the User's use or occupancy of any Field or other City property. By way of illustration, and not of limitation, such claims may include, but are not limited to, indemnity on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the User or User's agents, invitees, guests, employees, or anyone invited by and/or with the permission and consent of the User, whether such loss, damage, injury, or liability is contributed to by the negligence of the City or the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the User shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City.

Nothing set forth in this Agreement shall be deemed a waiver by the City of any defenses or immunities relating to any person or entity or their property, that are or would be otherwise available to the City or its Representatives under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The User remains financially responsible for any liability or property damage caused by the activities of the User or individuals associated with the User. The User shall provide and maintain, at its own cost, insurance coverage as required in this Policy. Any lack of or deficiencies in insurance coverage by the User will not be construed as a waiver of the User's obligations or financial responsibility for any claims, damages, losses, and expenses, including but not limited to legal fees, as described in the defense, indemnification and hold harmless requirements listed herein.

## **Insurance Requirements**

1. Required Coverage. The User shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 001 and shall cover liability arising from premises, operations, independent contracts, products-completed operations, personal injury and advertising injury, athletic participation and liability assumed under an insured contract (including tort liability of another assumed in a business contract).

The City shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26 and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the City.

2. Evidence of Insurance. Prior to using City fields, the User shall furnish the City with a certificate of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements as set forth above. The User must provide the certificates required above within 5 days of the City's request for such certificates.

Failure by the City to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the User's obligation to maintain such insurance.

The City will have the right to prohibit the User from occupying any Field until such certificates and endorsements have been provided in compliance with these requirements. Failure of the User to maintain the required insurance may result in termination of the permit and this Agreement.

3. Acceptability of Insurers. For insurance companies that obtain a rating from A.M. Best, the rating should be no less than A-VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the City has the right to reject insurance written by an insurer it deems unacceptable.
4. Cross-Liability Coverage. If User's liability policies do not contain the standard ISO separation of insureds, provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
5. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the City. At the option of the City, the User may be asked to eliminate such deductibles or self-insured retentions as respect to the City, its officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses or other related costs including but not limited to investigations, claim administration and defense experts.

## **Field Usage Rules & Regulations**

1. The City will give the User a permit to show authorization to use a field. A Permit is not valid if games are cancelled due to bad weather or field conditions.
2. An approved permit must be available during use and presented to any City representative upon request.
3. Permits are not transferable. The User must ensure that no unauthorized third party is occupying or using the Field rented by the User.
4. Field use is limited to the specified times as noted on the permit. If warm-up time is needed, then that must be included in the rental Application.
5. The User is not allowed to use any Field prior to the start time on the permit and are required to exit the field and have adjacent areas cleaned up at the ending time indicated on the permit.

6. Permits may be revoked if there is failure to follow City regulations or for other reasons determined by, and in the sole direction of, the City.
7. Deerpath Park - Cooler, food and/or beverages are not permitted on the synthetic turf fields. All food and beverage for eating before and after games must be consumed in the pavilion. No outside catering is allowed at Deerpath Park.
8. Alcoholic beverages are prohibited at all Lake Forest Fields, including parking lots or adjacent areas.
9. Smoking and/or vaping is prohibited at all Lake Forest Fields, including parking lots or adjacent areas.
10. The sale or marketing of any products or services is strictly prohibited at all parks, including any parking lots or adjacent areas.
11. Balls and other equipment thrown, batted, kicked or otherwise that land on private property must not be retrieved without the property owner's permission.
12. Property boundary walls, facility walls, and diamond fencing may not be used as backstops or practice areas at any time.
13. All accidents, breakage, or loss must be reported to City staff.
14. The City is responsible for preparing fields and will supply and place goals, pitching rubbers, bases, and goal posts as part of the field set up. No City equipment or property shall be removed from the premises without prior written permission from the City.
15. Moving of any equipment and/or amenities is not allowed unless authorized by City staff.
16. The User must supply their own balls & equipment. Any special equipment, such as a sound system or decorations, must be requested in writing and be pre-approved before the use of a Field, and additional permits or insurance may be required.
17. The User must clean up all trash or other debris at a Field. If recycling containers are available, they must be utilized.
18. No painting of a Field is permitted. Any special markings to fields must be requested and performed by City staff and may increase rental fees. This provision includes field size changes and additional field layouts or setup.
19. The City will have staff on synthetic fields at Deerpath Park. Users must also have an identifiable representative, over the age of 21, on site for the duration of the rental that City staff can contact about any problems or concerns.
20. If additional dates or time is needed to reschedule make-up games, preapproval by the City is required.



21. Automobiles shall be parked only in designated areas. Driveways and entrances must always be clear. The posted speed limit must be observed. No vehicles may be parked on grass at any time. Violators may be ticketed or towed at the owner's expense. Drivers are parking at, and expressly assuming, their own risk of vehicle damage due to an errant ball or object, even if parked in designated areas.
22. The City does not assume any liability or responsibility for property damaged, lost, or stolen on City premises or for personal injuries sustained on the premises during rental of field. All Users and their invitees are expressly assuming all risk of damage to their persons or property by entering upon any Field.
23. The User must provide the City a contact person and phone number who can be notified of game cancellations on the weekends. The contact person will be notified by phone.
24. No pets are allowed on any Lake Forest Field, excluding service animals.
25. To avoid damage, the following are not allowed on any turf surface: long cleats, studs and heels on footwear or chairs, stakes in tents, goals, or other structures, gum, and sunflower seeds.
26. Weather Related Emergencies / Thor Guard System – Refer to the next section below in this policy for documentation of protocol that must be adhered to by any User of City Fields.
27. Frost Delays – No User may enter a Field until all frost has melted.
28. Federal, state, county, and local laws, rules, and regulations, including all City ordinances and policies, must be adhered to by the User and its invitees. Non-compliance may result in consequences up to expulsion from the Field.

## **Thor Guard Lightning Prediction System / Weather Related Emergency Procedures**

The City has installed the "Thor Guard Lightning Prediction System" at most parks in Lake Forest. The system predicts strikes by measuring electrostatic charges on the ground and in the air. The bullets below describe protocol.

When the system predicts lightning in the area, a 15-second warning horn will sound. Depending upon weather conditions, the warning horn may be heard within a two-block radius. Any horn heard means everyone on Field grounds must **seek shelter immediately** to a covered building structure or a hard-top vehicle. All activities on Field grounds must stop when a horn sounds.

After the danger is reduced, an all-clear signal of three short horn blasts will sound. A strobe light located on the Thor Guard system will also flash continuously until the danger has passed.

All patrons are to use common sense when they hear thunder and/or observe lightning in the area and proceed to a safe location. In all cases, patrons must be aware of weather and weather changes and follow the rules outlined in this policy. Failure to follow these rules will result in losing the ability to use the parks and facilities in the future and forfeiture of any deposit fees.