



The City of Artesia New Mexico

612 N. 8th Street (575) 748-9980 Recreation Admin Assistant
P.O. Box 1310 (575) 748-9979 Recreation Supervisor
Artesia, NM 88211-1310 (575) 748-0279 Streets and Parks Supervisor

Baseball/Softball League and Travel Agreement for Use of Facilities Packet

For leagues and travel teams to have use of facilities, all correct paperwork must be turned in to the Artesia Recreation Department Administrative Assistant, Virginia “Jeanie” Garcia 4 weeks prior to use of facilities.

The food permit for concession must be turned in as soon as the inspection is completed, and the permit is received.

- Bring a copy of the inspection to Jeanie as soon as you get it.
- Once you receive the permit, bring that to Jeanie.

Hours of Operation for Baseball/Softball League and Travel Agreement for Use of Facilities:

Monday: 8:00 AM – 5:00 PM

Tuesday: 8:00 AM – 11:00 AM

Wednesday: 8:00 AM – 5:00 PM

Thursday: 8:00 AM – 11:00 PM

Friday: 8:00 AM – 5:00 PM

***** If all proper paperwork for Use of Facilities has been turned in, league teams have priority over travel teams to use the facilities during their scheduled seasons. *****

***INSURANCE REQUIREMENTS:** Sponsoring organization must provide to the office of the Artesia Recreation Department an insurance certificate, 4 weeks prior to event, with the City of Artesia, New Mexico and other applicable parties shown as Additional Named Insured. Minimum coverage to be as follows: \$1,000,000 Liability; \$1,000,000 Bodily Injury.

***ANTI-DONATION CLAUSE OF NEW MEXICO STATE CONSTITUTION (ART.IX, SEC. 14):**

Neither the state nor any county, school district or municipality, except as otherwise provided in this constitution, shall directly or indirectly lend or pledge its credit or make any donation to or in aid of any person, association or public or private corporation.



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Baseball/Softball League and Travel Agreement for Use of Facilities Check List

The following check list is a basic guideline of tasks to be completed. Other tasks may be added as necessary. All information on the “Start of Season” must be turned in to Jeanie Garcia 4 weeks prior to start date, this includes tryouts.

4 WEEKS PRIOR TO START OF SEASON

- Facilities Use Agreement approved by the City of Artesia.
- Copy of Insurance Policy listing the City of Artesia as the Policy Holder.
- Provide a signed Waiver, Release, and Indemnity.
- Provide a copy of all game schedules to the City of Artesia.
- Provide a schedule for days and times for lights if lights are needed.

PRIOR TO USE OF FACILITIES

___ Walkthrough to check and inspect facilities, including fields for damages and safety hazards completed with Streets and Parks Supervisor.

___ All inspections and food permits for concession in place.

AFTER EACH GAME/PRACTICE

___ Make sure that all trash is picked up. This includes fields, dugouts, bleachers, bathrooms, parking lot, and surrounding areas.

___ Make sure that all trash cans are emptied into the dumpster.

___ Make sure that all trash cans are secured from animals and wind. ** Boxes must be broken down. **

___ Bathrooms must be stocked with toilet paper and paper towels.

___ Toilets, sinks, and urinals must be cleaned.

___ Bathrooms must be swept and sanitized.

___ All doors must be secured and locked.

___ Concession stands must be cleaned, secured, and locked.

EVERY 2-3 DAYS

___ Check and inspect facilities, including fields for damages and safety hazards. Report these damages to Facility Manager, Marcos “Tino” Munoz, at 575-513-1220 (cell).

END OF SEASON

___ Clean and store away all league trash cans.

___ Walkthrough review of facility with Streets and Parks Supervisor to ensure there are no damages or safety hazards.



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Baseball/Softball League and Travel Agreement for Use of Facilities

ORGANIZATION OR LEAGUE: _____ SEASON REQUESTED: _____

FACILITIES REQUESTED: _____ HOURS OF USE: _____

SEASON START DATE: _____ SEASON END DATE: _____

TOURNAMENT DATES: (1) _____ (2) _____ (3) _____

League and travel teams may be allowed to schedule the use of City of Artesia baseball/softball facilities at Jaycee (JC) Park during the period agreed upon above provided the following conditions are agreed upon and followed.

1. League/travel teams agree to provide the basic upkeep and cleaning of all facilities used, including the baseball/softball fields, bleachers, bleacher areas, restrooms, parking lot, concession stand and surrounding area, as well as other areas used by participants and spectators. This includes but is not limited to cleaning up any trash after each game/practice or series of games that is present (or blown away by the wind) from facilities used to other portions of the park. Any trash cans which belong to the league/travel teams are to be secured in a manner that wind and animals cannot turn them over. League/travel teams are responsible for emptying the trash cans into the dumpsters. A checklist of tasks is attached.
2. All cleaning supplies and toiletries to maintain the facility during the season/tournament will be **supplied by the league/travel team**. The league/travel team is responsible for repairing all damage to the facility that occurs during their use of facilities. The lights will be turned off by 11 PM.
3. The league/travel teams must provide the City of Artesia **Street/Park Supervisor** with two (2) copies of any “non-City” keys to be used at the facility. The league/travel teams will return all City of Artesia keys within two (2) weeks after the end of the season/tournament. **The league/travel teams will be held responsible** for damages during the season/tournament and post-season/tournament until they **return all City of Artesia keys and do the post-season/tournament walkthrough inspection** with the **Street/Park Supervisor**. At the end of the season/tournament, the league/travel teams are responsible for season/tournament shutdown and completing all items on the end of season punch list. **Failure to do so may require a deposit next season/tournament.**
4. Game schedules must be submitted to the City of Artesia **Recreation Administrative Assistant**. Makeup games cannot extend beyond the end of the approved game schedule without specific authorization from the **Street/Park Supervisor**.
5. League/travel teams agree to obtain basic liability insurance coverage for league/tournament play, **listing the City of Artesia as the Policy Holder**, and provide the **Recreation Administrative Assistant** with a copy of the coverage.
6. League/travel teams agree to obtain all required permits and inspections for concession stands, for both league and tournament play. Every concession stand will have a “Food Service Permit” before it opens. A valid copy of the “Food Service Permit” must be submitted to the **Recreation Administrative Assistant** and the original must be posted in the stand **before the stand opens for the season/tournament**. **Failure to provide the permit could result in not being able to operate the concession.**
7. League/travel teams agree that the individual that signs and turns in the Agreement for Use of Facilities is the **only person in contact with the City of Artesia**. League/travel team contacts must be available and have the authority to make decisions to solve any problems that may arise during the season/tournament.
8. League/travel teams agree not to discriminate on the basis of race, creed, color, religion, sex, national origin or disability in employment practices or in the services provided.
9. League/travel teams agree to abide by the rules in this agreement. **Failure to abide by this agreement may lead to forfeiture of this agreement and/or the use of City facilities and may be cause to require a deposit for future use.**

A copy of all paperwork, including this request to use the facilities, food service permits, proof of insurance, signed policy agreement, game schedules, and light schedules, etc. must be turned in to the **Recreation Administrative Assistant at least 4 weeks prior to the season/tournament start**. The pre-season/tournament walkthrough inspection with the **Street/Park Supervisor must be completed before practices begin**. Check lists will be given to the appropriate City of Artesia Departments prior to the beginning of the season/tournament.

I, _____ (print name) representing the above organization, have read, and agreed to the above regulations in exchange for the use baseball/softball facilities at Jaycee (JC) Park during the season/tournament applied for above.

 Signature Date Phone Number



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WAIVER, RELEASE, AND INDEMNITY

In consideration for the approval of the Request to Use City Facilities (copy of request is attached), I,

_____, the _____ (Title)

of _____, for good and valuable consideration, do hereby
(Name of Individual, Company or Organization)

irrevocably agree to the following:

Waiver and Release of Liability and Indemnity Agreement

Waiver of Liability

To save, hold harmless, release from liability, and fully indemnify the City of Artesia, New Mexico, its officials, employees and their insurers (collectively "City") from all death, injury, loss, claims, or damage (including, but not limited to, reasonable attorney's fees and costs and expenses of litigation) which may occur to any person or property as a result of the use or occupancy of the City Facilities and/or Premises, or which otherwise may accrue as a result of such use or the occupancy, and hereby additionally waive and release the City from all such claims which may occur at any time as a result of the use or occupancy of the Facilities and/or Premises, and without respect to the identity of such person or persons affected by such death, injury, loss, claims, or damage, except only in the event that such occurrence shall be caused by the willful acts or omissions or gross negligence of the City.

I hereby further assume all of the risks of conducting this event and occupying and/or utilizing the City Facilities and premises. I further recognize that I and all attendees which may utilize the City Facilities and premises must abide by all rules and regulations for use of City Facilities/Property, and/or any other lawful order or directive of any City employee or official.

I have read the foregoing and fully understand that this is a binding Agreement between the undersigned and the City of Artesia.

Printed Name

Signature

Date