



Albany County Sheriff's Office Athletic Field User Agreement



This completed and signed user agreement hereby grants permission to and authorizes the "User" to use the Albany County Sheriff's Office Athletic Field specifically described in this agreement.

User's Name _____ Phone # _____

Address (no PO Boxes accepted) _____

City _____ State _____ Zip Code _____

Email Address _____ @ _____

Organization/Group Affiliation: _____

("User") to utilize and occupy those areas and facilities of the Albany County Sheriff's Office Recreation Department ("Albany County Sheriff's Office") described below ("Authorized Areas") for the purpose or purposes of:

1. **AUTHORIZED AREAS:** User shall have the right to use the following Authorized Areas. The Albany County Sheriff's Office reserves the right to control all areas as they deem necessary. It is understood that it is the User's responsibility to prepare the authorized area/s for play.

AUTHORIZED AREAS

Albany County Sheriff's Office
Albany County Sheriff's Office Athletic Field
58 Verda Lane
Clarksville, NY 12041



2. **Parking:** No fees may be charged for parking.
3. **COMPLIANCE WITH REGULATIONS:** User, its officers, agents and/or employees shall comply with all rules and regulations governing the use and of Authorized Areas, as well as all applicable Federal, State and Local laws, ordinances and regulations. Initials: _____

RESTRICTION(S) ON USE: User shall not use or allow the Authorized Areas

A). to be defaced or damaged and not to drive, or permit others to drive, outside of designated areas.

B). to be altered in any way.

6. **CLEANLINESS AND WASTE:** User shall keep, or cause to be kept, the Authorized Areas, driveways, adjacent thereto in a neat, clean and sanitary condition, and shall neither commit, nor permit, any waste or nuisance thereon. In User's failure to do so, **Albany County Sheriff's Office** may have such areas cleaned and charge User the cost(s) thereof.
7. **DEFAULT OF USER:** It is agreed that if User should fail, neglect and/or refuse to keep and perform any of the covenants, conditions or agreements contained in this Agreement, the **Albany County Sheriff's Office** may cause this agreement to be terminated, without liability to **Albany County Sheriff's Office**.
8. **INTERRUPTION OR TERMINATION OF EVENT:** The **Albany County Sheriff's Office** shall retain the right to cause an interruption of any event, in the interest of public safety, and to likewise cause the termination of such event(s) when, in sole judgment of the **Albany County Sheriff's Office**, such act is necessary in the interest of public safety.
9. **PAYMENT FOR DAMAGES:** User agrees to pay for any and all damages of whatever origin or nature, which may occur to the Authorized Areas, or any other parts thereof, as a direct result of User's use of the **facility** for User's event(s), during the term of this agreement. User agrees to pay for any and all costs incurred by the **Albany County Sheriff's Office** for the repair, replacement and/or restoration of those areas, to a condition equal to that which existed at the time this agreement became effective. **User agrees to pay for any damages caused during the event, no later than ten (10) days after close of event(s).**

If it is determined that the **facility**, or parts thereof, have been damaged as a result of the User's activities, the **Albany County Sheriff's Office** will provide to User detailed billing, accounting for all repairs, replacements and/or restoration costs when such work has been completed.

10. **INDEMNITY:** User shall defend and indemnify **the Albany County Sheriff's Office**, their officers, agents and employees from and against any and all actions, suits, proceedings, claims and demands, including attorney's fees and court costs, expense(s) and liabilities of any kind or nature whatsoever ("Claims") for injury to or death of person(s) or damage to property which may be brought and/or filed against, imposed upon or sustained by **the Albany County Sheriff's Office**, their officers, agents or employees, based upon or arising out of:
 - A. Any act or omission by **User, User's** officers, agents, employees, contractors, patrons, guests, licensees, invitees, or any other person(s) entering upon the Authorized Areas, with the express or implied invitation of **User**;
 - B. Any violation by **User, User's** officers, agents, employees, contractors, patrons, guests, licensees, invitees, or any other person(s) entering upon the Authorized Areas, with the express or implied invitation of **User**;
 - C. The use or occupancy of the Authorized Areas by **User, User's** officers, agents, employees, contractors, patrons, guests, licensees, invitees, or any other person(s) entering upon Authorized Areas, with the express or implied invitation of **User**.

This indemnity shall not include claims based upon, or arising out of, the sole negligence, gross negligence, or willful misconduct of the **Albany County Sheriff's Office**, their officers, agents and/or employees. Furthermore, this indemnity shall not require payment of a claim(s) by the **Albany County Sheriff's Office**, their officers, agents and/or employees, as a condition precedent to the **Albany County Sheriff's Office's** recovery under the same.

11. **FORCE AND EFFECT:** This agreement shall not have force and effect unless, and until, the **Albany County Sheriff's Office** and **User** have executed the same, and the original hereof shall have been delivered to the **Albany County Sheriff's Office**. **User** covenants and agrees that full and faithful performance by **User** of all covenants, conditions and agreements on **User's** part, to be performed, shall constitute a condition subsequent to the continuance of this agreement.

12. **VEHICLE ACCESS:** There will be no vehicle access to the authorized areas by the **User**. In an emergency situation, emergency vehicles have equipment on board to gain access when needed.

13. The undersigned has the legal authority to sign this agreement on behalf of the user.

This signed user agreement hereby grants permission to and authorizes the "**User**" to conduct games and/or tournament play at the **Albany County Sheriff's Office** for a specific purpose and/or area as describe earlier in this agreement. By signing this agreement, both parties hereby enter into a legally binding agreement.

_____ Date _____
Albany County Sheriff's Office Authorized Manager

User _____
Date _____



HOLD HARMLESS AGREEMENT

The user shall hold harmless, defend and indemnify the Albany County Sheriff's Office, New York, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof against all claims, suits, actions, costs, attorney fees, expenses, damages judgments, or decrees, of every name and description, by reason of any person or persons or property being damaged or injured by the User/Contractor/Producer or any of his Subcontractors, or any person employed under said User/Contractor/Producer, or under any of his Subcontractors, or in any capacity during the progress or arising or growing out of the event, whether by negligence or otherwise.

User Information *(Please print clearly)*

Contact: _____

Organization: _____

Street Address: _____

Email: _____ Phone Number: _____

Event Information *(Please print clearly)*

Special Event: _____ Date: _____

I (We) have read and agree to adhere to the provisions of the Athletic Facility & Operations Plan. I (We) understand that failure to follow these provisions may result in the denial of future applications. I (We) hereby attest to the truth and exactness of all information supplied on and with this application.

I (We) assume full responsibility for any damages to Albany County Sheriff's Office facility and/or property that occur as a result of the requested use. Furthermore, I (We) understand that Albany County Sheriff's Office and its staff, will not be held liable for any injury or damage which may occur to me, my guests, and/or members of the above-named organization and our property during our requested use of the facility. All applicants must provide a Certificate of Insurance per the attached outline requirements.

User Signature: _____ Date: _____

Sheriff's Representative: _____ Date: _____

Please attach a copy of your organization's Proof of Insurance