

## BALL DIAMOND(S) AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between The Village of Plover and \_\_\_\_\_ . Permission to use the ball diamond(s), located in the Village of Plover parks system is granted subject to acceptance of the following conditions:

1. The Plover Whiting Youth Athletics league and the Plover American Legion league play will supercede all usages.
2. Use shall be limited to games only. (No Practices/Clinics)
3. Admission fees may **NOT** be charged unless authorized by the Village of Plover Board.
4. **FEES**
  - a. Ball fields with grassed infields = \$40.00 per game.
  - b. Ball fields with all dirt infields = \$30.00 per game.
  - c. Field Lights (if required) = \$30.00 per game per field (Additional charge)
5. The Public Works Department will perform pre-game maintenance only during normal working hours. Any work performed outside normal working hours will be billed accordingly at time and one half.
  - All preparation of the field will be done by the Public Works Department only.
  - If user request use of turf or diamond dry there will be an extra charge for materials used.
  - The public works department does **NOT** furnish bases.
6. The user is responsible for clean up of all litter in the ball field area. (Including under, on, and around bleachers and dugouts) Any cleanup done by the Public Works Department will be charged to the user with a one-hour minimum charge.
7. Teams shall rake and fill depressions formed at the bases, mound and plate area at the end of the game. Teams must tarp mound and plate areas where tarps are provided
8. A \$10.00 deposit is required for keys checked out from our office. All keys must be returned at the end of the season at which time your deposit will be returned. If any key is lost, stolen, or duplicated, the Lessee will be responsible for the cost to re-key the lock and the cost of new keys for the lock.
9. Written authorization from the Village of Plover must be obtained before anything may be moved or removed from the diamond or grounds.
10. **NO** food concessions, alcohol, sales or food shall be sold or given away by the Lessee, nor shall Lessee bring on the premises glass bottles nor any containers nor any alcoholic beverages of any kind, unless prior written permission is obtained from the Village of Plover.
11. The Public Works Department holds the right to stop activities in the event such activities are detrimental to the overall use of the Park. Failure of Lessee to observe any of these terms and conditions is cause for ejection from the premises at the discretion of the Public Works Manager (or his delegate) and in such case no refund will be made and fines may be charged depending on the circumstances.
12. Decisions regarding the playability of the ball diamonds will be made by the Public Works Department only.
13. Arrangements for use of the PA or scoreboard at Veteran's Memorial Park, Woyak Park, and Weslan South should be made with the Plover Whiting Youth Athletics or the Plover American Legion Baseball Club. The user will pay for anything broken or damaged.
14. Warm-up drills involving batting or pitching balls into the fence are strictly **prohibited**. Only one team can be on the field when batting or fielding practice is being taken. Batting can only be from home plate and the pitching must be done from the mound. There is no batting of balls or warming up of pitchers allowed on the grass part of the playing field.
15. The swinging of bats is **NOT** allowed outside the playing field.
16. No one shall be on the field unless the coach is present. Players are **NOT** to climb or hang on fences.
17. No pre-game maintenance will be performed without 48 hours advance notice when games are rained out.
18. The field is **NOT** to be tampered with in any way. That means do not add or remove top dressing. Stay off the field when grounds are wet!
19. The Village of Plover, its employees, agents, or representatives will not be responsible for any injury, loss, or damage that may occur. The Lessee, on signing this contract, expressly releases the aforementioned from any and all claims, loss, damage or injury.
20. Payment to the Village of Plover must be made in full within thirty (30) days of your last scheduled event.

**Noncompliance can result in the team being prohibited from using the diamond. I have read and accept the conditions of use.**

ORGANIZATION	NAME	COACHES NAME	TELEPHONE NUMBER	CELL PHONE # _____
<b>DIAMOND</b>	<b>DATE</b>	<b>TIME</b>	<b>Number of Games</b>	<b>FEE</b>
		____:____ to ____:____		\$
		____:____ to ____:____		\$
		____:____ to ____:____		\$
			Field Lights Fee	\$
		Key #'s _____	Deposit Fee	\$
			<b>TOTAL FEE</b>	<b>\$</b>

Issued by: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Lessee's Signature

The undersigned acknowledges the receipt of the Ball Diamond Agreement" and agrees that all activities undertaken as permit agreement holder and by all others in my party will be in accordance with the above agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**IN CASE OF EMERGENCY CALL: POLICE 911 OR 345-5255 OR 346-1400.  
PUBLIC WORKS DEPARTMENT 345-5257 OR 345-5250**