

CITY OF MUSKOGEE
LOVE HATBOX SPORTS COMPLEX
TOURNAMENT/EVENT HOSTING

This Tournament/Event hosting agreement is made and entered into on the _____ day of _____ 200__, by and between the City of Muskogee (City) and _____
“Tournament/Event Director” (TED).

Whereas the City’s Parks and Recreation Department is organized to provide quality, cost-effective events which reflect the needs of the City residents and add value to the community.

Whereas the TED is an individual:

- At least 21 years of age
- In good standings with the City and State of Oklahoma
- Not a felon or convicted of a felony within 10 years
- Agree to possible background check per TED’s expense
- Interested in organizing and promoting a quality event in the form of,

_____ Youth _____ Adult

___ Baseball ___ Softball ___ Soccer ___ Football ___ Other

And, whereas, TED desires to utilize Muskogee’s Sports Complex for the purpose of offering such Tournament/Event and the City is willing to allow such use, both subject to terms and conditions set forth below:

Therefore, in consideration of the foregoing and in accordance with the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. TOURNAMENT/EVENT DIRECTOR (TED) DUTIES:

- A. Standards of Conduct: TED agrees the Tournament/Event may be perceived as a City event and TED and his/her staff may be perceived as being part of the City staff. Therefore, TED agrees he/she will conduct themselves and administer said event according to the highest standards. TED also agrees they shall ensure said staff shall act according to the same high standards. TED & staff are not City employees and are not covered by City Liability/workman’s compensation insurance.
- B. Tournament/Event Date: The date requested by TED is _____, 200__. Requests will not be accepted from persons, organizations, businesses with outstanding debts of any kind to the City, or who failed to adhere to previous agreements. The request date(s) must be presented to the City’s Parks and Recreation Director 30 days before commencement of said tournament/event.
- C. Deposit: A deposit of \$**250** is due to the City upon the signing of this agreement to reserve a requested date. The deposit will be forfeited if the minimum number of teams as set forth below in Paragraph III.C. is not attained, if TED does not hold the tournament/event, or if TED fails to provide notification to the City or adhere to regulations set forth hereunto. This

amount is the event guarantee, and is not to be used for any other purposes. The deposit remainder will be returned at the conclusion of the Tournament/Event.

- C.1. Bidding: If more than one agency/organization/individual are requesting the same dates for a tournament/event, a bidding process may be used. The minimum bidding fee is **\$100**. This process involves a specific amount bidders are willing to present to ensure their use of the facilities. The bidding price is considered along with the character, background, history, and nature of requested tournament/event. This bidding price is now included in the non-refundable event guarantee deposit of the winning bidder.
- D. Insurance: **TWO WEEKS** prior to the first day of the Tournament/Event, TED shall provide the City a certificate of insurance evidencing coverage with minimums of \$125,000 bodily injury, \$25,000 property, and \$1,000,000 General Liability, naming the City and all executors as an additional insured. If such certificate of insurance is not presented to the City, the tournament/event may be cancelled and the total deposit shall not be returned to TED.
- E. Team Entry Fees and Registrations: TED shall retain all team entry fees and registrations.
- F. Rental Fees: Rental fees are outlined in Appendix A. Rental fees are paid directly to the City.
- G. Notification of Participation: **Four** days before the commencement of the Tournament/Event, TED must notify the City's Parks & Recreation Director (P&R Director), via letter, fax, or email, of the number of teams participating in the Tournament/Event and the number of teams that have paid their entry fee. A minimum of **Two** days prior to the commencement of the Tournament/Event, TED shall, by 5:00 pm, forward by hand delivery, email, or fax a complete schedule with game times, fields, UIC, umpires, and any other pertinent scheduling information. If TED fails to provide notification, the Tournament/Event shall be cancelled and the total Deposit and Bid (if applicable) shall not be returned. It is TED's responsibility to confirm receipt of said schedule by the City P&R Director.
- H. On-Site Requirement: TED must be on-site at least one hour before play begins each day and remain on site until the conclusion of games, all clean-up, and shut down. TED and/or his/her designee, all of which must be at least 21 years of age, must be on-site throughout the duration of the Tournament/Event.
- I. Special Needs: TED must communicate any special needs to the City-P&R Director a minimum of **TWO WEEKS** prior the commencement of the Tournament/Event.
- J. Personal Vehicle: No personal vehicles of any sort will be allowed inside the complex.
- K. Decorations: Any decorations, coverings, or changes to the facilities must be approved by the City's P&R Director, and complete removal is TED's responsibility. This includes advertising or posing of advertising.

II. CITY OF MUSKOGEE (CITY) DUTIES:

- A. Tournament/Event Headquarters: Where and when available the City shall provide an area designated as the Tournament/Event headquarters. This area shall include an area for teams to check-in and adequate space for TED to perform administrative tasks.
- B. Tournament/Event Board: The City shall provide a board for posting of brackets, standings, rules, and other information as determined by TED.
- C. Additional Services/Items Provided by City: The City shall provide such services/items, including, but not limited to, those services/items listed in Appendix B. The City shall NOT provide such services/items, including, but not limited to, those services/items listed in Appendix C.

III. TOURNAMENT/EVENT GUIDELINES, RULES, AND REGULATIONS:

- A. Publication of Rules: TED agrees tournament/event and the Love Hatbox Sports Complex rules shall be distributed to all participating teams prior to the start of said Tournament/Event.
- B. Tournament/Event Rules – Behavior and Conduct: TED agrees the tournament/event rules contain provisions ensuring the behavior and conduct of teams, players, coaches, and spectators is appropriately controlled. TED understands the City has final ruling on any and every situation.
- C. Minimum Number of Teams/Participants: The minimum number of teams required is 8. TED agrees to inform the City’s P&R Director by hand delivery, email, or fax **TWO** days prior to commencement of the Tournament a confirmation of number of teams. If the minimum number is not met, the Tournament shall be cancelled.
- D. Tournament Play: It is the desire of the City to hold play between 9:00 am and 9:00 pm. Any exceptions **MUST** be approved by the City’s P&R Director.
 - D.1. It is understood the City’s P&R Director may schedule multiple tournaments/events. Therefore, facilities requested for events must be accurate.

IV. ADDITIONAL INFORMATION ABOUT THE LOVE HATBOX SPORTS COMPLEX:

Additional information relating to the City and the Love Hatbox Sports Complex facilities and their rules available for the Tournament is attached as **Exhibit D**. The TED agrees to review and understand said information and rules.

- V. **INDEMNIFICATION:** TED agrees to indemnify, defend and hold harmless the City, Love Hatbox Sports Complex, their agents and employees, from and against any accident and/or injury, including death, and/or loss of property or damage to neighboring property or any property of TED and TED’s organization, officials, or agents person or property.

- VI. **FINAL AUTHORITY:** The City shall have the final decision in any and all matters, including decisions related to inclement weather and field playability.

APPENDIX A

FIELD/COMPLEX RENTAL

Rental fees/rates are established by the City and Parks and Recreation board and it are subject to change.

- | | | |
|---------|---------------|-------------------------------------------------------------------------------------------------------------|
| Group 1 | Commercial | Agency/individual intends to profit/obtain benefit from use. |
| Group 2 | Philanthropic | Recognized Non-Profit organization with proceeds designated to a charity/organization approved by the City. |
| Group 3 | Agency | Agencies with written agreements with the City for league play. |

FIELD CHARGES

EVENT	GROUP 1	GROUP 2	GROUP 3
Games/Tournament	Per Game Fee \$20	Per Game Fee \$10	Per Game Fee \$10
Camps/Clinics	\$100/field/day	\$50/field/day	\$50/field/day

OTHER CHARGES

Deposit: See (page 2, I.C. and I.C1)

Portable Fence: **If available, the City has enough for 2 fields** - \$100/field for entire tournament

Included: Baseball/Softball fields shall be dragged and lined before play each day.

Soccer fields shall be painted; goals and flags set before play each day.

Fields will be mowed to the City's specifications.

Scoreboards: No one under age 16 is allowed to operate scoreboards. Training must be scheduled with the City prior to tournament commencement.

APPENDIX B

SERVICES/ITEMS PROVIDED BY THE CITY AND LOVE HATBOX SPORTS COMPLEX

This list is in addition to the services listed throughout this agreement.
This list is not all-inclusive.

1. Staff liaison/site supervisor
2. Umpire room and restroom (where available)
3. Tournament Headquarters/office (where available)
4. Concession stand and workers
5. Field preparation, lights, and scoreboards.
6. Provide and maintain lightening prediction alarm system for public safety.
7. Provide all utilities including sewer, electricity, and water.
8. Maintain clean and sanitized restroom facilities.
9. Provide bases, pitching rubbers and home plates.

APPENDIX C

SERVICES NOT PROVIDED BY THE CITY OR LOVE HATBOX SPORTS COMPLEX **SERVICES WHICH ARE THE RESPONSIBILITY OF TED**

This list is in addition to the services listed throughout this agreement.
This list is not all-inclusive.

1. Gate personnel, umpires, scorekeepers, and score books.
2. Facility clean up as indicated in I.O. on page 3
3. Advertising
4. Awards
5. Balls
6. Registration and fee collection

APPENDIX D

ADDITIONAL INFORMATION, CITY AND LOVE HATBOX SPORTS COMPLEX RULES AND REGULATIONS

- **This is not an all-inclusive list.**

1. Any person or persons violating the established Rules and Regulations or constituting a public nuisance at minimum will be asked to leave the facility.
2. Misuse of the Complex or failure to abide rules and regulations shall constitute refusal for future use.
3. The City has the right to terminate a tournament/event at any time due to violations of rules.
6. Everyone is reminded to show proper respect to all others. This includes all umpires, referees, players, spectators, and all tournament officials.
8. Handicap parking must be respected. Vehicles parked illegally will be towed at the owner's expense.
9. Parents – Do not leave children unattended. Children must be under adult supervision at all times. Do not send children under to the concession, restroom, or parking lot without supervision.
10. No hitting, throwing into fences, nets, or buildings. Exceptions (example: wiffle type into netting).
11. Illegally parked vehicles will be towed at the owner's expense.
12. Parking lot speed limit is 5 mph.
13. Lock your cars. The City is not responsible for lost or stolen items or for damage occurred by hit, thrown, or moving objects.

APPENDIX D CONTINUED

The City and the Love Hatbox Sports Complex **ABSOLUTELY PROHIBITS** the following on the premises which includes all parking areas.

- Firearms or weapons of any kind
- Alcohol including 3.2 beer

- Tobacco, including cigarettes, cigars, pipes, and chewing tobacco
- Illegal narcotics and drugs of any kind
- Pets of any kind. Exception for handicap necessity
- Glass containers
- Horns, whistles, clackers, or any other artificial noise makers
- Bikes, skateboards, skates
- Motorized vehicles of any kind. Exception for handicap necessity
- Food and/or drink may not be brought into the Sports Complex: Exception – One team water jug to contain volume form of water or sport drink types of liquid. No cans or bottles.
- Warming up (playing catch, throwing, or hitting) except in designated areas.
- Inappropriate language, actions, comments, sportsmanship, or gestures of any kind. Including chanting or cheers deemed inappropriate.
- Violent behavior be it verbal or physical
- Littering. You don't want people throwing trash in your yard or house and neither do we
- Climbing, hanging, sitting, walking, or standing on/over trees, shrubs, fences, netting, dugouts, or buildings.

TOURNAMENT/EVENT RESERVATION CONTACTS

Agency/Organization _____

Tournament/Event Director (TED) _____

Home Phone: _____ Work Phone: _____ Cell: _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____ Web Site: _____

Additional Contact Person: _____

Home Phone: _____ Work Phone: _____ Cell: _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____

City of Muskogee, Oklahoma (City)
Love Hatbox Sports Complex
Parks & Recreation Director

By: _____

Tournament/Event Director (TED)

By: _____

TOURNAMENT/EVENT FIELD RESERVATION WORKSHEET

This form **MUST** be completed and returned to the City’s P&R Director at time of reservation.

Group Category: _____ Explanation/Description: _____

Youth Event Adult Event Baseball Fast Pitch Softball Slow Pitch Softball

Youth Events: U8 U9 U10 U11 U12 U13

U14 U15 U16 U17 U18

Yes No This tournament will be a “Sanctioned” Tournament

If yes, then list the sanction(ing) bodies: _____

Requested Baseball Fields:

Fields 1-4 200’ grassed baseball # of fields requested _____

Fields 5-8 150’ T-Ball # of fields requested _____

Field 9&10 320’ grassed baseball # of fields requested _____

Requested Softball Fields:

Fields 1-4 230’ skinned softball # of fields requested _____

Fields 5-8 300’ skinned softball # of fields requested _____

Requested Soccer Pitches (Fields):

U6 30’ x 20’ # of fields requested _____

U8 50’ x 30’ # of fields requested _____

U10 80’ x 50’ # of fields requested _____

Adult 130’ x 90’ # of fields requested _____

Requested Football Fields:

Fields North & South (regulation) # of fields requested _____

TOURNAMENT/EVENT FEE WORKSHEET

_____	Deposit			
_____	Additional Bidding (If applicable)			
_____	Per Game Fee _____ # of Games	x	\$20/game Group 1 \$10/game Group 2&3	
_____	Portable Fence _____ # of Fields	x	\$75/Field	
_____	Sub Total			
_____	Less deposit return or other negotiated fees			
_____	TOTAL			