

# Watertown Parks, Recreation, and Forestry Department

514 S. First Street / Watertown, WI 53094 920-262-8080 office / 920-262-8087 fax

# **2025** General Facility Use Contract

Organization Name	
Contact Name	
Contact Phone #	
Contact Email	
Event Dates	
Event Location	

This contract applies to all renters of diamond/field/court/complex facilities in the city of Watertown; and whereas the organization name listed above will be hereinafter referred to as "the renter" or "renters," and the Watertown Parks, Recreation, and Forestry Department referred to as "the department."

#### **SERVICES**

The department will provide a clean and prepared facility including restrooms and refuse containers. Ball diamonds, courts, and fields must be prepared and marked by the department's staff on weekdays, or Friday for a Saturday start (games and tournaments only). The renter will be responsible for their own preparation on weekends & holidays, if applicable. The department will remove bagged refuse and recyclables from the premises daily. The department will also provide initial trash can liners, soap, paper towels, and toilet paper.

#### **SCHEDULING**

Programs and events sponsored by the department will have priority when scheduling. Other tournaments and events may be scheduled using this contract starting September 1 for the following year according to the following criteria:

- 1. Previous renters in good standing will have an opportunity to schedule on the same dates they used the previous year.
- 2. New renters deemed to be appropriate for the use of these facilities by the department's administration.

**Hours of Use:** Park hours are 5 am to 11 pm. Ball games should not be scheduled prior to 8 AM and should end by 10 PM.

All contracts and schedules are due by October 1, 2024 for facility use in the following season. Specific facility use details (times, dimensions, equipment, etc.) are due 30 days prior to the reservation. All other reservations will be subject to availability on a first-come, first-served basis. Rain dates may not be prescheduled.

#### **CANCELLATIONS**

The department should be notified of any and all reservation cancellations, unrelated to weather, at least 14 days prior to the reservation. Rescheduling and scheduling new reservations will be completed by the department when notified by the Renter and is subject to availability.

#### **FEES**

Fees are determined by the department Fee Schedule and are subject to change at any time. Fees associated with the reservation (including, but not limited to, field rental, concession stand rental, and supplies) must be paid within 30 days after the reservation. Failure to do so will result in forfeiture of the next year's reservation. Any cancellations within 14 days of a reservation, including due to weather, will be billed according to the Fee Schedule.

Additional supplies and equipment the department agrees to provide will be charged to the renter. Also, any additional cost of cleanup required by the department due to the operation of the renter's events will be billed to the renter in accordance with the Fee Schedule. Any additional fees must be paid within **30 days** after reservation.

#### **Condition of Facility Use:**

A Condition of Facility Use Agreement may be signed by the renter indicating donations to the department in which regular rental fees are waived. Agreements are to be approved by the Park, Recreation, and Forestry Director and Commission before facility use contracts will be accepted for the following year.

#### CONCESSIONS

If the renter is interested in providing or selling concessions, please use the Concession in Parks Permit.

#### **CLEANING**

- 1. <u>Litter/Grounds</u> The renter is responsible for keeping the diamonds/fields/courts/complex litter free and should do a complete litter pick up at the end of each day's games.
- 2. <u>Bagged Garbage</u> All refuse should be bagged in bags provided by the department. Full bags should be left in a designated, central spot at each location determined by department staff and renter, for pick up by department staff.
- 3. <u>Concession Stand and Equipment</u> The concession stand should be kept reasonably clean during the hours of operation by the concessions operator. At the end of each day the stand and equipment should be cleaned to a standard at which it was when opened. Grease from food preparation should never be disposed of in any drains in the building or anywhere else on the premises. All doors should be locked prior to leaving the facility.
- 4. <u>Bathrooms</u> The department will provide clean bathrooms at the start of each day. The department will also provide initial trash can liners, soap, paper towels, and toilet paper which the renter will replace, on an as-needed basis, at additional cost. The cleanup of unexpected messes during the course of the day should be cleaned by the renter.
- 5. Grills/Charcoal Safely dispose of any charcoal in the receptacles marked charcoal.

#### WEATHER CONDITIONS AND PLAYABILITY

The department will evaluate conditions and make final decisions regarding the playability of the diamonds/fields/complex during times of adverse weather conditions on weekdays until 3pm. Evaluations and playability after 3pm on weekdays and weekends will be handled by the

program/event coordinator; if play does occur, the renter will accept all responsibility for any damage which may occur. Fields are rented and billed rain or shine.

The renter may hand rake or use an approved drying agent but should never:

- 1. Disperse standing water onto any grass areas
- 2. Rake saturated dirt off the playing surface
- 3. Use any power equipment on the fields without permission
- 4. Attempt to use any type of flammable substance to aid the drying
- 5. Use any other tactics that could jeopardize the continued quality and contour of the playing surfaces or facility

In the event of a large weather event (e.g. flooding, tornado, etc.), the department will determine playability and accept responsibility for the condition of the fields.

#### **ACCESS**

The department will provide the keys necessary to access any areas needed for the operation of the event(s). The renter should make arrangements to pick up keys at least two days in advance of the event(s). All keys must be returned to the office or placed in the drop box located at the front of the main entry doors at 514 S. First St. by the next business day.

The renter may charge for specific tournament or event parking at Brandt-Quirk Park, provided the general public is able to access the lot and park for free and the soccer complex parking is also available for public parking.

In an emergency, members of the Park & Rec Department may be contacted:

- 1. Kristine Butteris 920-342-0403
- 2. Jeff Doyle 920-285-0242
- 3. Andrea Draeger 920-567-8157

#### **GENERAL MAINTENANCE**

At the end of the renter's event(s), the renter is required to rake dirt into depressions around home plate and the pitching rubber and any other areas as needed. At Washington Park, at the end of the event(s), and after any field maintenance, tarps must be placed and secured over home plate and pitcher's mound.

Restrooms at certain locations may have use capacity limits. If your game/tournament/event is expected to or does exceed the capacity limit, portable toilet rentals will be required, and the renter will be charged.

No form of advertising may be sold to be hung, staked, displayed, etc. on the premises of any diamond/field/court/complex without permission from the department through a Banner Permit.

#### FACILITIES & AMENITIES AVAILABLE

#### **Brandt-Ouirk Park:**

- 1. 5 lighted and 1 unlit youth baseball diamonds (see attached)
- 2. Remote controlled baseball scoreboards for fields 1-5, no scoreboard for at field 0
- 3. 5 full-size, 9 multi-size soccer fields
- 4. 10 tennis courts
- 5. 21-hole disc golf
- 6. Concession Stands (1 baseball, 1 soccer)
- 7. Men's and Women's Restrooms

- 8. 3 Small Covered Shelters
- 9. Picnic tables and garbage/recycling/charcoal cans
- 10. Playground
- 11. Bleachers at 5 diamonds, none at field 0
- 12. Sun Protection at dugouts

#### Riverside Park:

- 1. 2 lighted softball fields (see attached)
- 2. 1 youth field
- 3. 4 tennis courts
- 4. 8 pickleball courts
- 5. 7 volleyball courts
- 6. Scoreboards at Diamonds 1 and 2; no scoreboard at diamond 3
- 7. Concession Stand
- 8. Playground
- 9. Restrooms located within walking distance
- 10. Bleachers at Diamond 1; terraced seating at Diamonds 2 and 3
- 11. Covered shelter and restrooms at volleyball courts

#### **Washington Park**

- 1. 1 lighted hardball field (see attached)
- 2. Remote controlled scoreboard
- 3. Team dugouts
- 4. Concession Stand
- 5. Restrooms
- 6. Covered Shelter
- 7. Bleachers, picnic tables, benches, garbage/recycling/charcoal cans
- 8. Playground

#### **Grinwald Park:**

- 1. 2 full-size soccer fields
- 2. 1 portable toilet
- 3. Playground
- 4. Small bleacher

#### Clark

- 1. 2 tennis courts
- 2. 1 diamond
- 3. 1 basketball court
- 4. 1 volleyball court
- 5. 1 soccer field
- 6. Playground
- 7. Restrooms
- 8. 2 Covered Shelters

#### Union

- 1. 1 basketball court
- 2. 1 diamond
- 3. Playground
- 4. Restrooms
- 5. 1 Covered Shelter

#### Lincoln

- 1 basketball court 1.
- 2. 1 diamond
- 3. 1 volleyball court
- 4. Playground
- 5. Restrooms
- 6. 1 Covered Shelter

### **Timothy Johnson**

- 1 basketball court 1.
- 2. 1 diamond
- 3. 1 soccer field
- 4. Playground
- 5. Restrooms
- 1 Covered Shelter 6.

## **Brandt/Quirk Park Field Dimensions**

#### Diamond 0

Bases:

50,60

Pitching:

35, 40, 43, 46

150' outfield fence/down the line

#### Diamond 1

Bases:

50, 60, 65, 70

Pitching:

35, 40, 43, 46, 50

215' outfield fence/down the line

#### Diamond 2

Bases:

60, 65, 70

Pitching:

40, 43, 46, 50

215' outfield fence/down the line

#### **Diamond 3**

Bases:

50, 60, 65, 70, 80

Pitching:

35, 40, 43, 46, 50

215' outfield fence/down the line

#### Diamond 4

Bases:

50, 60, 70

Pitching:

35, 40, 43, 46, 50

215' outfield fence/down the line

#### Diamond 5

Bases:

50, 60, 65, 70

Pitching:

35, 40, 43, 46, 50

215' outfield fence/down the line

## **Riverside Park Field Dimensions**

#### Diamond 1

Bases:

60, 70, 80

Pitching:

40, 43, 46, 50, 54

275' outfield fence/down the line; 290' to center

## Diamond 2

Bases: 60, 70, 80

Pitching: 40, 43, 46, 50, 54

275' outfield fence/down the line; 290' to center

### Diamond 3

Bases: 50, 60 Pitching: 35, 40, 46

140' outfield fence/down the line; 180' to center

## **Washington Park Dimensions**

## Diamond

Bases: 60 Pitching: 90

375' outfield fence/down the line; 325' to center

#### INDEMNIFICATION

Neither the Commission, the City of Watertown, or the Director of the Park and Recreation Department, nor his/her agents shall be liable, and Renter waives all claims for damages to persons or property sustained by the Renter or any occupant of the premises resulting from an accident occurring in or about the Premises resulting from the disrepair of any part of the Premises or resulting from an act or negligence of any tenant occupant, or any other person, including the Commission's agent.

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Renter shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses relating to the defense of any claim asserted or imposed upon the municipality, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties. The Renter shall also name as additional insured on its general liability insurance the City, its officers, agents, employees, and any independent contractors hired by the City. The Renter shall provide evidence of the same upon request by the City.

#### **INSURANCE**

The Renter shall provide a certificate of insurance written by a company licensed in the State of Wisconsin, approved by the City Attorney and covering any and all liability or obligations which may result from the operations by the Renter its employees, agents, contractors or subcontractors, and including workers' compensation coverage in accordance with Ch. 102, Wis. Stats. The certificate shall provide that the insurance provider will furnish the City with a ten-day prior written notice of cancellation, nonrenewal or material change. The insurance shall be written in comprehensive form and shall protect the applicant and City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the applicant, its employees, agents, contractors and subcontractors. The policy of insurance shall provide minimum combined single limits for bodily injury and property damage of at least \$1,000,000 per person/aggregate.

	AGREEMENT		
I, as the renter, have read the preced procedures as set forth by the depart	ing information and agree to abide by the policies and ment.		
Renter Signature	Date		
Approved by agent of the departmen	nt.		
Signature	Date		
	OFFICE USE		
Contract	Banner Permit		
Concession Permit	Condition of Facility Use Agreement		

	# Games	# Practices	Other (Specify)
<b>Date/Times</b>			