

**CITY OF WASHOUGAL**  
**RECREATIONAL FACILITY USE AGREEMENT**

An Agreement between the City of Washougal, a municipal corporation, hereinafter known as “City” and \_\_\_\_\_ a non-profit corporation organized and created to facilitate sports programs for the community, hereinafter known as “User”.

**WHEREAS**, the City owns and/or operates certain facilities in the City of Washougal for the purpose of making available certain recreational facilities, hereinafter known as “Facilities”, and fields to provide for various sports activities; and

**WHEREAS**, \_\_\_\_\_ has a long tradition of positively serving Washougal by providing recreational opportunities through \_\_\_\_\_. These activities are provided entirely by volunteers to include: coaches, managers, umpires, league officers and concession operators. Except for normal park maintenance services, there is little cost to the City in providing these Facilities to the community.

**NOW, THEREFORE**, the City and User agree as follows:

**SECTION 1: Purpose of the Agreement**

The purpose of this Agreement is to:

1. Provide the terms and condition under which User can continue to use the Facilities (as shown on the attached site plan) for practice, league activities and tournament play.
2. Define operational and maintenance responsibilities,
3. Identify responsibility for costs, and
4. Identify the process to provide improvements and upgrades.

**SECTION II: Duration of Agreement**

This Agreement shall be for a term of \_\_\_\_\_ months from the date of this Agreement and executed by the Parties and shall allow for an extension upon the agreement of the Parties.

**SECTION III: Effective Date of the Agreement**

This Agreement shall become effective upon adoption by the City of Washougal through its designated representative and the President of the Board of Directors of \_\_\_\_\_.

#### **SECTION IV: Permitted Uses**

User shall use the facilities under the following conditions:

1. **YOUTH LEAGUES:** The Facilities shall be used and occupied by User only for the purposes of league sanctioned activities for the children between the ages of \_\_\_\_ and \_\_\_\_\_. User shall not use or permit the fields for Facilities to be used for any other purposes without the prior written approval of the Director of Public Works of the City of Washougal or designee.
2. **ADULT LEAGUES:** The Facilities shall be used and occupied by User only for the purposes of league sanctioned activities for adult leagues. User shall not use or permit the fields for Facilities to be used for any other purposes without the prior written approval of the Director of Public Works of the City of Washougal or designee.
3. Use of the Facilities as home field is limited to players within the City service area as approved by league rules.
4. Beginning January 15<sup>th</sup> and ending February 15<sup>th</sup> of each year, User will provide both the number of teams and participants in its league to the City. When more than one league of the same classification applies for field use, the City shall determine field scheduling based on the number of participants in each league. The City retains the right to make adjustments in field use based upon these numbers.
5. All requests shall be made in writing to the Director of Public Works and sent to: City of Washougal, 1701 C Street, Washougal, WA 98671. No electronic or faxed copies will be accepted. The request must contain: the name of the organization or group requesting field usage, contact information, facilities to be used, dates and times of events, and an outline of the proposed activity. The City will respond to the requesting individual or group in writing within thirty (30) days of the date of receipt of the request.

#### **SECTION V: Athletic Facility User Priority Rating**

The City of Washougal utilizes the following league classification priority rating as the governing method for scheduling fields:

1. City of Washougal/Washougal School Athletic Program
2. Public League/non-profit
3. Private League/non-profit
4. Private Group Event
5. Unclassified Event

In the event that more than one group of applicants submits identical and complete requests for field usage; and where there are listed identical numbers of participants; The City of Washougal will determine priority rating using the date that the City received the application as the final priority determination.

## **SECTION VI: Period of Use**

Ball fields may be scheduled from March 15<sup>th</sup> through November 15<sup>th</sup>. Baseball/softball will be given precedence March 15<sup>th</sup> through July 31<sup>st</sup> and soccer August 1<sup>st</sup> through November 15<sup>th</sup>. Use of the Facilities is limited to scheduled practice and league season and reasonable additional times for tournament play. Any use beyond these times must be requested by the User in writing and approved by the City.

## **SECTION VII: Use by Others**

The City shall retain the right to allow the approved facility to be used by others during the time when User is not scheduled to use Facility as noted above, provided the Facility is returned to User in good, playable condition.

## **SECTION VIII: Property**

User shall retain ownership of all personal property furnished by them. Any equipment or Facilities provided by City used in with this Agreement shall remain in sole ownership of the City.

## **SECTION IX: Improvement**

Facility improvements, proposed by User must be requested in writing and approved by the City. No improvements will be installed or provided by User without the written permission of the City. Should improvements be made without the permission of the City, City has the right to direct User to remove the improvements within thirty (30) days at User's cost. If the improvement is not removed within thirty (30) days, the City may remove the improvement and bill User for all related costs and be entitled to full reimbursement for those costs.

## **SECTION X: Maintenance by User**

1. User shall provide on-going maintenance to the Facilities identified herein and shall maintain those Facilities in good condition at its own cost and expense, recognizing they are part of a facility serving the general public. The City shall meet with User President during the month of May of each year and provide a list of projects, which in the City's opinion, need or are anticipated to require maintenance; and User will provide the needed maintenance within one hundred and twenty (120) days.
2. User shall provide litter control to the property daily during practice, league play and tournament season and shall keep the area free of litter. If the City determines litter control is not being done effectively, the City will provide twenty-four (24) hour notice to User to clean up the litter. If it is not satisfactory, the City will provide the service and bill User for the cost of service and User will pay all costs related to the service.

### **SECTION XI: Services Provided by the City**

The City shall provide the following services and/or costs for services for ongoing, scheduled maintenance to the Facilities as funding allows.

1. Maintain the outfields and surrounding park grounds.
2. Maintain and supply the existing permanent restrooms March 1<sup>st</sup> through October 1<sup>st</sup>. User is responsible for additional portable restrooms during the remainder of the year. **EXCEPTION:** Due to the phased construction of the George Schmid Ball Field Complex, permanent restroom facilities are not currently provided. The City shall provide 2 portable restrooms at this facility between March 1<sup>st</sup> and October 1<sup>st</sup> until such time as permanent restrooms are constructed.
3. Safety inspections and repair of facilities.
4. Trash collection not related to league activities.

### **SECTION XII: Responsibility for Costs**

1. User will assume the cost for maintenance and operational services as follows:
  - a. Maintenance of field conditions over and above the City's responsibility.
  - b. Trash collection related to league activities.
  - c. Repairs to the Facility due to excessive wear by the User.
  - d. User will work with the City to open and close the permanent restroom facilities as needed.
  - e. After each practice, game or tournament, the field must be restored to City standards. Dirt areas shall be raked smooth and compacted at pitcher's mound, home plate, and bases.
  - f. Upon conclusion of the season all portable goals, backstops, or other equipment owned by the User shall be removed.

### **SECTION XIII: Parking and Traffic Control**

During league and tournament season, User will assign as many members in their organization as is necessary to manage and control parking. User shall prevent vehicles from parking in "no parking" areas to keep fire lanes and access for emergency vehicles clear, to insure congestion of the parking lot is minimized, and to protect the handicap parking spaces for appropriate use. User shall indemnify and hold harmless the City, its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any

nature whatsoever, including complaints made under RCW 49.60.500 and 505 by reason of or arising out any action or omission of User, its officers, agents, employees, or any of them, in performing obligations under this Agreement.

#### **SECTION XIV: Rules, Laws and Ordinances**

User agrees to comply with the Zackery Lystedt Law and to abide by and uphold all other Federal, State and Local laws, and policies of the City of Washougal Parks and Recreation Department.

#### **SECTION XV: Advertising**

Signs and posters are not allowed on any park facility without the written permission of the City of Washougal. Upon approval, all signs and posters are subject to inspection by the City of Washougal to ensure the safety of players and spectators and must be installed on the outfield fencing facing the inside of the field.

#### **SECTION XVI: Right to Enter**

The City shall have the right to enter the Facilities for any reasonable purpose including, but not limited to, safety inspections and insuring code compliance.

#### **SECTION XVII: Termination**

1. This Agreement may be terminated by either of the parties following the giving of sixty (60) days written notice of the party's intent to terminate.
2. Upon termination for any reason, any property in the possession of the party, which was provided by the City or User, shall be returned to said party.

#### **SECTION XVIII: Non-Discrimination**

User agrees not to discriminate in providing its services and shall provide the services without regard to race, religion or sex. User specifically agrees to abide by and comply with provisions of RCW 49.60.500-505 and the City of Washougal's adopted Non-Discrimination Policy, a copy which is attached hereto, marked as Exhibit "A" and by this reference incorporated herein.

#### **SECTION XIX: Liability Insurance**

User shall secure and maintain a general liability insurance policy for the entire term of this Agreement to cover all User's uses of the facilities and related uses. Said insurance shall be in an amount not less one million (\$1,000,000.) dollars per occurrence and two million (\$2,000,000.) dollars in the aggregate. The City shall be named additional insured for said policy or policies. The User shall provide the proper insurance endorsement documentation with all policy information.

**SECTION XX: Interpretation**

This Agreement has been and shall be construed as having made and delivered in the State of Washington, and is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Clark County, Washington.

**SECTION XXI: Indemnification**

1. User shall indemnify and hold harmless the City, its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including complaints made under RCW 49.60.500 and 505 by reason of or arising out any action or omission of User, its officers, agents, employees, or any of them, in performing obligations under this Agreement.

2. In the event that any such claim or suit based on such claim, action, loss or damages is brought against the City, User shall defend the same at its sole cost and expenses; provided that, the City retains the right to participate in said suit if any principle of governmental or public laws is involved; and a final judgment is rendered against the City, its officers, agents, employees, or any of them, or jointly against the City and User in the respective officers, agents, employees, or any of them, User shall satisfy the same.

**SECTION XXII: Entire Agreement**

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein and no prior Agreement shall be effective to the contrary.

By: \_\_\_\_\_  
USER

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
CITY OF WASHOUGAL

\_\_\_\_\_  
DATE

**Non-Discrimination Policy for the  
City of Washougal Parks Department  
Community Athletics Programs**

**EXHIBIT A**

### *Purpose Statement*

The purpose of this Non-Discrimination Policy is to ensure that the City of Washougal Parks Department community athletics programs and related facilities and third-party sponsored community athletics programs do not discriminate against any person on the basis of sex in the operation, conduct, or administration of community athletics programs for youth or adults. The intent of this Policy is to expand and support equal participation in community athletics programs and to provide all community athletics programs with equal access to City of Washougal facilities.

### *Background*

During the 2009 legislative session, the Legislature passed ESSB 5967. Governor Christine Gregoire signed the bill; the new law became effective on July 26, 2009. This law prohibits cities, towns, counties, and districts from discriminating against any person on the basis of sex in the operation, conduct, or administration of community athletics programs for youth or adults. Third parties who receive leases or permits from a city, town, county, district or school district for a community athletics program are also prohibited from discriminating on the basis of sex.

This does not represent a dramatic change to the law – sex discrimination in places of public accommodation is already prohibited under existing state and federal law. However, this new law does add some requirements involving non-discrimination policies.

The Washington Law Against Discrimination (RCW 49.60) prohibits discrimination in places of public accommodation based on a person's protected class. Protected classes in Washington State include: race, color, creed (religion), national origin, sex (including pregnancy), age over 40, disability, use of a guide dog or service animal by a person with a disability, HIV/AIDS or hepatitis C status, sexual orientation/gender identity, and honorably discharged veteran and military status. The Washington State Human Rights Commission enforces RCW 49.60, and investigates discrimination complaints.

### *Definitions*

“Community Athletics Program” means any athletic program that is organized for the purposes of training for and engaging in athletic activity and competition that is in any way operated, conducted, administered, or supported by the City of Washougal.

“Third Party Sponsor” means a third party receiving a lease or permit from the City of Washougal for a community athletics program.

### *Policy*

The City of Washougal prohibits sex discrimination in the operation, conduct, or administration of community athletics programs for youth or adults. Third parties who receive leases or permits from the City of Washougal for a community athletics program are also prohibited from discriminating on the basis of sex. In addition, the City of Washougal prohibits discrimination on any other basis protected by federal or state law, including race, color, creed (religion), national origin, sex, disability, use of a guide dog or service animal by a person with a disability, HIV/AIDS or hepatitis C status, sexual orientation/gender identity, or honorably discharged veteran and military status. To help fulfill the purposes of this Policy, the City of Washougal may work with other community organizations and neighboring cities to assist each other in providing sufficient athletic facilities to meet the needs of all

its citizens regardless of sex.

#### *Policy Distribution*

This Policy will be included in any publication that includes information about the City of Washougal's own athletics programs or information about obtaining authorization for use of athletics fields or scheduling athletics events at City of Washougal facilities. This Policy will also be posted on the City of Washougal's website. Where space is limited, the following abbreviated reference to this Policy may be used in City of Washougal publications:

The City of Washougal complies with Washington's *Fair Play and Community Sports Act* that prohibits discrimination against any person in a community athletics program on the basis of sex. The Non-Discrimination Policy for the City of Washougal Parks Department Community Athletics Programs is available on the City's website. Any questions, comments, or complaints of discrimination may be directed to the Public Works Director of the City of Washougal at 1701 C Street, Washougal, WA 98671, (360) 835-2662.

#### *Contract Provisions*

All contracts with third party sponsors and all permit applications to organize community athletics programs will contain language that prohibits the third party sponsor from discriminating against any person on the basis of sex in the operation, conduct, or administration of community athletics programs for youth or adults.

#### *Contact information*

This Policy will be administered by the Public Works Director of the City of Washougal. All complaints of discrimination should be submitted in writing to the Public Works Director at:

Public Works Director  
City of Washougal  
1701 C Street  
Washougal, WA 98671  
(360) 835-2662

Anyone with questions about this Policy, or anyone requiring a reasonable accommodation for a disability, may contact the Public Works Director.

Request for  
**BATES FIELD @ HATHAWAY PARK**

The following information is **required** as a supplement to the league/group's completed  
City of Washougal Recreational Facility Use Agreement:

1. Name of Organization: \_\_\_\_\_
2. Primary Contact: \_\_\_\_\_
3. Contact Phone Number: \_\_\_\_\_
4. Contact Mailing Address: \_\_\_\_\_
5. Dates & Times of Facility Use: \_\_\_\_\_  
\_\_\_\_\_
6. Type of Activity: *(numerically ranked by priority. If this league/group plans to use this field for more than one division, please keep answers to questions 7-9 separate according to division. Attach additional sheets as needed.)*
  - #1 Intermediate Baseball Division (50/70)
  - #2 Major League Division (60/46)
  - #3 Softball                       #4 Other (specify): \_\_\_\_\_
7. League type:
  - Youth      Ages: \_\_\_\_\_
  - Adult
8. Number of Players: Girls \_\_\_\_\_                      Boys \_\_\_\_\_
9. League Classification:
  - City of Washougal/Washougal School Athletic Program
  - Non-Profit Public League
  - Non-Profit Private League
  - Private Group
  - Unclassified

***Please help us to assist you in a timely manner! Be sure that all requested information is filled out completely to avoid delays on your Field Use Request. Incomplete Application Forms will result in the return of all documentation for completion. – THANK YOU!!***

Request for  
**HAMLLIK PARK BALL FIELD**

The following information is **required** as a supplement to the league/group's completed City of Washougal Recreational Facility Use Agreement:

1. Name of Organization: \_\_\_\_\_
2. Primary Contact: \_\_\_\_\_
3. Contact Phone Number: \_\_\_\_\_
4. Contact Mailing Address: \_\_\_\_\_
5. Dates & Times of Facility Use: \_\_\_\_\_  
\_\_\_\_\_
6. Type of Activity: *(numerically ranked by priority. If this league/group plans to use this field for more than one division, please keep answers to questions 7-9 separate according to division. Attach additional sheets as needed.)*
  - #1 Softball
  - #2 Major League Baseball (60/46)
  - #3 Other *(specify)*: \_\_\_\_\_
7. League type:
  - Youth Ages: \_\_\_\_\_
  - Adult
8. Number of Players: Girls \_\_\_\_\_ Boys \_\_\_\_\_
9. League Classification:
  - City of Washougal/Washougal School Athletic Program
  - Non-Profit Public League
  - Non-Profit Private League
  - Private Group
  - Unclassified

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Request for  
**GEORGE J SCHMID MEMORIAL FIELD #1**

The following information is **required** as a supplement to the league/group's completed City of Washougal Recreational Facility Use Agreement:

1. Name of Organization: \_\_\_\_\_
2. Primary Contact: \_\_\_\_\_
3. Contact Phone Number: \_\_\_\_\_
4. Contact Mailing Address: \_\_\_\_\_
5. Dates & Times of Facility Use: \_\_\_\_\_  
\_\_\_\_\_
6. Type of Activity: *(numerically ranked by priority. If this league/group plans to use this field for more than one division, please keep answers to questions 7-9 separate according to division. Attach additional sheets as needed.)*
  - #1 Softball
  - #2 Major League Division (60/46)
  - #3 Other *(specify)*: \_\_\_\_\_
7. League type:
  - Youth    Ages: \_\_\_\_\_
  - Adult
8. Number of Players: Girls \_\_\_\_\_                      Boys \_\_\_\_\_
9. League Classification:
  - City of Washougal/Washougal School Athletic Program
  - Non-Profit Public League
  - Non-Profit Private League
  - Private Group
  - Unclassified

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Request for  
**GEORGE J SCHMID MEMORIAL FIELD #2**

The following information is **required** as a supplement to the league/group's completed City of Washougal Recreational Facility Use Agreement:

1. Name of Organization: \_\_\_\_\_
2. Primary Contact: \_\_\_\_\_
3. Contact Phone Number: \_\_\_\_\_
4. Contact Mailing Address: \_\_\_\_\_
5. Dates & Times of Facility Use: \_\_\_\_\_  
\_\_\_\_\_
6. Type of Activity: *(numerically ranked by priority. If this league/group plans to use this field for more than one division, please keep answers to questions 7-9 separate according to division. Attach additional sheets as needed.)*
  - #1 Major League Division (60/46)
  - #2 Softball
  - #3 Other (specify): \_\_\_\_\_
7. League type:
  - Youth    Ages: \_\_\_\_\_
  - Adult
8. Number of Players: Girls \_\_\_\_\_                      Boys \_\_\_\_\_
9. League Classification:
  - City of Washougal/Washougal School Athletic Program
  - Non-Profit Public League
  - Non-Profit Private League
  - Private Group
  - Unclassified

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