

CITY OF HAPPY VALLEY (COHV) JOINT USE AGREEMENT



This Joint Use Agreement is entered into by and between the City of Happy Valley, a municipal corporation of the State of Oregon, hereinafter call the City and

(Name of Club/ Sports Organization)

The purpose of this agreement is to provide for the cooperative use and maintenance of the City of Happy Valley Park sports fields. A map of the sports fields is attached.

This agreement is effective _____ to _____

The City agrees to provide the following maintenance:

- Clean and maintain restrooms & furnish restroom supplies
- Maintain the irrigation system
- Mow, trim, and seed fields
- Maintain all fencing
- Maintain all water fountains
- Provide garbage cans and dumpsters

The sports organization agrees to:

- Reserve fields and pay set fees prior to use
- No transference of field reservations to another league, organization or club
- Provide the City with copies of Team Rosters
- Follow all Park Rules as set in Ordinance 222.
- Stripe and line fields (Soccer and Football) and stripe, line and drag infields (Baseball)
- Monitor fields for trash
- Designate and advise the City of an individual who will be an "Organization Representative"
- Assign a team representative who will monitor bathrooms during organized events
- Contact and obtain approval of City prior to any maintenance or service work on the fields
- Contact and obtain approval of the City prior to any erection and/or building of any structure in the park
- Will provide the City with proof of General Liability coverage which names the City of Happy Valley, its Elected and Appointed Officials, Officers, Agents, Employees, and Volunteers are covered as Additional Insured using the appropriate endorsement

Failure of the club/organization to abide by these above conditions may result in suspension of field use.

"I the undersigned agree to the following terms and conditions of this permit:

"Indemnification: Permittee agrees to indemnify, save and hold harmless City, its councilors, officers, agents, employees and insurers (hereinafter collectively referred to as "City") from and against any and all liability claims, demands, damages, expenses, fees (including attorneys', accountants', and paralegal fees), fines, penalties, suits, proceedings, actions, and causes of action (collectively "Costs") which may be imposed upon or incurred by the City due to the acts or omissions of Permittee, its employees, agents or others subject to its direction or control.

"Duty to Defend: Permittee, at its sole expense, agrees to defend any and all actions, suits, and proceedings (with counsel acceptable to City) relating to matters covered by the indemnity set forth above which may be brought

against the City or in which the City may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the City in any such action or proceeding.

"Evidence of Insurance: Permittee shall provide evidence of insurance to the City with the City, its elected and appointed officials, officers, agents and employees named as an Additional Insured. Permittee shall provide evidence of General Liability of not less than \$2,000,000 combined single limit, per occurrence, for injury or death to any person or damage to property and \$2 million aggregate.

"Warranty of Authority: The individuals executing this Agreement on behalf of Permittee warrant that they have full authority to execute this Indemnification Agreement on behalf of Permittee."

Signed: _____, Applicant/Responsible Party

(Name of Club/Organization)

(Date)

(Address)

(Phone number)

(Email)

Signed: _____

(COHV Employee)

(Date)

(Title)

Date Received: _____

Deposit Amount Paid: \$ _____

APPROVED- Application Complete Remaining Balance: \$ _____

DENIED - Reason for denial: _____

Signature of COHV Employee

Date

Invoice Sent: _____ Balance Received: _____