

CITY OF WEST ST. PAUL
BASEBALL FIELD AND FACILITY USE AGREEMENT
WITH WEST ST. PAUL BASEBALL ASSOCIATION

This Use Agreement (“Agreement”) is entered into between the City of West St. Paul (“City”) and the West St. Paul Baseball Association (“Association”).

The purpose of this Agreement is to establish the terms under which the Association may use baseball fields, concession areas, storage areas, and related facilities at Harmon Park for youth baseball programming and related activities.

1. DEFINITIONS

Fields means all baseball fields and appurtenant baseball-related structures located at parks owned and operated by the City of West St. Paul.

Tournament Weekend means the Friday through Sunday weekend immediately following July 4 each year.

2. TERM OF AGREEMENT

This Agreement is effective upon approval by the City Council and remains in effect for one calendar year. It may be renewed annually upon mutual agreement of the City and the Association.

3. AUTHORITY OF THE CITY

The City retains full authority over all parks, fields, facilities, and scheduling priorities in accordance with the City’s adopted field use policies. This Agreement supplements and does not replace the field use policies. Where this Agreement is silent, the policies govern. Where this Agreement conflicts with the policies, the policies control unless expressly modified in writing by the City Manager.

4. COMPLIANCE WITH LAWS AND POLICIES

The Association shall comply with all applicable federal, state, and local laws, City ordinances, facility rules, health codes, and all City field use policies.

5. CITY INITIATED CLOSURES

The City may close the Fields at any time due to weather, safety concerns, unplayable conditions, maintenance needs, or operational requirements. If the City closes a Field for a reserved date, the Association will receive a refund or escrow credit for that date’s field-use fees. The City has sole discretion to determine field playability and closure.

6. BILLING AND PAYMENT

6.1 Fee Schedule

All field-use fees, light-use fees, tournament fees, and any other applicable charges will be assessed in accordance with the City's adopted fee schedule as approved or amended by the City Council.

6.2 Cost Estimates and Invoicing

Preseason estimates and invoices will be prepared in accordance with the City's Field Use Policies.

7. FIELD AND PARK MAINTENANCE

7.1 City Responsibilities

The City will prepare the Fields once per day during the Association's scheduled use: weekdays by 5:00 p.m., and tournament days by 8:00 a.m. Preparation includes dragging, lining, trash removal, and placing the Fields in playable condition. The City will provide equipment and materials needed for the Association to maintain the Fields during use. In instances in which field play goes late into the evening and begins early the next day, user groups will need to assist in field preparation as motorized equipment and lights are not allowed after 10 pm or before 7 am.

7.2 Association Responsibilities

The Association shall drag, chalk, and maintain Fields between practices and games; remove all trash daily from fields, dugouts, spectator areas, bullpens, and concession areas; and place all trash in park dumpsters. The Association must leave fields in reasonable condition at the end of each day and return equipment to storage.

7.3 Excessive Cleanup or Repair

If the City must perform cleanup or repair beyond normal wear and tear, the Association will be billed in accordance with the City's policies.

7.4 Protection of Fields

The Association shall not use the Fields during unplayable conditions or when City staff have closed the Fields.

8. CONCESSION STAND USE

8.1 Exclusive Use Period

The Association has exclusive use of the Harmon Park concession stand from one week prior to the beginning of the season until the Tuesday immediately following the Associations tournament weekend. The Association is not required to but is permitted and encouraged to allow other associations and organizations to use the concession stand

during the exclusive use period. If requested, the City will assist with checking in and checking out other associations using the concession stand under this section.

8.2 Fee and Revenue Structure

The Association pays no fee for concession use and retains all revenues.

8.3 City Responsibilities

At the City's sole discretion, the City provides concession equipment (e.g. popcorn machine, hot dog roller, steamer pans, refrigerator, freezer or microwave if applicable, and shelving) and maintains such for normal wear and use. Utilities will be provided. The City does not provide perishables or consumables. The City may inspect the premises at their discretion during the exclusive use period and require the Association to perform cleaning or maintenance.

8.4 Association Responsibilities

The Association must maintain the stand in sanitary condition, comply with health codes, supply all food and consumables, report equipment issues promptly, and return the stand in similar condition at checkout. The stand must be operated on tournament or multi-game days during the exclusive use period. If the City requires cleaning or maintenance during the exclusive use period the Association must resolve cleaning or maintenance requirements within three days.

The Association shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses, including permits from state health department. The Association acknowledges and warrants that it is or will make itself through its responsible concession managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the concession facilities, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historic preservation, environmental impacts, and State building codes and regulations.

8.5 Damage

Damage caused by misuse or failure to clean will be billed to the Association at actual repair or maintenance cost, inclusive of staff time if required.

9. STORAGE USE

The Association has exclusive, year-round use of approximately half of the storage area in the upper concession stand at no charge. The Association must maintain it in good order, exercise reasonable care, avoid storing hazardous materials, report issues, and not modify the space without permission. Damage caused by misuse will be billed. The City will use the remaining space for storage of City equipment.

10. INSURANCE

The Association must maintain commercial general liability insurance naming the City as Additional Insured, sexual misconduct/molestation coverage, and workers' compensation if it employs staff. Certificates must be provided before field use each season.

11. INDEMNIFICATION

The Association shall defend, indemnify, and hold harmless the City from claims arising out of the Association's activities, except where caused by the City's negligence.

12. TERMINATION

The City may terminate for cause at any time or without cause with 30 days' notice. The Association may terminate with notice. Outstanding charges remain due upon termination.

13. MISCELLANEOUS

This Agreement may not be assigned without City approval. Amendments must be in writing. Minnesota law governs. Data provided to the City may be subject to the Minnesota Government Data Practices Act. If any provision is invalid, the remainder stands.

SIGNATURES

City of West St. Paul

By: _____ Date: _____

City Manager

West St. Paul Baseball Association

By: _____ Date: _____

Title: