



City of the Village of Indian Hill - Facility Use Agreement

All capitalized terms, if not herein defined, shall have the same meanings ascribed to them in the Village of Indian Hill Recreational Facility Use Policy.

I, _____, of _____, Ohio, have requested to reserve certain Facilities under the supervision of the City of the Village of Indian Hill Public Works Department (the "Village"). In connection with that request, I do hereby represent and agree, as follows:

I. IDENTIFYING INFORMATION

Name of User: _____

If organization, Responsible Party Address: _____

Not for Profit? Yes No 501(c)(3)? Yes No

Email Address: _____

Telephone Number: _____ Cell-phone Number: _____

Facility Requested: _____

Date(s) of Intended Use: _____

Time(s) of Intended Use: _____

Detailed Description of Intended Use:

Estimated number of participants: _____

The Village reserves the right to close any Facility for restoration or maintenance, due to poor weather, or for any other reason that the Village determines in its sole discretion requires Facility closure. The Village will make reasonable efforts to notify scheduled teams or organizations of any closure, and will post notice of the closure on its website and weather hotline. Even if a Facility has not been closed, scheduled teams and organizations are

expected to use their judgment and refrain from using the Facility if such action is warranted by the weather or other conditions. Organizations will be responsible for any and all damage to a Facility that occurs during the reserved time.

Facilities are not reservable November – February due to annual facility maintenance.

Priority Scheduling:

Facility Reservation Requests will be determined using the following priority scheduling list, approved by the Village of Indian Hill. *No preference will be given based on previous use or agreement.*

1. Village of Indian Hill, park events and activities
2. Indian Hill Recreation Commission programs, athletic leagues and events.
3. Indian Hill School District sports teams
4. Cincinnati Country Day School sports teams
5. Resident Teams
6. Non-Resident Teams¹

Facility Use Permit Fees Chart

Permit fees apply to all Non-Resident Teams and Facilities.

Fees are per each use and per Facility.

| # of participants | 1 hour | 2 hours | 3 hours |
|--------------------------|---------------|----------------|----------------|
| 0 – 25 | \$100 | \$150 | \$200 |
| 26 – 100 | \$300 | \$450 | \$600 |

II. ASSUMPTION OF RISK

I fully assume any and all risk of injury, damage or death, of any kind, nature, degree or amount, which may result in connection with reserving the Facility (“Reservation”).

III. WAIVER AND RELEASE OF ALL CLAIMS

I do hereby expressly and fully waive, discharge and release the City of the Village of Indian Hill, Ohio, its elected and appointed officials, its officers and employees, and all others working in concert with the City of the Village of Indian Hill, Ohio, against all claims and causes of action, including but not limited to actions based upon negligence, which may arise against the City of the Village of Indian Hill, its elected and appointed officials, its officers and employees and all others working in concert with the City of the Village of Indian Hill as the result of any injury to any person, including death, and damage to any person or property resulting from the Reservation.

IV. INDEMNIFICATION

I do hereby agree to indemnify and hold harmless the City of the Village of Indian Hill, Ohio, its elected and appointed officials, its officers and employees and all others working in concert with the City of the Village of Indian Hill, Ohio who through negligence or intentional conduct on the part of any participant who might be otherwise liable for damages as the result of the Reservation.

¹ Reservations subject to reservation fee, calculated using the Facility Use Permit Fees Chart.

V. INSURANCE REQUIREMENTS

I understand that the following insurance must be maintained at all times during the Reservation, which such insurance shall insure against claims to persons or damages to property which may arise in connection with the Reservation: Commercial General Liability Insurance on an occurrence basis, with coverage at least as broad as ISO Form CG 00 01 12 07, including products-completed operations, and personal and advertising injury, with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence. The following shall also apply to such insurance coverage:

1. **Additional Insureds:** The following shall be named as additional insureds; the City of the Village of Indian Hill, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board/commission members, including employees and volunteers.
2. **Primary Coverage:** For any claims related to this Agreement, the above name User's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the User's insurance and shall not contribute to it.
3. **Verification of Coverage:** User shall furnish the City of the Village of Indian Hill, Ohio a Certificate of Insurance evidencing the coverage requirement herein not less than two (2) weeks prior to the commencement of the Reservation. The City of the Village of Indian Hill reserves the right to require complete, certified copies of all required insurance policies, including endorsements required herein, at any time. The subject Certificate shall include the following language: *The following are additional insureds: The City of the Village of Indian Hill, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured whether other available coverage be primary, contributing or excess.*
The subject certificate shall also contain (a) the Requested Site or the Reservation and (b) the Date(s) of Reservation.
4. **Notice of Cancellation:** Each insurance policy required herein shall provide that coverage shall not be cancelled, except with prior notice to the Village. If lessee receives a notice of cancellation or material change, lessee shall immediately notify the Village.
5. **Coverage Expiration:** If any of the above coverage expires, is cancelled, non-renewed, reduced in coverage, or materially changed during the term of this Agreement, User shall deliver renewal certificates and/or policies to the Public Works Department Superintendent not less than ten (10) days prior to said date of expiration, cancellation, non-renewal, reduction or change.
6. **Modification:** The City of the Village of Indian Hill reserves the right to modify these requirements, including limits, based upon the nature of the risk, prior experience, insurer, coverage, or other circumstances.

VI. DISPOSAL OF TRASH AND WASTE

All trash, waste, and other refuse generated during the Reservation shall be bagged and placed completely within the trash receptacles provided in or at the Facility. In the event that such receptacles are full such that the bagged trash, etc. cannot be placed completely within the same, User shall otherwise legally dispose of the same at another location.

IN WITNESS WHEREOF, I have voluntarily and with full knowledge and understanding of its contents, executed this document on this _____ day of _____, 20____.

Signature

(Printed Name)

Address

Date

Witness:

OFFICE USE ONLY

Total Fees Owed \$ _____

Fee's Paid: _____

Permit # _____ *(please attach copy of approved and paid permit to the use agreement)*

Staff Initial: _____ **Date:** _____

DOCUMENTS RECEIVED AND REVIEWED BY CITY OF THE VILLAGE OF INDIAN HILL

Documents include: Facility Use Agreement Form, roster of participants and coaches with address information, proof of liability insurance listing the Village of Indian Hill as additional insured, and proof of non-profit status.

By: _____

Recreation Program Manager, or designee

_____ Date

ACCEPTANCE BY CITY OF THE VILLAGE OF INDIAN HILL:

CITY OF THE VILLAGE OF INDIAN HILL, OHIO

By: _____

Public Works Superintendent, or designee

_____ Date