



DYERSVILLE BASEBALL/SOFTBALL FACILITIES USE & RENTAL POLICY

CITY OF DYERSVILLE
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Last revised: 04-15-2019

I. Introduction

Thank you for selecting and using Dyersville baseball and/or softball facilities for your event. These facilities are operated and managed by the City of Dyersville under the policies and guidelines established by the Dyersville City Council.

The City Council recognizes the desirability of having our baseball and/or softball facilities used as much as possible. This policy promotes the active use of these facilities while establishing priorities for use and outlining scheduling procedures and guidelines. It also sets reasonable rules and regulations for use of these facilities. To clearly communicate this policy, we ask that you read this policy and abide by it.

II. Baseball and Softball Facilities Information

The City of Dyersville have six baseball/softball facilities: (2) Little League Baseball Fields at Commercial Club Park, (1) Softball Field at Candy Cane Park, and (3) Baseball Fields at Westside Park.

III. Priorities for Use of Baseball and/or Softball Facilities

This section of the policy identifies priority classifications for use of the Dyersville baseball and/or softball facilities. For most instances, reservation for use of these facilities will be awarded on a first come, first serve basis. In the case that a conflict arises; below are the classifications in descending order of priority.

Priority 1: *Public Emergency Activities*—In the event of public emergencies, these facilities may be needed to assist Local/County/State/Federal governments in recovery efforts as determined by the Mayor. Any event (public, non-profit, private) may be cancelled by the City up to the time of use, when a public emergency is declared. In this circumstance, the City assumes no responsibility for any disruption a cancellation may cause. The City will refund any rental fees due to a cancellation for a public emergency. The City will attempt to notify the applicant immediately if cancellation is necessary.

Priority 2: *City of Dyersville Recreation or Business-Related Activities*—City of Dyersville sponsored events including, but not limited to, Recreational Activities, Staff, Council and Committee activities. In this circumstance, the City assumes no responsibility for any disruption a cancellation may cause. The City will refund any rental fees due to a cancellation for a public emergency. The City will attempt to notify the applicant immediately if cancellation is necessary.

Priority 3: *Commercial Club Park Lease Agreement*—the City of Dyersville has a rental agreement for the use of the Little League Baseball Fields for their sponsored events.

Priority 4: *Civic & non-profit groups*—Non-profit groups may be asked to provide proof of non-for-profit status and must be located and benefit the people of the City of Dyersville.

Priority 5: *Renters paying for the use of the Facilities*—Any individual or group paying rental fees to use the baseball and/or Softball Facilities. This includes events open to the public or private.

Summary of Priorities

Priority 1: *Public Emergency Activities*

Priority 2: *City of Dyersville Recreation or Business-Related Activities*

Priority 3: *Commercial Club Park Lease Agreement*

Priority 4: *Civic & non-profit groups*

Priority 5: *Renters paying for the use of the Facilities*

IV. Rental Charges/Damage Fees

A list of the rental charges is included in the Fee Schedule. In addition to the rental fee(s), the City reserves the right to charge for any costs of repairs or cleaning made necessary by the renter's use of the facility. The liability of the renter shall extend to any damage or cleaning costs incurred as a result of the acts of any participants in the event sponsored by the renter at the facility. The City will conduct an inspection before and after the event.

V. Reservation Procedures

Reservations can be made by phone or in person at Dyersville City Hall, (563) 875-7724. Tentative reservation will be held up to two (2) weeks, at which time a signed lease are due. The rental fees are due no later than five (5) working days prior to the event date. The renter shall not sublet the facility, nor may the application be transferred or assigned.

The renter may set-up on the day of the event no earlier than 7:00 a.m unless approved by the City Administrator. Failure to pay for the scheduled rental date within five (5) business days will open the date for rental to another event.

VI. Cancellation of Rentals and Refunds

Any reservation cancellation of the lease must be in written form, served to the City Clerk's Office or by U.S. Mail. If reservation is cancelled more than thirty (30) days prior to the scheduled rental date, the City will refund all amounts paid. If the reservations are cancelled for any reason fourteen (14) days or less prior to the scheduled date, the City shall retain the entire rental amount.

Under certain conditions, the City of Dyersville may be forced to cancel a lease agreement prior to the event. Possible reasons for cancellation include, but are not limited to, a declared state of emergency, unsafe environmental or health conditions, a Dyersville Recreation Activities or interrupted utility services. In such an event, the renter agrees that the City of Dyersville shall not have responsibility for anything the renter may suffer or incur due to such a cancellation. The City will attempt to notify the renter as soon as possible if such cancellation occurs. All fees paid to the City by the renter shall be refunded to the renter if the reservation is cancelled by the City of Dyersville for any of the above reasons.

VII. Hours of Use

Baseball and/or Softball Facilities are available for rent from Friday through Sunday. These facilities will open no earlier than 7:00 a.m. and will close no later than 10p.m. Following the event, on hour or up to 11:00 p.m., the renter will be allowed time to gather their personal items/equipment and clean-up. All participants and equipment must be out of the facility by 11:00 p.m.

VIII. General Policies

The renter is responsible for enforcing the policies of the Dyersville Baseball and/or Softball Facilities. The renter agrees to follow these policies:

1. Comply with all City Ordinances, Iowa State Statutes, Federal Laws and the established rules for use which apply to authorized use of these facilities.
2. Supervise the conduct of the participants at their event.
3. This is a smoke free public facility.
4. Illegal Gambling is prohibited.
5. The renter shall assume full responsibility for any unlawful act committed in the exercise of the lease.
6. Disorderly conduct of participants is prohibited.
7. The renter shall discourage participants from consuming alcohol when children are present.
8. All persons and any equipment not owned by the City must leave these facilities at the end of the contracted time. No items from the event are to be left overnight. The City is not responsible for items that have been left here during setup the day before or left behind after the group has exited the facility.
9. Children must be under the direct supervision of an adult at all times.
10. Leave facility and parking lot in a clean and orderly fashion.
11. Renters will be fully responsible for any damage to the facility or equipment.
12. Any damage to the facility or equipment must be reported as soon as possible to City Hall staff.
13. Trash should be placed in designated containers.
14. Audio equipment is prohibited unless the appropriate City staff has granted permission; City will determine volume control.

IX. Violation of Policies

The City reserves the right to end any event early if policies are violated. A violation of these policies may result in a withholding from your rental fees and may also result in the denial of future use of the Baseball/Softball Facilities.

X. Set-Up

Renters are responsible for setting up themselves.

XI. Security at the Event

The City Administrator or City Staff may, at their discretion, require security for events. Security will be provided by the Dyersville Police Department at a charge (the officer cannot be a guest at the event). The renter will be responsible for paying this charge at the same time you pay the basic facility rental charge. When it is determined that security is necessary at the event, the fee cannot be waived.

XII. Notice of Responsibility/Liability

The City of Dyersville hopes that you and the participants at your event will all have an enjoyable and safe time at our baseball and/or softball facilities.

This section is to notify you that the City of Dyersville is responsible only to maintain the building and its structural components and systems in a safe and operable condition. The

City is not responsible for the conduct of persons participating in events held at the facility. It is your responsibility as the renter of the facility and the sponsor of the event to see to it that the participants use the facility in a safe and reasonable manner and obey all laws.

Likewise, the City is not responsible for the conduct of any persons or businesses hired by you to work at the event. The renter shall take complete responsibility for the conduct of its group or others present during the rental period, and agree to compensate the City of Dyersville for all damages to the facility, equipment or other property owned by the City incurred during the rental period. Furthermore, the renter assumes all liability for any personal injuries, including death caused by participants at the scheduled event.

Any disputes or claims of liability involving such providers of services are matter strictly between you, the event participants, and the providers. You agree that neither you nor the participants at your event shall file any claim against or involve the City in any legal action regarding such matters.

XIII. Fee Schedule

Civic & non-profit groups

Rental Fee of \$100.00 a field per day

Renters paying for the use of the Facilities

Residents inside City Limits—Rental fee of \$225.00 a field per day

Residents outside City Limits—Rental fee of \$325.00 a field per day



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www.cityofdyersville.com

SIGNATURE PAGE

Date Event is requested: _____

Facility Location and Number of Baseball/Softball Fields will be used for the event: _____

Name(s) as to appear on account: _____

Address: _____

Phone #: _____ Cell Phone #: _____

Your Social Security Number: _____ Date of Birth: _____
(Only required if you don't own property in the City)

Federal I.D. Number (business only)

Email Address: _____

By your signature below, you agree that you have been given a copy of and read the City of Dyersville's Baseball/Softball Facilities Use and Rental Policy Agreement, understand it, and agree to abide by its terms.

Dated: _____

Renter

City Administrator

Please bring a government issued photo I.D. to City Hall.