

PLANTE'S FERRY PARK DIAMONDS USAGE APPLICATION

Tournament Contract
Full Diamond Rental

Approved:

Yes: ____ No: ____

Date: _____

Field Usage Fees:

Entire Complex \$3,000 rental fee includes 5 diamonds for up to 2 days of use.

\$350 rental fee per diamond per day if not utilizing the entire complex.

\$50 Field Maintenance fee will be added for all additional field maintenance throughout each day of the event. Field Maintenance is required at maximum every three games.

Additional fees may be applied if the event leaves excess garbage or other items at the facility.

Deposit Deadlines/Policies:

Reservations:

Reservation requests must be made 60 days in advance. Weekend usage will be based on availability and Board approval.

Deposit:

A 50% deposit is due with submission of this application. The balance is due no later than 30 days prior to the event. Unpaid invoices will be assessed a 10% late fee on the outstanding balance.

Please send deposit to:
Spokane Indians Youth Baseball and Softball (SIYBS)
800 N Hamilton St Ste 201
Spokane, WA 99202

Cancellations:

A minimum of 30 days' notice is needed on any cancellations. There is no refund of the deposit should the notice to cancel be given within 30 days of the event. There is no refund of the entire tournament rental fee if the event is canceled within 10 days of the predetermined event start date as outlined in this Agreement.

Name of Event Organizer: _____ Phone: _____

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

Cell Phone: _____ Email: _____

Person in Charge (If different from above): _____

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

Cell Phone: _____ Email: _____

Dates of Facility Use: _____ Hours of Use: _____

Event Name: _____

Description of Event: _____

of people expected: Participants Spectators Total

Field Requests:

___Field 1 ___Field 2 ___ Field 3 ___Field 4 ___ Field 4

Base Length:

Pitching Distance:

Pitching Mound:

___ 60' ___70'

___ Y ___ N

Complex/Building Requirements:

Included in Entire Complex Usage Fee:

- All five diamonds
- Restrooms by Field 4 and Field 5
- Trash disposal

Additional Requirements for Entire Complex Usage:

Tournament Documentation

Organization must provide copies of the following documentation and information for tournament events:

- Certificate of liability insurance with SIYBS listed as the certificate holder.
- The number of teams participating in tournament activities and the intended game schedule outlining start and stop times per fields must be provided at least 7 days prior to the start of the event.
- Games cannot be scheduled to start earlier than 8 AM.
- A \$100 per day penalty will be applied if the required documentation is not provided by the deadline.

Porta-Potties:

Entire complex rental requires 6 Porta-Potties (5 regular and 1 handicapped). The number

required is determined by the number of event participants. Porta- potties must be cleaned at the end of each day of the event. Please check one option below:

Please check one option below:

_____ Tournament Director will schedule and pay for services directly with the vendor.

_____ SIYBS will provide porta-potties through a contracted vendor*

*Applicant will be billed for cost plus 20%.

Parking:

- Parking may be collected at all events. Parking is collected by the association or a third party. Parking revenue is used directly for facility maintenance as directed by the contract between Spokane County Parks and Recreation and SIYBS.
- The parking fee is \$10 per day or \$15 for the weekend (up to 3 days), cash only.
- RV Parking availability is limited. Please see the RV policy on the Plante’s Ferry Sports Complex website for rules and pricing.
- The applicant agrees to post on their website and provide a copy of a communication to tournament attendees communicating the terms and cost of parking at the facility at least 30 days in advance of the event start date.
- 10 free passes will be provided for tournament staff; additional passes are optional and available for pre-purchase.
- Other facility users during the scheduled event may share event parking.

Additional Options:

Mobile Vendors:

- All Mobile Vendors must sign a Mobile Food Vendor Agreement and submit the following documents:
 - Business License
 - Proof of Insurance with SIYBS listed as the certificate holder
 - Food Handlers Permit
- If vendors require connection to power through SIYBS, vendors will be charged \$100 per day.

Please list vendors and what they would provide below:

Referees/Required Officials:

- Tournament Director is responsible for obtaining and payment of the referees/required officials needed for the tournament.

Security:

- SIYBS must be informed of any additional security requirements outside of the hours of 6 am to 10 pm not later than 30 days prior to the event and are subject to charge by SIYBS.
- Tournament Director will schedule and pay for any additional or overnight security services directly with the vendor.

Plante's Ferry Guidelines:

1. Maximum number of teams that Plante's Ferry can accommodate is 75. If the event has more than 75 teams, then it is the responsibility of the Tournament Director to secure other locations to accommodate the additional teams.
2. SIYBS will provide a 24-hour emergency phone number for use during the event.
3. The Event Organizer shall not place any permanent advertising signs or banners on or about Plante's Ferry without SIYBS's prior written consent which consent may be withheld in SIYBS's sole and absolute discretion. Temporary signage or banners shall be immediately removed following completion of the event.
4. A representative of the Event Organizer will be required to attend a pre-event walk through and a post-event walk through of the facility with a SIYBS staff member.
5. Dogs and other animals are ***NOT*** allowed at Plante's Ferry Sports Complex during organized events. Only service animals are allowed. This must be advertised by the Event Organizer.
6. Insurance – All events shall secure, at no expense to SIYBS, a comprehensive general liability policy issued by one or more companies with an A.M Best's rating of A-VII and authorized to provide insurance in the State of Washington. Please provide a copy of the certificate of insurance with the application. Certificate of insurance must list Plante's Ferry Sports Complex, SIYBS, and Spokane County and their officers, agents, and employees as additional insured with general liability limits of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, and shall include products, completed operation, personal injury, and fire damage.
7. SIYBS has sole discretion regarding the playability of the fields. SIYBS will consult with the Tournament Director regarding the playability of fields. SIYBS must consider playing conditions that could cause safety hazards for users, field maintenance, field wear and tear, and cost recovery thereof when canceling use of the fields at Plante's Ferry. Should the Tournament Director and SIYBS not agree on the playability of field conditions, a third-party expert (current head of referee assigning) shall be brought in to determine playability outcome. SIYBS reserves the right to cancel a tournament should any unforeseen circumstances outside of SIYBS's control prevent the use of fields. Unforeseen circumstances include, without limitation, an act of God, which shall include poor air quality, snow storm, flooded fields, thunderstorms, earthquake, tornado, or other similar extraordinary interruption by a natural cause; present or future governmental restrictions, regulation or control; governmental order or decree related to a state of emergency or to an epidemic, pandemic or other viral outbreak; or any governing body prohibiting play because of an epidemic, pandemic or other viral outbreak. Should SIYBS need to cancel a tournament 72 hours or more prior to the tournament start due to field playability, unforeseen circumstances or field wear and tear, tournament fees will be refunded based on the proportion of days canceled: For tournaments that are fully canceled by SIYBS, fees will be fully refunded. SIYBS shall not be liable for any damages incurred by the Event Organizer because of cancellation by SIYBS for field playability, unforeseen circumstances or field wear and tear. The Event Organizer's sole remedy is a refund of fees paid to SIYBS.
8. Tournament Directors are responsible for informing all teams, coaches, participants, and officials the policies, procedures, rules, and regulations of the facility. The Event Organizer shall comply with all laws, statutes, ordinances, rules and regulations of any applicable federal, state, county or municipal governmental authorities and agencies and shall obtain, at its own cost and expense, all federal, state, county or municipal approvals, licenses, permits and certificates necessary for Event Organizer's proposed use of Plante's Ferry.
9. Event Organizer shall not sell any consumables. The Event Organizer may sell t-shirts, sweatshirts and hats promoting the tournament. The Event Organizer may secure mobile vendors to sell consumables per the mobile vendor section of this Agreement.
10. SIYBS is not responsible for any personal property loss or damage to vehicles. To the fullest

extent permitted by law, User agrees to indemnify and hold harmless SIYBS (including SIYBS's employees, volunteers, officers, directors, and board members) from all claims, liabilities, expenses or obligations of every kind and description, contingent or otherwise, including but not limited to, all cost of defense of such claims, liabilities, expenses or obligations of every kind, arising from or in any way relating to any claim made against SIYBS (including SIYBS's employees, volunteers, officers, directors and board members) by any person or entity for personal injury or property damage that results directly or indirectly from any act, incident or accident occurring in, upon or about Plante's Ferry relating to the event, or as a result of acts, errors or omissions of the Event Organizer. To the fullest extent permitted by law, User further waives all claims against SIYBS (including SIYBS's employees, volunteers, officers, directors, and board members) on the account of any loss, damage, or injury from whatever cause which may occur in relation to the event. This indemnification and waiver provision shall survive termination of this Agreement.

11. No private vehicles may be driven on the grass without prior consent from SIYBS. If the tournament is using golf carts during the facility rental, carts MUST always stay on the paved paths in the facility and users driving must be of legal driving age.
12. Users, its members, guests, and invitees will show respect and sportsmanship toward the facility and facility staff. No climbing/hanging on fences or backstops.
13. Use or distribution of any of the following is expressly prohibited within Plante's Ferry: (a) narcotics, marijuana or other illegal drugs or substances; (b) pornographic movies, magazines, newspapers or other pornographic media; (c) cigars or cigarettes; (d) fire or any type of fireworks and/or explosives; and (e) alcoholic beverages.
14. Amplified sound must be kept at a reasonable volume. Any complaints from the surrounding neighborhood will void all amplified sounds from the event or future events. "Play-by-play" announcing is prohibited.
15. The Event Organizer must leave the park/facility in satisfactory condition (clean and free of damage). All litter and garbage must be disposed of properly. The Event Organizer shall be responsible for all damages to the facility, including the cost of repair, replacement, clean up, and SIYBS's lost revenue if closure is needed.
16. In the event this Agreement is placed with an attorney for collection of fees and charges, SIYBS shall be entitled to its attorneys' fees and costs incurred for such collection whether or not suit is initiated. In the event it is necessary for any party hereto to institute suit in connection with this Agreement or the breach thereof, the prevailing party in such suit or proceeding shall be entitled to reimbursement for its reasonable costs, out of pocket expenses, and attorneys' fees incurred, including costs, expenses and attorneys' fees incurred on appeal.
17. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
18. This Agreement is entered into in Spokane County, State of Washington, and shall be construed and interpreted in accordance with its laws without regard to its conflict of law provisions. This Agreement and any dispute relating thereto is exclusively subject to the jurisdiction of the state and federal courts located in Spokane County, Washington.
19. This Agreement may be executed in counterparts which, when taken together, shall constitute one agreement. The parties may use facsimile or electronically scanned signatures to expedite the transactions contemplated by this Agreement and to execute this Agreement. Each party agrees to be bound by his/hers/its facsimile or electronically scanned signature. Each Party waives any defense to the enforcement of this Agreement, along with the enforcement of any other document related to or affecting this Agreement, which is based upon the fact that a signature was sent via facsimile or via electronic means.

The undersigned hereby makes application to the SIYBS for the use of the facilities described above and certifies that the information given in the application is correct.

The undersigned further states that he/she has the authority to make this application for the Event Organizer and agrees that the Event Organizer will observe all the rules and regulations governing the use of Plante's Ferry. The Event Organizer further agrees to accept the facilities in their present condition, and to exercise the utmost care in the use of said facilities.

Payments of fees are due and payable upon receipt of billing to: SIYBS, 800 N Hamilton St Ste 201., Spokane, WA 99202.

Signature of Applicant/Event Organizer Authorized Representative

Date:_____

Signature of SIYBS Authorized Representative

Date:_____
