

**City of Oak Harbor
PARTICIPATION / ACTIVITY AGREEMENT**

This Agreement made this _____ day of _____, 2018 between the City of Oak Harbor, hereinafter referred to as the "City" and _____, _____ (describe Corporation, Nonprofit Association, Partnership, etc.) hereinafter referred to as the "League" witnesseth:

1. Purpose.

- a. The League wishes to use City facilities such as ball fields for the following activities:

- b. The City is able to provide these facilities only if the League pays some of the costs of keeping them available for public use.

- c. The League recognizes the value given by City support to its activities and wishes to provide some reimbursement for the services provided.

2. Term. The term of this Agreement shall be one year from _____, 2018 until _____, to cover a season of play from _____ to _____.

3. Payment. The League will pay the City the sum of \$ 8.50 per participant in League play to be paid by end of the regularly scheduled play season.

4. City Services. The City will provide use of City facilities on a regularly scheduled basis arrived at by the League and the City for the season described above. If a dispute arises between the League and the City, the City Parks Department Personnel shall make the decision. The following is a tentative schedule of field use:

This schedule is only tentative and may be changed by the parties by agreement but it does represent the anticipated level of usage.

5. The League will maintain general liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate for the duration of the Agreement, insuring against loss by reason of personal injury to any participant or observer. Such policy shall name the City as an additional insured, insuring the City against liability for damage claims by reason of personal injury of a participant or spectator caused by League action in whole or in part. **The League shall provide a certificate of insurance evidencing the required insurance before using the facilities. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.**

6. The League will inspect facilities provided before each game is played and determine independently of the City whether the fields are safe and capable of being used in an appropriate manner. At no time shall it rely on representations of the City or its employees in making such assessments.
7. The League will assure that City parks and equipment are not damaged by League play. The League may attach printed materials acknowledging private sponsorship of League teams and/or activities to City-owned fences within the park and adjacent to the area(s) utilized by the League for their sporting activities. At no time shall the League modify or damage City-owned facilities or fences in order to attach, or as a result of attaching, the printed materials. The League shall promptly remove the printed materials from City-owned fences at the end of the season.
8. The League further agrees to reimburse the City of Oak Harbor for any damages arising from the League's use of said facilities. Any accident involving injury to participants or damages to facilities or equipment occurring during the use of City of Oak Harbor facilities or equipment will be reported to City of Oak Harbor authorities immediately.
9. The City of Oak Harbor will not be responsible for any damages of any equipment and/or temporary structures (such as port-a-potties) which are owned, leased or rented for League use and brought to the park facility.
10. The League shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the League's use of premises, or from the conduct of the League's business, or from any activity, work or thing done, permitted, or suffered by the League in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
11. The League shall comply with the head injury protocols set forth in RCW 28A.600.190 and agrees to hold the City of Oak Harbor harmless, indemnify and defend the City, its officers and employees for any legal claims or lawsuits for injury or death arising from the failure of the organization to comply with the requirements of RCW 28A.600.190. For additional information regarding RCW 28A.600.190 see <http://www.wiaa.com/subcontent.aspx?SecID=623>.
12. The City of Oak Harbor adopted Resolution No. 09-32 establishing a policy which prohibits gender discrimination in community athletics programs using City athletic facilities, per RCW 49.60.505.

Discrimination against any person on the basis of sex in the operation, conduct, or administration of community athletics programs for youth or adults utilizing City athletic facilities is expressly prohibited and shall be a basis for denying the discriminating person or organization permission to use City athletic facilities.

Hank Nydam, Parks Manager, is responsible for compliance with this policy (see address and phone number listed below).

IN WITNESS WHEREOF, the League hereunto set its hand this _____ day of _____, 2018.

League Representative for

(Organization Name)

IN WITNESS WHEREOF, the City hereunto set its hand this _____ day of _____, 2018.

Hank Nydam, Operations Manager
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277
(360) 279-4756

***Please submit with this agreement the League's Certificate of Insurance,
naming the City of Oak Harbor as additional insured.***