



AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION

DATE: January 30, 2026

AGENDA ITEM: Discussion and Consideration of Changing the Agreement for Services for Field Rental in the Parks & Recreations Department

ACTION: Motion

Purpose

To discuss and receive Council feedback on addressing the rental process for City Park baseball diamonds for outside users and organizations.

Background

The rental process has previously relied on verbal agreements and a lack of information collected at the time of reservation. There was no acknowledgement of the liabilities, and no hold harmless agreements. Invoices weren't sent until after the event concluded, resulting in staff having to make calls and collect outstanding invoices.

Options for Consideration

Develop a more formal rental agreement clearly indicating the party renting the facility, purpose of the event, dates, and any other information needed. The agreement will include a facility use policy, damage deposit, hold harmless agreement, and insurance requirements.

Staff Recommendation

Staff recommends Council discuss and provide direction on whether to proceed with proposed facility rental agreement. If Council wishes to move forward, staff will implement the rental agreement for use of the baseball diamonds this spring.

ATTACHMENTS: Tiffin City Park Ball Diamond Rental Agreement



CITY PARK BALL DIAMONDS- AGREEMENT FOR USE

City of Tiffin Parks and Recreation Department
809 E Marengo Rd, Tiffin, Iowa 52340 - (319)519-3133 – gweber@tiffin-iowa.org

APPLICANT INFORMATION

Name of Individual or Sanctioning Organization _____ Website _____

Name of Tournament or Event _____ Name of Contact Person _____

Mailing Address _____ City _____ Zip Code _____

Home # _____ Work # _____ Cell # _____

Primary E-Mail _____ Secondary E-Mail _____

Is event open to public or invitational only? _____ Will anything be sold at your event? Yes _____ No _____

FIELD LIGHT USAGE? Yes _____ No _____ **Gate Fee Collected?** Yes _____ No _____

ANTICIPATED # OF TEAMS: _____ **ANTICIPATED # OF GAMES:** _____

DATES: _____ **DATES:** _____

1st choice: Sat.(/ /) Sun.(/ /) Other(/ /) 2nd choice: Sat.(/ /) Sun.(/ /) Mon.(/ /)
mo. day mo. day mo. day mo. day mo. day mo. day

OF FIELDS REQUESTED: (4 fields) **TIMES:** (Sat. 8am- 9pm and/or Sun. 8am-4pm)

Saturday _____ Saturday Gates Open _____ Field Start Time _____ Field End Time _____

Sunday _____ Sunday Gates Open _____ Field Start Time _____ Field End Time _____

Other _____ Other Gates Open _____ Field Start Time _____ Field End Time _____

FIELD SET UP &/or _____

SPECIAL REQUESTS: _____

FEES: Damage/Cleaning Deposit (must accompany "Agreement for Use") \$500 per weekend _____

Weekend Diamond Rental Fee	\$1,300 full facility (4 diamonds)
Saturday Only	\$750.00 full facility (4 diamonds)
Sunday Only	\$600.00 full facility (4 diamonds)
Weeknight Full Complex	Contact office for pricing and availability
Aux Fields #5 & #6	\$24/hr
Bag of Field Dry	\$10 /bag
Bag of Chalk	\$8/bag

Total

~ DEPOSITS MUST BE PAID BY EITHER CREDIT CARD AUTHORIZATION OR CASHIERS CHECK MADE PAYABLE TO THE "CITY OF TIFFIN" ~ FEES MUST BE PAID BY CHECK (MADE PAYABLE TO THE CITY OF TIFFIN), CREDIT CARD, CASHIERS CHECK OR CASH AND MUST BE RECEIVED 4 WEEKS IN ADVANCE OF DATE OF USE UNLESS POST EVENT BILLING ARRANGEMENTS HAVE BEEN MADE. NO REFUND OF FEES AFTER THIS DATE UNLESS THE DEPARTMENT CANCELS DUE TO WEATHER OR OTHER UNFORSEEN CIRCUMSTANCES.

The undersigned, being of legal age and in consideration of the opportunity to use above facilities of the Tiffin Parks and Recreation Department, and to participate in the activities identified above, hereby agree to assume full responsibility for any risk resulting from participation in any activity and I further agree to indemnify and hold harmless the City of Tiffin, its officials and officers, employees, agents and representatives, from any and all claims, causes of action, demands, and expenses of every kind, resulting from or relating to third party or his/her property, arising out of use of the facilities or relating to the activity which is the subject matter of this executed form. Further, I have read and understand the Park Regulations, as codified in, the Tiffin Parks and Recreation Rental Policies and Procedures, and agree to abide by them, to ensure that other invited participants abide by said regulations, to assume responsibility for any theft or damage of equipment, facilities, and grounds as a result of such use, and to fully reimburse the City for the expense of any theft or damage, including excessive cleanup.

Signature

Date

FOR OFFICE USE ONLY

Date of Receipt / / Deposit \$ Check # Deposit returned / / .
Employee Initials Rental Fees \$ Check #

TIFFIN PARKS AND RECREATION FACILITY USE POLICY

I. Introduction

The Tiffin Parks and Recreation Department (the "Department") welcomes and encourages community use of Jim Bartels City Park Ball Diamonds. We believe that this public facility should be made available for limited recreation activities, sports competition, by community groups, organizations, and individuals as a private rental.

This document outlines policies and guidelines for use of the "City Park Complex."

II. Eligibility

All users of City Park Complex must comply with all federal, state, and local equal opportunity laws and regulations prohibiting discrimination including the American Disabilities Act.

III. Priority

1. The Department has priority for use of its facilities for Department sponsored, approved, and co-sponsored programs/events.
2. Returning events in good standing will receive 2nd priority for use.
3. 1st come; 1st serve for remaining open dates.
4. Department's main objective is to maximize usage of the Complex. Events attracting more participants will be given higher priority.

IV. Administrative Authority

The Department staff shall develop and execute appropriate guidelines for use of City Park Complex.

V. General User Responsibility for All Park and Recreation Facility Rentals

- A. All users shall comply with all Federal, State and Local laws and ordinances and shall comply with Park Regulations in City code.
- B. If approval is given for use of this Park Facilities and it is thereafter determined the Park Facilities will not be available, notice of cancellation will be given to the applicant as soon as possible with reasons for the cancellation.
- C. The Department reserves the right to withhold or withdraw approval of any reservation.
- D. **The City will require a certificate of insurance against liability associated with such usage.** See attached Hold Harmless & Insurance addendum
In renting, leasing, or making available for use, the City assumes no responsibility for:
 1. Loss or damage to any property placed on the premises by the user.
 2. Loss or damage to any property or personal effects, including motor vehicles and their contents, of the user, its members, employees, agents, participants, guests, or attendees.
 3. Royalties, licenses, or costs associated with any production or event.
- E. The Department reserves the right to cancel or postpone any activity due to conflicts, disregard of rules and regulations, inclement weather, unsafe playing conditions or other unforeseen circumstances.
- F. The Department does not endorse or condone any activities or products represented by the users.
- G. All flyers, announcements, advertisers and/or ads to be posted in Park Facilities or used and/or promoted with your event requires prior approval of the Recreation Program/Facility Supervisor or his/her designee and event shall note on any promotional material that **"The City of Tiffin does not endorse or condone any activities or products represented by this use"**.
- H. The user shall be responsible for reparation of any theft or damages to equipment, facilities, and grounds because of such use.
- I. The individual whose signature appears on the Park Facilities "Agreement for Use" or "Permit" is responsible for the supervision and behavior of the participants. Children under 18 years of age must have adult supervision.
- J. The area(s) described on the Agreement for Use/Permit, and granted for use, are the only Park Facilities available to the user.
- K. No sublet or assignment shall be initiated by the user unless written consent is given by the Department.
- L. The City reserves the right through its representatives to control all activities and to eject any person(s) from the Park Facility who causes disfavor to the rules and regulations of said facility or poses a threat to the safety of self or others. In such case, there will be no refund of user fees or deposits.
- M. Prior to use, the user shall notify the Department staff of any damages, deficiency, or similar fact observed by him/her either in the building or on the grounds, in order that such condition might not be attributable to the user in course of occupancy.
- N. If extra lighting and/or sound equipment are required, the Department must approve in advance and the user shall be responsible for all costs and arrangements. Rental time includes set-up and clean-up time. No person shall use or cause to be used any loudspeaker, loudspeaker system, sound amplifier or any other machine or device which produces, reproduces, or amplifies sound outside of buildings or other enclosed structures for the purposes of amplifying a live performance without first obtaining a permit to do so. Use of In-house PA system is allowed with permission.
- O. A Damage Deposit, payable at reservation, will be refunded in full to the user upon returning of the facility to its original condition. The City retains the right to keep the Damage Deposit if there is excessive cleaning required following the use, damage to the facility, equipment or grounds or theft attributable to the use. A cancellation made at least 60 days in advance of the use will receive a refund of rental fees collected. Deposit will not be refunded after cancellation, at any time.
- P. FEES must be paid by either check (payable to City of Tiffin), credit card, cashier's check or cash and must be paid 4 weeks in advance of date of use unless post event billing has been pre-arranged. **NO REFUND OF FEES AFTER THIS DATE UNLESS DEPARTMENT CANCELS DUE TO WEATHER OR OTHER UNFORSEEN CIRCUMSTANCES.**
- Q. Any accidents on the premises occurring during the use shall be reported immediately to the Department staff.
- R. Obstruction(s) shall not block aisles, emergency exits, passageways, or be placed as to affect the ingress and/or egress from the facility. Personal vehicles are not allowed inside Complex.
- S. Food and beverages are not allowed brought into City Park Complex. Concession agreements are in place to provide this service exclusively.
- T. Users and their participants must abide by the Iowa Smoke free Air Act. Smoking is prohibited inside the entire City Park Complex. This includes all areas and buildings inside the fences of the Complex.
- U. Coolers are not allowed inside Complex without prior approval of Parks & Recreation Director. It is Users responsibility to inform and enforce this with all participants.
- V. No pets are allowed on ball diamonds. Pets in Park must be on leash.

HOLD HARMLESS and INDEMNIFICATION:

Tournament Directors shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Tiffin, its officers and employees from any and all claims, demands, suits, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers and employees, by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, including loss of use and economic damages arising out of or in any way connected or associated with this Agreement or the use or occupancy of City property.

INSURANCE REQUIREMENTS

- Tournament Director must provide Liability Insurance Certificate to the City **TWO WEEKS** prior to the first day of the first day of the tournament. If such certificate of insurance is not presented to the City, the tournament **will** be cancelled, and the deposit will not be returned.
- The facility user, at its own expense, shall procure and maintain during the time of use the following insurance to cover all risk which shall arise directly or indirectly from the user's obligations and activities.
 - **General Liability Insurance** with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of use of City property.
 - **Qualifying Insurance:** Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B" or better. All policies shall be occurrence form and not claims made form. The user shall be responsible for deductibles and self-insured retentions in their insurance policies.
 - **Additional Insured:** The City of Tiffin, its officers and employees shall be named as an additional insured on the liability insurance policy(s).
 - **CERTIFICATE OF INSURANCE REQUIREMENTS**
 - A certificate of insurance must be provided to the CITY prior to the city granting approval to use City property. Certificates may be sent by e-mail, fax (319.545.4147, mail or delivery.
 - In the description area of the certificate of insurance the user must be identified and what facility and dates the certificate covers.
 - The following address must appear in the Certificate Holder section:
City of Tiffin
Parks and Recreation Department
300 Railroad St
Tiffin, IA, 52340

TIFFIN PARKS & RECREATION DEPARTMENT RESPONSIBILITIES

1. Mow outfield grass on all diamonds and the grass between and around each diamond.
2. Install bases and pitching rubber / portable mounds on all diamonds to the renter's specifications
3. Inform the contact person how to operate and clean any equipment renter is permitted to use during the rental period.
4. Provide trashcans / bags / hand soap and toilet paper.
5. If necessary, provide contact person with keys to building to access supplies.
6. Prior to the tournament, clean the concession room (if necessary), restrooms etc.
7. Reserve the City Park shelters to avoid conflict during your event at no charge to you.
8. Drag the field and chalk on Friday by 3pm. Saturday Night or early Sunday is available (if requested). Renter handles between games.
9. Renter will have access to chalk/field dry.
10. If you need field maintenance help, TPRD may be able to provide two workers at an additional \$30/hr. Contact Parks & Recreation Director for more info.
11. Lights on diamonds #3 and #4 will be on by requested time. Lights will shut off by 10:30pm.
12. Provide all concessions for event unless otherwise agreed upon.

TOURNAMENT DIRECTOR RESPONSIBILITIES

1. Provide adequate traffic and security control measures during tournament to insure the safety of participants, spectators and property.
2. Collect all supplies/equipment removed from site at the end of your rental day.
3. Assist with checking restrooms regularly during tournament and notify TPRD staff to replace soap, toilet paper, etc., as needed (if necessary).
4. Reimburse the City of Tiffin for lost, stolen or damaged equipment or property associated with the tournament, which is owned / rented by TPRD.
5. The tournament will provide all their own baseballs and other baseball related equipment unless agreed upon. Metal spikes are not allowed on the portable mounds or on the ball diamonds.
6. The tournament will provide its own umpires/officials. The umpire room / equipment room will be off limits to the renter.
7. Renter must provide Tiffin Parks & Recreation Department with a point of contact, including the individuals name, and cell phone number for during the tournament.
8. It is the tournament hosts responsibility to make sure dugouts and common areas are free of trash at the days end. Failure to do may
9. result in loss of deposit. PLEASE INITIAL _____
10. Renters are required to adhere to all rules and regulations and conduct themselves in a sportsmanlike manner. Conduct will be a factor
11. in deciding subsequent year uses.