

**Plantes Ferry Park Diamonds
Application and Usage Agreement
For Non-Tournament Activities
March 15th - October 31st**

I. APPLICATION

Name of Applicant/Organization: _____
(hereinafter referred to as "User")

Contact Person(s): _____

Contact Phone(s): _____

Organization Phone (if different from contact phone): _____

Contact Email(s): _____

Field requests* open for all users on the below dates for the below months. All requests must be submitted in electronic format to info@siyb.org by 5:00pm on the date(s) below:

- Submission due 01/05/2025 for March 15, 2025 (as weather permits) - May 31, 2025
- Submission due 05/05/2025 for June 1, 2025 – August 31, 2025
- Submission due 08/05/2025 for September 1, 2025 – October 31, 2025

II. RENTAL AND USAGE FEE SCHEDULE _____ (Initial)

Field Rental:

Practice Field \$25.00 per hour

Field Prep \$40 per field (water, drag, rake, etc.)

III. AGREEMENT

This Plante's Ferry Park Application and Usage Agreement (this "Agreement") is made this ____ day of _____, 2025 (the "Effective Date"), by and between Spokane Indians Youth Baseball and Softball (SIYBS) and User (as defined in the "Application" section above). SIYBS and User may herein individually be referred to as a "Party" and collectively as the "Parties."

SIYBS operates and maintains the athletic fields and facilities and programs at Plante's Ferry Park which is now known as the Plante's Ferry Sport Complex ("Plante's Ferry").

Users desire to use Plante's Ferry for team sports related activities on the terms conditions set forth in this Agreement and the Rental and Usage Fee Schedule set forth above.

NOW, THEREFORE, for and in consideration of the Usage Fee (described below) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SIYBS grants User the right to use Plante's Ferry on the following terms.

- 1 **Usage Fee.** User agrees to pay to SIYBS a rental and/or usage fee (collectively, "Usage Fee") in accordance with the Rental and Usage Fee Schedule set forth above and incorporated herein by this reference (the "Fee Schedule"). The Usage Fee is due and payable upon receipt of an invoice from SIYBS at 800 North Hamilton St Ste 201, Spokane, WA 99202. A late fee of one and a half percent (1.50%) will be assessed on any sums outstanding thirty (30) days from the date of the invoice. Full Usage fee, or a partial deposit, may be required to be paid in advance of the use of Plante's Ferry, at the discretion of the SIYBS Board of Directors, due to late payment history.
_____(Initial).
- 2 **No Dogs or Pets.** It is the responsibility of the User to inform its members and guests that no animals are allowed at Plantes Ferry during practices, games, tournaments or other events unless they are a registered service animal.
- 3 **Usage Term.** SIYBS hereby grants User a non-exclusive, limited license to use Plante's Ferry from the Effective Date through October 31, 2025 ("Usage Term"). In no event, shall this Agreement or the use of Plante's Ferry by User be construed to create the relationship of landlord and tenant between SIYBS and User. User acknowledges that without the express written approval of SIYBS, no rights exist or may be implied to extend the use of Plante's Ferry beyond the Usage Term.
- 4 **Use.** User accepts Plantes Ferry in its as-is, where-is condition. User shall use Plante's Ferry during the Usage Term for the sole purposes of conducting team sport related activities, including, but not limited to, games, tryouts, camps/clinics, training, and/or officiating training. No more than two sports teams may utilize any one athletic field at a time (maximum of 40 people).
_____(Initial) User shall not cause or permit any action to be taken by User or any of its volunteers, board members, agents, contractors, employees, servants, concessionaires, invitees, licensees, guests, customers, players or spectators (collectively, "User's Employees and Guests") that may damage or deface Plante's Ferry, including, but not limited to, its landscaping, fixtures, equipment, or furnishings contained thereon or therein, or otherwise decrease the value of the same. User shall be solely responsible for any and all damages to Plante's Ferry arising from User's and User's Employees and Guests' use thereof except normal wear and tear.
- 5 **Notice.** User is required to give SIYBS advance notice of when User intends to use Plante's Ferry if the scheduled use of Plante's Ferry is for the following: tryouts, clinics, and camps. ____ (Initial)
- 6 **Scheduling and Availability.** User shall email info@siyb.org to schedule the use of Plante's Ferry, including the athletic fields and facilities, during the Usage Term. All scheduling requests and schedule changes shall occur at least 7 days prior to User's intended use. Any schedule requests and/or schedule changes made with less than 7 days' notice of User's intended use will require an additional schedule change fee ____ (Initial). User's requests will be accommodated as reasonably as possible. User acknowledges and agrees that the User's use of Plante's Ferry may be modified by SIYBS in SIYBS's sole and absolute discretion based upon field and facility availability and conditions. In the event field conditions warrant no use as determined by SIYBS in its sole and absolute discretion, User agrees to not use Plante's Ferry during the period of no use and no Usage Fee shall be due SIYBS by User for the period of no use.
- 7 **Priority of Use.** The Parties acknowledge that Plante's Ferry shall be used primarily for baseball and softball play. With this goal in mind and keeping in mind field maintenance, field wear and

tear and cost of recovery thereof, SIYBS has developed, through an open, public process, a scheduling policy for use of Plante's Ferry taking into account the following priorities in the following order: (a) youth baseball and softball services for boys and girls within SIYBS; (b) other youth baseball and softball organizations; (c) Spokane County recreation program use; and (d) community events and sporting activities that may be compatible with Plante's Ferry. The rental of the facilities and fields will be subject to the priorities set forth in this paragraph.

- 8 **Maintenance**. Except as otherwise provided herein, SIYBS shall maintain Plante's Ferry for public use.
- 9 **Cancellation**. Cancellation by User must be submitted in writing via email to info@siyb.org. In the event User cancels (full or partial cancellation) the use of Plante's Ferry, User shall be responsible for the Usage Fee relating to such cancellation unless such cancellation occurs within the following timelines: 7 days prior to the reserved time (change fee may still apply).
_____ (Initial)
- 10 **Emergencies**. In the event of an emergency, User agrees to comply with directions of SIYBS staff and the posted emergency action plans on site.
- 11 **Termination**. SIYBS reserves the right to terminate this Agreement at any time, including, without limitation, after the commencement of the Usage Term, if SIYBS determines that User has violated any of the terms or provisions of this Agreement.
- 12 **Trash**. User is responsible for picking up all trash and litter from the playing field and/or facility and surrounding area after each use.
- 13 **No Assignment**. This Agreement nor the use of Plante's Ferry by User may be assigned or sublet to any other party without the express written consent of SIYBS whose consent will not be unreasonably withheld.
- 14 **Parking**. User acknowledge and agree that the designated parking areas are operated and maintained by SIYBS. No parking fees may be assessed by User. Gates will be opened after sunrise and locked after dark seven days per week. After-hours access will not be provided.
- 15 **Alcoholic Beverages**. User acknowledges and agrees that alcoholic beverages are not permitted at Plante's Ferry (including the parking areas).
- 16 **Adult Supervision**. User must designate representative adult(s) to be present during any and all practices and/or games for groups under the age of eighteen (18).
- 17 **Loudspeakers**. Loudspeakers and/or amplified sound equipment must be reasonably used and be compatible with the residential neighborhood. All public-address system use for athletic events must pertain to the game being played. "Play-by-play" announcing is prohibited.
- 18 **Advertising and Solicitation**. User 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 each use by the User.

- 19 **Compliance with Laws.** User shall comply with all laws, statutes, ordinances, rules and regulations of any applicable federal, state, county or municipal governmental authorities and agencies ("Laws") and User shall obtain, at its own cost and expense, all federal, state, county or municipal approvals, licenses, permits and certificates ("Permits") necessary for User's proposed use of Plante's Ferry. User acknowledges that it is User's sole responsibility to determine which, if any, Laws and/or Permits may apply to User's proposed use and SIYBS undertakes no responsibility or liability to User in connection with such determination. In the event that SIYBS notifies User of any particular additional rules or regulations of SIYBS that may apply to User's proposed use and that are not otherwise set forth in this Agreement, User will comply fully with any such additional rules and regulations.
- 20 **Insurance.** User shall not use Plante's Ferry in any manner whatsoever that would violate SIYBS's insurance policies or would cause SIYBS's insurance premiums to be increased. Without limiting any of the foregoing, User expressly acknowledges and agrees that the possession, 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. It is understood and acknowledged that SIYBS is not required to supply any insurance coverage or any security or protection services whatsoever to User. Accordingly, SIYBS shall not be liable to User or any of User's Employees and Guests who may enter Plante's Ferry in connection with User's use of Plante's Ferry. To the extent that User desires any security services, protection services, or any casualty or liability insurance coverage, User shall obtain the same at its sole cost and expense.
- 21 **Entire Agreement.** This Agreement represents the entire agreement among the Parties, and there is no agreement, either oral or in writing, which modifies the terms of this Agreement. No statement, promises, or inducements made by any Party to this Agreement or any agent of any Party that is not contained in this written Agreement shall be valid or binding. Any enlargement, modification or alteration of this Agreement is binding only if executed in writing and signed by the Parties.
- 22 **Authority.** Each of the individuals signing this Agreement specifically represents and warrants that they have authority to bind the Parties to this Agreement. User is required to provide a signed resolution, signed board minutes or fully executed bylaws showing the signer is authorized to enter into binding contracts for User.
- 23 **Force Majeure.** If User is unable access or use Plante's Ferry as a result of 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 User's baseball and softball or other governing body prohibiting play because of an epidemic, pandemic or other viral outbreak (collectively, a "Force Majeure"), then User shall be excused from performance hereunder for a period of the delay caused by the Force Majeure and the period for the performance of such act shall be extended for a period equivalent to the period of such delay only to the extent Plante's Ferry is then available for User to use as contemplated herein. The provisions of this Paragraph excusing or delaying performance because of a Force Majeure shall not excuse User's requirement to timely and promptly pay Usage Fees already incurred and cancellation fees and other similar fees due to SIYBS in accordance with the terms of this Agreement.

- 24 **Governing Law; Jurisdiction and Venue.** 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.
- 25 **Severability.** 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.
- 26 **Attorneys' Fees.** In the event this Agreement is placed with an attorney for collection of fees and charges, including but not limited to Usage Fees, 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, or its authorized representative, successor or assign, 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.
- 27 **Counterparts and Execution.** 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.
- 28 **Indemnification and Waiver.** 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 any and 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 as a result of User's or User's Employees and Guests use of Plante's Ferry, or as a result of acts, errors or omissions of User or User's Employees and Guests, or arising in connection with the operations, use and occupancy of the Plante's Ferry by User or User's Employees and Guests. 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 to User, User's property or User's Employees and Guests in the use and occupancy of Plante's Ferry, except for User's claims arising solely out of SIYBS's (including SIYBS's employees, volunteers, officers, directors and board members) gross negligence, the delivery of this waiver being one of the considerations upon which this Agreement is accepted. This indemnification and waiver provision shall survive termination of this Agreement and/or completion of the Usage Term.

The Parties have executed this Agreement as of the Effective Date.

SIYBS:

User:

Spokane Indians Youth Baseball and Softball

By: _____

By: _____

Its: _____

Its: _____

