



Whitehall Recreation Complex

Usage Agreement

Any individual or organization ("user") that wishes to use the Whitehall Recreation Complex (WRC) must register with the Town of Whitehall and pay the appropriate fees, if applicable. The charges include a damage deposit, user fee to designated area, and a separate fee for the concession building. Vendors will be subject to a fee, to be collected by the user and turned into the city office. If an individual/organization would like to use the Saddle Club building, or R.V. hookups, a separate fee and an agreement with the Whitehall Saddle Club are necessary.

All individuals/organizations must enter a *Whitehall Recreation Complex Use Agreement* between the Town of Whitehall and the Recreation Board regarding the WRC. A copy of this agreement, including deposits and a user fee schedule will be available at the Town Hall. Individual/organizations who wish to use the WRC should make contact with the Town of Whitehall in advance of the proposed usage date to check on availability and to allow time for all the appropriate paper work to be approved and inspections of the WRC completed. **Final paper work, including all payments and proof of insurance must be submitted to Town Hall no less than 7 days prior to the event beginning. Failing to do so may put the event approval in jeopardy.**

Contact will be made with The Recreation Board (through the Town Hall) to obtain keys and to make the appropriate inspections of the WRC prior to use. All agreements and necessary deposits and fees must be made prior to the inspection and release of the keys for the WRC.

The user of the WRC is responsible for any damage to the WRC from the time the keys are picked up by the user until they are returned to the Town Hall. All damaged items shall be restored to the original condition or replaced at the discretion of The Recreation Board. All garbage shall be cleaned up and placed in the dumpsters at the WRC.

There will be a PRE-inspection before and a POST- inspection after the event to check for damages or misuses before any or part of the deposit is refunded. The PRE-inspection will be held at a mutually agreed-upon time before the event. **Failure to do either inspection leaves the user financially responsible for all damages or misuses.**

WHITEHALL RECREATION COMPLEX USE AGREEMENT

Please contact the following as requested:

President: Lonna Johnson (406)287-3037 or (406)490-8294

Saddle Club Building and Equipment: Lonna Johnson (406)287-3037 or (406)490-8294

This agreement is between the Town of Whitehall, Recreation Board, and the following individual/ organization ("USER") for the use of the Whitehall Recreation Complex (WRC):

Name of Group /Organization: _____

Address: _____

City/State/Zip: _____

Responsible Party/Person: _____

Phone: _____

Dates for use: _____

Purpose: _____

Area of WRC being requested (circle one):

Arena (crow's nest)

Arena Facility (crow's nest, roping chutes, bucking chutes, arena lights)

Baseball/Softball Fields

Note: If you are having a large event, you may want to consider renting porta-potties. There are no restroom facilities within close proximity to the arena.

Fees for Events: (From schedule) _____

Maintenance Fees: (From schedule) _____

Deposits: (See schedule) _____

Total: _____

(Payment is due two weeks prior to applicant's event)

TERMS AND CONDITIONS OF USE

There is a damage deposit required which will be used toward the following if necessary:

- 1. Grounds cleanup
- 2. Repair/replace property damage
- 3. Garbage collection

The portion of the deposit not used for these items will be returned upon inspection and approval of the WRC used by a member(s) of the Recreation Board. A checklist will be used for this inspection and the remaining portion of the deposit will be released when the Town of Whitehall receives a copy of this document signed by the using entity. The deposit and fee checks, in the form of a certified bank check or cashier's check will be deposited. On approval, the deposit check will be refunded within 30 business days.

***This agreement is for the use of the actual grounds and does not cover the use of any buildings not owned by the Town of Whitehall. Use of these buildings must be contracted by a separate agreement. (i.e., Saddle Club Building and Concession Building) ***

I, _____, representing, _____, agree to the following terms:

- 1. To maintain the WRC in their current state, repair/replace and damage caused in the course of the event and return a clean facility to the Town of Whitehall within three business days.
- 2. To obtain a "Special Events" liability insurance policy, naming the Town of Whitehall as an additional insured, with minimum limits of **\$1,000,000 per occurrence and \$2,000,000 aggregate. Proof of insurance must be provided no less than 2 days prior to the first scheduled walk through and must be in effect during the use of WRC.** Livestock contractors will also be required to provide the Town with the same insurance requirements as the sponsoring entity. User agrees that any liability for injuries occurring during the course of the event is the responsibility of the using entity.
- 3. To clean up any garbage, materials, or any other waste generated by the event. Garbage containers are provided. At the end of your event, pick up all garbage from the grounds, grandstands and bleachers and place in appropriate Town of Whitehall containers.
- 4. That the responsibility for scheduling events for the use of the WRC rests with the Town of Whitehall.
- 5. That common sense and the best interest of the Town of Whitehall are the governing principles for the use of the WRC.

Signature: _____

Address: _____

Phone: _____

Approval from Mayor: _____

Whitehall Recreation Complex Fee Schedule

Rodeo Grounds:

Arena (Use of arena, and crow's nest)

\$75.00 (1 day) \$150.00 (weekend 2-3 days)

Arena Facility (Use of arena, crow's nest, roping chutes, bucking chutes and arena lights)

\$250.00 (1 day) \$500.00 (weekend 2-3 days)

Stock used for rodeos and other events at the arena area will be allowed one (1) day grace before and one (1) day grace after the scheduled event. If animals are at the complex any additional or partial days, the user will be charged and additional \$100.00 per day or partial day. All equipment brought in for an event must be removed within 3 days.

Baseball/Softball Fields:

\$75.00 (1 day) \$250.00 (tournament weekend)

1. Pitcher's mounds may not be removed from the Babe Ruth, Major or Minor league fields. All bases must be kept in metal base holders on the Babe Ruth, Major, Minor and Softball fields.
2. Local non-profit organizations may have use fees waived by providing \$250.00 worth of improvements to Baseball/Softball fields. The Recreation Board shall determine the necessary improvements and oversee any work done. All receipts of expenditure must be approved by the Recreation Board.
3. No R.V.s allowed on baseball fields.

Damage Deposits:

\$800.00

Deposit checks will be deposited and upon approval will be reimbursed to using organization within 30 business days.

Maintenance Fees:

Maintenance fees (water truck, etc.) will be negotiated with the **Whitehall Saddle Club** for use of Rodeo Grounds/Arena or **Whitehall Baseball** for use of Baseball/Softball fields.

The Recreation Board, in conjunction with the Saddle Club, shall determine the necessary improvements and oversee any work done. All receipts of expenditure involving the Town must be approved by the Recreation Board.

Vendor Fees:

If a food or alcohol vendor is needed for an event, first option must be given to the WRC clubs (Softball, Baseball, Saddle Club). All beer/wine vendors will be charged a \$75.00 fee per event. Any other vendor (food, t-shirt, photos, tack, etc.) will be charged a \$25.00 fee. These fees will be collected by the user and paid to the Town of Whitehall.

The term 'vendor' shall include any person or entity that sells a service or product at an event at the Whitehall Recreational Complex. It excludes the person or entity that rents the Complex. These fees are in addition to any fees or licenses required by the Town of Whitehall or the State of Montana. **The person signing the agreement for the use of the Complex is responsible for collecting the fees from the vendors.**

R.V. Hookups:

Contact the Saddle Club for cost and electrical hookup.

Sign-age:

All existing sign-age in the rodeo arena/baseball/softball complex MUST remain in place for the season and NOT be covered up. Additional sign-age may be displayed for the current event and then removed at the completion of the event.

Security:

Security is the responsibility of the User/applicant.

Children:

Groups/individuals using the facilities are responsible for any children in attendance. Please supervise your children.

Pets:

Individuals attending/using the facilities accompanied by pets must have the animals under control at all times.

Whitehall Recreation Complex Checklist

- Fill out application and obtain approval
- Pay Event Deposit
- Pay Rental Rate
- If ambulance stand-by services are required, contact NEMSR at (406) 287-3555.
- Provide proof of insurance certification from lessee's insurance company naming the Town of Whitehall as an additional insured
- First walk-through to note prior damage and cleanliness, and to obtain necessary keys
- Clean up
- Pay vendors' Fees
- Second walk through and key return