



**This Facility Usage Agreement covers maintenance charges, rental fees, and other rules/regulations governing Complex usage.**

**Fees:** Fees to be paid to the City of Waukee for league games are as follows:

<b>League Games (M-F)</b>	
Competitive/Open Baseball	\$45/game per field
Rec Baseball	\$30/game per field
Competitive/Open Softball	\$35/game per field
Rec Softball	\$30/game per field
Fields will be prepped, chalked and setup before the first game of the night on each field. Baseball portable mounds will be placed by Triumph Park staff.	

**Game Slots Requested:** Number of league games requested shall be submitted to Waukee Parks & Recreation by March 1<sup>st</sup>. There is no guarantee that all requests will be met. Requesting league administrators will be notified of dates and field slots received on or before March 10<sup>th</sup>. League administrators shall provide an official game schedule to Waukee Parks & Recreation on or before April 1<sup>st</sup>. The City of Waukee reserves the right to modify schedules, game locations, fields used, etc. as the need warrants.

**Pre-Season Meeting:** A mandatory meeting shall be held the last week of February with City of Waukee Parks & Recreation staff and the league administrator. Meeting purpose is to review logistics, weather procedures, schedules, fees, policies and other pertinent information.

**Billing:** An invoice shall be sent to the designated league administrator within seven days following the completion of the game slots being filled. The invoice shall be paid within a 30-day timeframe.

**Concessions:** On-site concessions will be operated by the City of Waukee. Coolers are not permitted.

**Traffic Control:** The City of Waukee will provide parking spaces for Triumph Park users and traffic control shall be the responsibility of the City of Waukee. The City of Waukee reserves the right to prohibit or restrict parking of RV's, trailers or any other large vehicles that require more than one parking spot.

**Advertisement:** Any placement of on-site advertising must be approved by the City of Waukee for content and placement.

**Temporary Site Modifications:** Any signage, tents or other items that need to be posted, erected, attached or installed by users or spectators must first be approved by the City of Waukee.

**Use of Special Vehicles:** Use of golfs carts, or other special vehicles needed for league administrators, shall be approved in advance by the City of Waukee. The City of Waukee reserves the right to deny or modify the use of special vehicles as it deems necessary.

**Weather:** The City of Waukee retains all decision making authority in the event of incoming severe weather and reserves the right to halt games in progress, delay start times, alter schedules/field locations and order evacuation of the complex as the need arises.

**Conduct:** The City of Waukee reserves the right to remove any individual or team from the premises for inappropriate conduct. "Inappropriate conduct" shall be the judgment of the City of Waukee. The City of Waukee shall have the authority to restrict individuals or teams from access to the complex and/or set terms that must be met for their return to the complex.

**Insurance:** The operating league shall provide to the City of Waukee a 'Certificate of Insurance' in the amount of one million dollars listing the City of Waukee as additional insured. The insurance certificate shall be provided to the City a minimum of 14 days before the first league game.

***The renter shall be responsible for any and all damage to the facility occurring during the term of the rental.***

***That renter shall indemnify and hold harmless the City of Waukee, its officers, agents and employees, from and against any and all loss, liability or damage arising out of renter's use of the facility, including all costs, expenses and attorney fees incurred in defending any claims arising out of the use thereof, except to the extent that the injuries or damages resulting in such losses or liabilities arise by reason of the negligence of the City of Waukee, their successors or assignees.***

***The renter takes the facility as renter finds it, and voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by renter or any property of any of the undersigned while in, on or upon said facility.***

***Renter shall fully comply with all applicable state laws, city ordinances and rules applicable to the use of the facility.***

The **City of Waukee** and \_\_\_\_\_ executed this agreement for the 2022 league games to be held at Triumph Park.

**City of Waukee**

**Renter**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Assistant Parks & Recreation Director

League Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Waukeee & Triumph Park Staff Contact Information

### Waukeee Parks & Recreation Office

Phone: 515-978-0007

Email: [parksandrecreation@waukeee.org](mailto:parksandrecreation@waukeee.org)

### Matt Jermier

Parks & Recreation Director

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### Josh VandeKamp

Assistant Parks & Recreation Director

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### Joe Carroll

Parks & Recreation Facilities Manager

[jcarroll@waukeee.org](mailto:jcarroll@waukeee.org)

### Jacob Perkins

Recreation Supervisor

[jperkins@waukeee.org](mailto:jperkins@waukeee.org)

\*Contact for ball field rentals & concession stands

### Kyle Chambers

Triumph Park Superintendent

[kchambers@waukeee.org](mailto:kchambers@waukeee.org)

\*Contact for Triumph Park ball field & complex maintenance