

Facility Management

The athletic fields in Orem are managed in a manner that maximizes facility use. All users must secure a facility reservation prior to event. A copy of the field rental agreement should remain with a member of your organization who is at the field(s) during your reservation dates and times. The agreement is proof of your reservation and may be needed if people are using your field during your scheduled time. In case of problems, please call 801.229.7455.

1. Invoice will be sent following the completion of event. Fees are due ONE WEEK after the completed rental. If a security deposit is paid, it is refundable unless clean up or repair is required.
2. **LIABILITY INSURANCE** - The City requires a Certificate of Insurance from your insurance company, with Orem City listed as certificate holder.
3. **INDEMNIFICATION** - Licensee shall release, indemnify and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, damages, lawsuits, losses and expenses (including attorney's fees), arising out of or resulting from Licensee's performance or failure to perform this Agreement and all of Licensee's activities conducted on City facilities or property.
4. **NON-ASSIGNABILITY** - Neither party shall transfer or assign any of its rights, duties nor obligations set forth in this Agreement to a third party without the prior written consent of the other party.
5. **SEPARATE ENTITIES** -The parties acknowledge that the parties are and will remain separate and independent entities and this Agreement does not create an additional entity or body.
6. **Licensee Does Not Represent City** - Licensee does not represent the City and shall not hold itself out as a representative of the City nor does Licensee have authority to act as a representative or agent of the City.
7. **SAFETY** - Licensee shall conduct its activities in a safe manner. Licensee shall be responsible for any monetary damages or injuries which result from Licensee's failure to conduct its activities in a safe manner.
8. **AMENITIES** - Events that will utilize amenities that are not provided as a part of the park require prior approval by the Department of Recreation. The Licensee may be required to meet with representatives of the Recreation/Parks Division to coordinate the set-up of the event, if banners, tents, booths, signs, fences, food trucks, etc. will be used. Clearance is required at the time of application. Any costs associated with damage caused by equipment set up will be the responsibility of the Licensee.
9. **SUPERVISION** - Licensee shall ensure that a tournament representative is always onsite and must provide the representative's phone number on the rental agreement.
 - Licensee shall ensure that groups do not enter fields until their designated rental time.
 - Licensee shall ensure that groups clear the fields by the designated rental time conclusion.
 - Licensee shall ensure that minors do not enter fields without adult supervision. Parents must supervise children at all times to ensure they do not play with, on, or around the equipment.
 - Licensee shall ensure that only players, coaches, and officials are permitted on the fields. Spectators are to remain outside the field perimeter and encroachment lines at all times.

- Licensee shall ensure that equipment is not removed. This applies to all equipment in general and goals in particular. The only exception is to move game goals outside of the goal area for warm-ups. Participants should not play with, on, or around the equipment.
- The Organizer shall monitor the conduct of their coaches, players, and fans. Any behavior that is seen as obscene, dangerous, offensive, or unsportsmanlike, will not be tolerated and may result in ejection from the facility.

General Rules: All groups and individuals that use any City facility or park, including participants and spectators, must abide by all City Ordinances.

- Park curfew is between the hours of 11:00 PM and 5:00 AM (City Code 13-1-10). Lights scheduled after 10:30 PM must be approved by the Recreation Director.
- Vehicles shall be permitted only in designated parking areas. Private vehicles are not allowed to drive or park on the grass or sidewalks at any time. (City Code 13-1-6).
- It shall be unlawful for any person to ride any animal or to permit a dog to be unleashed within the area of a park. (Ord. No. 661, Revised, 04/10/90). Animal owners are required to clean-up after their pets.
- It shall be unlawful for any person to conduct any revenue-generating event in or on any city-owned property (City Code 13-1-4) without permission from the Recreation Director. This includes charging admission.
- This agreement does NOT give the Licensee authority to sell food, drink, clothing, or souvenirs; the selling of any items at City parks is prohibited by City of Orem municipal code.
- Large events may be required to provide portable toilets (in addition to bathrooms at park) at applicant's expense. Recommendation: 1 portable toilet per every 100 people.
- Events that will utilize amenities that are not provided as a part of the park require prior approval by the Department of Recreation. This includes food trucks, booths, vendors, feather flags, tents, and canopies as well as any other equipment. The placement is determined by facility staff in order to maintain safe traffic flow and views of fields. The Organizer must use weights rather than stakes and all pop-up tents must have at least 50 lbs. of weight to secure them.
- **ARTIFICIAL TURF FIELD RULES:**
 - NO METAL CLEATS ON TURF FIELDS. Licensee is responsible to notify participants and enforce this strictly. Licensee will be responsible for any damages.
 - No food, drinks, sunflower seeds, tobacco products, gum allowed on turf fields.
 - No pets allowed on turf fields.
 - Stakes of any kind are not permitted on turf fields.
 - For softball fields, pitching mats placed on top of the turf are required to stay as they protect the turf fields.
- **SOCER GOALS SECURED.** For soccer rentals, soccer goals will be staked/sandbagged as part of initial set up. Licensee is required to ensure that goals remain secured. If goals are moved during the event, Licensee is required to stake or sandbag goals before use. (No stakes allowed on turf fields – goals must be secured with sandbags).

Prohibited Items/Actions

- Off-leash pets – ALL pets must stay on a leash.

- Bikes, inline skates, skateboards, scooters, ATV's/Motorized vehicles, etc. on the fields and in the complex.
- Fireworks, sparklers, or open flame within the complex.
- Smoking, vaping, tobacco, etc.
- Littering or dumping.
- Alcohol – consumption or possession.
- Glass on fields.
- Live bands, DJ's, dances, concerts, movies, sound systems, microphones, speakers, amplified sound, etc.
- Inflatables, bounce houses, blow-up slides, carnivals, rides, dunk tanks, climbing walls, etc.
- Overnight camping and/or open fires.
- Hitting, throwing, or kicking balls against existing fences.

Code of Conduct

For the safety and health of coaches, players and fans, unsportsmanlike conduct will not be tolerated and may result in disciplinary action or ejection from the facility. Orem City employees have the right to ask anyone to leave if any obscene, dangerous, or offensive behavior is deemed unacceptable.

Damage or Vandalism

Damage to the facility, structures or playing surface determined to stem from the rental activity will be billed to the renter. The City shall not be responsible for any theft or damages at the Facility or in the Facilities parking lots.

Facility Clean-Up

Renter shall make every reasonable and prudent effort to keep the area in which Licensee's activities are held clean and free from trash or other debris. Renter will clean up any trash and debris generated by renter's activities and place it in trash containers provided by the City.

Refund Policy

- For reservations canceled more than 7 days before the game(s), the City shall fully refund any fees that have been paid.
- For reservations canceled fewer than 7 days before the game(s), the Organizer will not receive a refund.
- Approved refunds will take approximately 2-4 weeks to be processed.
- Updating a field use reservation to include less than the reserved number of fields or hours will be considered a cancellation.

If inclement weather causes fields to be unsafe for play, every attempt will be made to reschedule the tournament rental day(s).

- If no use has occurred on the tournament rental day(s) and use cannot be rescheduled within 60 days, a full refund for that rental day(s) will be given.

- If the user has begun on the rental day and inclement weather moves in, play will be delayed until fields are deemed safe for play. If play cannot be resumed or if play is resumed and more inclement weather moves in, no partial refund will be given.
- If the use has not begun on the rental date and there is a delay due to inclement weather, Facility staff will communicate with Licensee as to an estimated start time. If the Licensee determines they cannot proceed with their tournament due to the delay, a refund will be issued.
- If lightning is seen, a mandatory game delay of 30 minutes will be enforced and all players, coaches, officials, and guests must leave the fields and seek shelter.