

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA  
Facilities Use Agreement**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between \_\_\_\_\_ (“PARTICIPANT”)  
and the City of Willcox through the City Public Works Department (“CITY”) for the  
use of the City owned facilities by a private organization.

**ARTICLE I --- TERM OF AGREEMENT:**

The term of this agreement shall be \_\_\_\_\_, 20\_\_\_\_, through  
\_\_\_\_\_ 20\_\_\_\_, unless earlier terminated by either party.

Please note starting time and ending time TO INCLUDE set up and tear down.

\_\_\_\_\_ start time \_\_\_\_\_ end time \_\_\_\_\_

Notice of termination shall be provided at least ninety (90) days prior to the effective  
termination date.

**ARTICLE II --- CITY OWNED FACILITIES:**

This agreement shall be for the use of \_\_\_\_\_,  
(facility and area/s)

to be used for \_\_\_\_\_  
(type of event)

to be used by \_\_\_\_\_  
(example: public, family, friends)

PARTICIPANT wishes to use certain City owned facilities and the CITY is willing to  
permit the PARTICIPANT the primary use of the facilities under the conditions indicated  
in this Agreement and any Exhibit attached hereto during the term of this Agreement.

CITY agrees that it will perform the duties as outlined in Attachment “A”.

PARTICIPANT agrees it will perform the duties as outlined in Attachment(s) “B”.

PARTICIPANT agrees to pay the fees as are listed on Attachment “C”.

**ARTICLE III --- INDEMNIFICATION AND INSURANCE**

PARTICIPANT agrees to secure liability Insurance to cover the term of this  
agreement in not less than the amount of one million dollars (\$1,000,000.00)  
which names the City as additionally insured.

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their participation while performing duties undertaken pursuant to this Agreement.

The PARTICIPANT agrees to hold harmless the City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from PARTICIPANT performance pursuant to this Agreement. The PARTICIPANT shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

The CITY agrees to hold harmless the PARTICIPANT, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY performance pursuant to this Agreement.

#### **ARTICLE IV --- MISC. PROVISIONS:**

##### **CANCELLATION FOR CONFLICT OF INTEREST**

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

##### **NONASSIGNABILITY**

Neither party may assign a duty or responsibility under this Agreement without the prior written consent of the other party.

##### **RIGHTS/OBLIGATIONS OF PARTIES ONLY**

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

##### **NOTICE REQUIREMENTS**

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective party as follows:

If to the CITY: **City of Willcox, Public Services and Works**  
**250 N. Railroad Avenue**  
**Willcox, Arizona 85643**

If to the PARTICIPANT:

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Contact Phone Number(s): (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City

State

Zip Code

**SEVERABILITY**

Each provision of this Agreement stands alone and, if any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of the provision and of the entire Agreement will be severable and remains in effect.

**ENTIRE AGREEMENT**

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended or extended only by a written amendment approved by the parties.

**GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate, by reference, all laws governing mandatory contract provisions required by statute or executive order.

**IN WITNESS WHEREOF**, the Parties hereby enter into this Agreement as of the day and year written above.

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**PARTICIPANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Attachment "A"**  
**Keiller Park**

The City of Willcox Facilities & Maintenance section of Public Services & Works will perform the following:

<p><b>Field # 1</b></p> <p><input type="checkbox"/> <input type="checkbox"/> Drag and Dress</p> <p><input type="checkbox"/> <input type="checkbox"/> Set Bases at _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Set Pitcher's plate at _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Construct pitcher's mound with the following specification:</p> <p>_____</p> <hr/> <p><input type="checkbox"/> <input type="checkbox"/> Discontinue Irrigation on _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Concession Stand Key, Hy-CoM19</p> <p><b>Field # 2</b></p> <p><input type="checkbox"/> <input type="checkbox"/> Drag and Dress</p> <p><input type="checkbox"/> <input type="checkbox"/> Set Bases at _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Set Pitcher's plate at _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Construct pitcher's mound with the following specification:</p> <p>_____</p> <hr/> <p><input type="checkbox"/> <input type="checkbox"/> Discontinue Irrigation on _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Concession Stand Key, Ace M1</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Announcer Stand Key, Kwikset5</p>
--

<p><b>Field # 3</b></p> <p><input type="checkbox"/> <input type="checkbox"/> Drag and Dress</p> <p><input type="checkbox"/> <input type="checkbox"/> Set Bases at _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Set Pitcher's plate at _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Construct pitcher's mound with the following specification:</p> <p>_____</p> <hr/> <p><input type="checkbox"/> <input type="checkbox"/> Discontinue Irrigation on _____</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Concession Stand Key, C0184 (Ace)</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Announcer Booth Key, Kwikset 5</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Light Key, Master 0702</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Shed Key, M1 (Ace)</p>
---

Unless otherwise specified trash cans are emptied, restrooms are cleaned and restocked on a daily basis during weekdays.

Arrangements for additional tasks may be requested by speaking with the Facilities and Maintenance Supervisor or the Public Services & Works Director.

**Special Arrangements:**

---



---



---



---

The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

**Attachment "B"**  
**Keiller Park Checklist**

The Participant agrees to perform the following tasks:

<p><b>General</b></p> <p><input type="checkbox"/> <input type="checkbox"/> Obtain appropriate keys one business day prior to the event, by 3:30PM.</p> <p><input type="checkbox"/> <input type="checkbox"/> Return keys within two (2) business days of event conclusion.</p> <p><input type="checkbox"/> <input type="checkbox"/> Learn how to use ball field lights.</p> <p><input type="checkbox"/> <input type="checkbox"/> Learn how to use infield irrigation.</p> <p><b>Prepare Ball Fields</b></p> <p><input type="checkbox"/> <input type="checkbox"/> Place Chalk Lines</p> <p><input type="checkbox"/> <input type="checkbox"/> Verify Base Placement</p> <p><b>Vendor(s)</b></p> <p><input type="checkbox"/> <input type="checkbox"/> Request to waive requirement for all vendors to have individual permits.</p>	<p><b>Cleaning</b></p> <p>Cleaning consists of removing all litter,, sweeping and mopping concession stand and tying up garbage bags and placing them in the dumpster. All areas should be left in the same or better condition as received.</p> <p><input type="checkbox"/> <input type="checkbox"/> Clean Restrooms</p> <p><input type="checkbox"/> <input type="checkbox"/> Clean Dugouts</p> <p><input type="checkbox"/> <input type="checkbox"/> Clean Ball Field Concession Stand</p> <p><input type="checkbox"/> <input type="checkbox"/> Fill in holes in batter's box</p> <p><input type="checkbox"/> <input type="checkbox"/> Fill in holes at all bases</p> <p><input type="checkbox"/> <input type="checkbox"/> Fill in holes in front of pitcher's mound</p> <p><b>If Serving Alcohol</b></p> <p><input type="checkbox"/> <input type="checkbox"/> Obtain Special Event Liquor License with the Arizona Department of Liquor.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Liquor Liability Insurance in the amount of \$1,000,000 naming the City of Willcox as additionally insured.</p> <p><input type="checkbox"/> <input type="checkbox"/> Provide Security approved by Willcox Public Safety Department.</p>
--	--

- Participant is responsible for notifying Parks & Facilities Maintenance of items that need special attention or repair.
- All equipment or personal items belonging to the "Participant" shall be removed by 8:00 a.m. on the day following the event.
- Premises shall be left clean and in good repair or deposit will be surrendered. Others charges may be assessed if significant damage occurs.
- City of Willcox officials reserve the right to enter / inspect the premises during the event.
- The "Participant" is responsible for establishing control of the area(s) requested for use. The City of Willcox is not responsible for loss due to acts of God or vandalism or by actions of others not affiliated with the City of Willcox.

**Contact information:**

Public Services & Works -----766-4213  
 Facilities & Park Maintenance-----507-0442  
 On-call -----766-2201

**Attachment "C"**  
**Keiller Park Fee Schedule**

**Deposit and Rental Fees**

All Deposits, Fees, Proof of Insurance & Special Permits or Licenses must be tendered 10 days prior to event date in order to finalize scheduling details.

	Fee Description	Fee Amount	Number of Days	Subtotal	Cash Rec'd.	Check #	Rept. #
X	Reservation Deposit	\$50.00		\$50.00			
<b>Total Fees Due</b>							

- Request to waive fees through City Council.
- The City of Willcox reserves the right to refuse reservations.
- Must be at least 21 years of age to reserve facilities.
- Participant may reserve one (1) day prior to the event to set up for event without additional charge for the day providing another event is not already scheduled.
- Under normal circumstances; fees and certificate of insurance must be remitted ten (10) days prior to the scheduled use.
- All fees must be paid prior to the issuance of keys.
- Cancellation of reservation within five (5) days of the activity will result in surrender of \$50.00 deposit and 1/2 of rental fees.
- Returned checks are subject to a twenty-five dollar (\$25.00) fee.

**Condition Verification**

I have inspected the condition of the facilities specified under this agreement and have found them to be in \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory condition.  
 I recommend that \_\_\_\_\_ All \_\_\_\_\_ None \_\_\_\_\_ Other \_\_\_\_\_ of the deposit be returned.  
 \_\_\_\_\_ Significant damage has occurred directly related to this event.  
 Damages are estimated to cost \_\_\_\_\_ which must be remitted within five (5) days.

\_\_\_\_\_  
 City of Willcox Representative Signature \_\_\_\_\_ Date