

CITY OF ST BONIFACIUS BALLFIELD USE AGREEMENT AND LEASE

Complete an agreement for each field or team request

Applications due March 1st for spring sports and May 1st for summer sports.

The City of St. Bonifacius, Minnesota ("Landlord") and _____
Name of Organization or Group and Address

("Tenant") hereby enter a lease agreement (the "Lease") under the following terms:

Premises.

Landlord shall convey to Tenant use of the real property located at:

- Missile Park, 8822 Wildwood Avenue, St. Bonifacius, MN
- Townsedge Field, 8510 Kennedy Memorial Drive, St. Bonifacius, MN
- Boniface Field, 8660 Wildwood Avenue, St. Bonifacius, MN
- Shirley Logelin Memorial Park, 8973 Partridge Road, St. Bonifacius, MN

(the "Premises"). The rental of the Premises is intended solely for use for ballgames and practices. No other use is allowed without the written permission of the Landlord. The Tenant will make no alterations to the Premises without the written consent of the Landlord. The Tenant shall not store explosive, flammable, toxic or other inherently dangerous chemicals or materials on the Premises. The Tenant shall not sublease any part of the Premises or assign this Lease in whole or in part without the Landlord's written consent.

Approximate Age of team members: _____

Contact Person: _____ Phone: _____ Email: _____

Activity Supervisor: _____ Phone: _____ Email: _____

Person responsible for cleaning dugouts and spectator area and raking of field after use: _____

_____ Phone _____ Email _____

Will admission be charged? _____

Do you want the concession stand to be open to sell food and/or liquor?

COST: Field use for each practice and each game

	Missile Park 8822 Wildwood Ave.	Townsedge Field 8510 Kennedy Memorial Dr.	Boniface Field 8660 Wildwood Ave.	Shirley Logelin Memorial Park 8973 Partridge Road
Each Practice*	\$75.00	\$50.00	n/a	n/a
Each Game*	\$100.00	\$50.00	n/a	n/a
Practice w/ Lights	\$100.00			
Tournament	\$300.00/day			

*Special rate for ISD 110: Missile Park \$25.00 per use for each practice and each game without lights; fee with lights for each practice and each game is \$50.00. Townsedge Field \$25.00 for each practice and each game. Boniface Field \$300/year.

*Game and Practice Costs non-applicable to a St. Boni nonprofit organization, Crown College, and the St. Boni Saints when their team is on the field. Tournament fee of \$150.00/day.

List Each Practice Date and Time Requested: _____

List Each Game Date and Time Requested: _____

(Attach full schedule/additional sheet if necessary-Tenant is required to provide a schedule of dates and times that field is needed prior to season)

Payment: Payment payable to the City of St. Bonifacius is due upon approval of the schedule.

Refund Policy: Refunds given for rain-out events only if the City of St. Bonifacius is notified within 8 calendar days following rain-out event by calling the City Office at 952-446-1061 or email at assistantclerk@st-bonifacius.mn.us. To receive a refund for a canceled event, notice must be given at least 8 calendar days before the event. Refunded at the end of the season.

Rescheduling: Rescheduling may be conducted by contacting the city staff at 952-446-1061. Council approval of the rescheduling is not required.

Liability Insurance: The Tenant shall also maintain Commercial General Liability Insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The Landlord, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured. The Tenant shall deliver to the Landlord a Certificate of Insurance as evidence that the above coverages are in full force and effect. Certificate must be attached upon submittal of agreement.

Indemnification: To the fullest extent permitted by law, the Tenant agrees to defend, indemnify and hold harmless the Landlord, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Tenant's negligence or the Tenant's failure to perform its obligations under this Lease. The Tenant agrees this indemnity obligation shall survive the completion or termination of this Lease.

Responsibility: Tenant's responsibilities include, but are not limited to, all supervision of the intended use described above including clean up after each use, ensuring the condition of the field is suitable to safely conduct the intended use before and after the use, including chalking and raking the field. Provide and secure any first aid equipment or medical attention required.

ALL CITY AND STATE REGULATIONS, LAWS, RULES, AND LICENSING REQUIREMENTS MUST BE ADHERED TO.

By signing this Agreement, _____ hereby agrees to the terms and conditions above.
(Signature of Tenant's Authorized Representative)

Date: _____

Certificate of Insurance naming city as certificate holder date received: _____

Council or staff approval date: _____

Payment received date: _____

8535 Kennedy Memorial Dr., St. Bonifacius, MN 55375
assistantclerk@st-bonifacius.mn.us
952-446-1061