



Leffler Field Usage Agreement

(7/26/2021)

THIS USAGE AGREEMENT ("Agreement") is entered into this _____ day of _____, _____, by and between MANSON PARK & RECREATION DISTRICT and Organization : _____ Contact Person: _____ Contact phone: _____

Throughout this Agreement, the term "Lessee" includes, but is not limited to, Lessee's employees, agents, representatives, participants, volunteers, spectators, invitees, and guests.

- USE.** Scheduling is on a first come, first serve basis. Use of Leffler Field shall be limited by the following:
 - Alcohol, Tobacco, marijuana, illegal drugs, weapons and firearms are prohibited on the property.
 - Camping is allowed with prior approval only. Quiet hours are from 10 pm to 7 am. Camping areas must be kept clean at all times. No fires. If rules are not adhered to, future camping rights will be revoked.

Requested Activity: _____
 Portion of property: _____
 Date(s): _____ Time(s): _____
 Camping approval requested? Yes/No If yes, expected number of Tents _____ R/V's _____

Lessee acknowledges:

- Use of the above-identified portion of the property only during the allotted time(s). If additional time is desired, Lessee shall make request with the Manson Park & Recreation District Office.
 - Usage of the above-described property shall be completed by the time set forth above.
 - A copy of this Agreement must be retained at all times during use of the property for proof of approved use.
 - The soil in Leffler Field has tested positive for lead and arsenic.
 - The property has been completely examined by the lessee, including inspection for obvious and latent conditions, and has found the property in all respects suitable for the permitted uses described herein.
 - The District has made no representations whatsoever as to the suitability of the property for the Lessee's intended, foreseeable, and permitted uses.
 - Garbage service, portable restrooms, security, additional documentation, or services may be required at the District's request. It is expressly understood by the parties that use of the property is on an "AS IS" basis.
- FEES.** Leffler Field is available at no charge to all public and charitable organizations. Commercial or private users will be charged \$200.00 per day. Rental is valid from noon the day requested, until noon the following day. **No refunds will be given for cancellations within ten (10) days of the scheduled event.** Lessee is responsible for all fees incurred for additional cleanup and any other fees associated with use of the property. Lessee shall be responsible for, and shall immediately pay, the cost to repair or replace any real or personal property owned by the District or by a third party that is damaged or destroyed in connection with Lessee's activities under this agreement.

Payment is due upon receipt of invoice. Fees identified below shall be paid in full prior to usage of the property. If such payment is not timely made, the District reserves the right to cancel Lessee's use of the property and to prohibit future use of property by Lessee.

Is the event for commercial or private use? Yes/No
 USE FEE: \$ _____ OTHER FEE: \$ _____ TOTAL FEES: \$ _____

All fee payments required under this agreement shall be delivered to:
 Manson Park & Recreation District, P.O. Box 590/ 142 Pedoi Street, Manson, WA 98831



3. **INDEMNIFICATION.** Lessee agrees to HOLD HARMLESS the Manson Park and Recreation District and the Manson School District and their agents and employees from all liability, claims, demands, damages, or costs arising from the use of Leffler Field. Manson Park and Recreation District and Manson School District are not responsible for lost, damaged, or stolen items.
4. **EVENT ADVERTISING.** All advertising for events held at Leffler Field must be pre-approved by the Park District and must include the following statement "This event is not sanctioned or sponsored by Manson Park and Recreation District or Manson School District".
5. **INSURANCE.** Certificate of Liability insurance shall be provided upon request, before the date of the event, naming the Manson Park and Recreation District and the Manson School District as additional insured.

Liability insurance provider, if required _____ Policy # _____

6. **TERMINATION.** The District may cause this Agreement to terminate immediately, without cause, upon receipt by the using party of written notice via mail or personal delivery to the Lessee. In the event of a termination by the District, Lessee shall have no claim or right to damages as a result of such termination and Lessee shall still be liable for standard usage fees, which may only be waived at the exclusive option of the District. In the event of any such termination by the district, Lessee agrees to hold the District harmless and release the District from any and all claims, damages, or actions that result or may result, directly or indirectly, from such termination.
7. **DISPUTE RESOLUTION.** The following procedure shall be utilized for resolution of all disputes regarding this Agreement. Lessee and the District shall meet to resolve the dispute in Chelan County within thirty (30) calendar days of the event giving rise to the dispute. (2) Lessee and the District may, if they deem advisable, develop and establish mutually agreed upon rules and procedures to implement, clarify, or in any other manner, carry out the purpose of the intent of this Agreement. Failure to strictly adhere to this procedure shall result in a waiver of any claim, grievance, action, and damage based on any and all events giving rise to the dispute.
8. **MEDIATION.** In the event that a dispute regarding terms, conditions, or breach of this Agreement shall not be resolved by the process described in section 7 (above), the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking judicial resolution (which can only occur as provided for in this Agreement), mediate the dispute in Chelan County using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. Failure to strictly adhere to this procedure shall result in a waiver of any claim, grievance, action, and damage based on any and all events giving rise to the dispute.
9. **MISCELLANEOUS.** The laws of the State of Washington govern this Agreement. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Chelan County, Washington. No waiver of any breach of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the District. If any provision of this agreement is determined to be invalid, it is to that extent to be deemed omitted and the balance of the agreement shall remain enforceable. This Agreement may not be assigned by Lessee without written authorization by the District. Likewise, Lessee may not assign Lessee's respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the District. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations shall be allowed unless by formal, written, mutual agreement.

Lessee signature: _____ Approved by: _____