

Ferguson Township
S & A Field Utilization Policy

Background

S & A Field has been utilized and maintained almost solely by the State College Area Teener League (hereafter referred to as “League”) since Ferguson Township (hereafter referred to as “Township”) took over the field in September, 2000. In a perpetual agreement with the Township, Johnson Farm Associates, and The Landings Property Owners Association, the League has maintained exclusive control over usage, scheduling, and operation of the field. During this time, the League has allowed other organizations, such as the State College Sluggers, to utilize the field for exhibitions as scheduling has permitted.

In 2012, the Township began fundraising for a project to illuminate the field and extend the outfield fence to bring the field into compliance with the standards of the Pennsylvania Interscholastic Athletic Association. As various partners were approached to help fund the project, it became evident that other organizations may be interested in utilizing the field for exhibition and tournament play, and that there should be a process for reserving the field in that event.

Purpose

The purpose of this policy is to regulate utilization of the field, protect the interests of the Township and League, and expand the usage of the field to other organizations. The Township recognizes that the League has had and shall continue to have priority with regard to scheduling utilization of the field.

Policy

Premises

The Township agrees to provide utilization of S & A Field located at 485 Airport Road State College, PA 16801 consistent with this policy and the Rules and Regulations attached hereto as Exhibit “A”. The Township reserves the right to approve or deny any request for utilization of S & A Field.

Permitted Use

The Applicant agrees to utilize the field solely for “hardball” activities. Use of the field for other sporting events and applications including, but not limited to softball, soccer, football, Frisbee, rugby, lacrosse, or any other organize or unorganized sport shall be prohibited.

Use of Concession Stand

The concession stand shall only be operated by representatives approved by the League. Arrangements to operate the concession stand during the utilization of the field shall be made with the League in a separate agreement. Additional fees, indemnification obligations, and other considerations may apply.

Scheduling Period

Organizations that are interested in scheduling use of the field shall submit to the Township Manager an Application for S & A Field Use (Exhibit "A") no later than January 31st of the year in which the utilization is requested ("Scheduling Period"). Consultation with the League and the Township prior to submitting an application to review potential scheduling conflicts is recommended, although not required.

The Township shall review submitted applications with representatives from the Teener League no earlier than the close of the Scheduling Period each year to determine whether the requested date will conflict with the League schedule for the upcoming year. The Township shall notify the Applicant of approval or denial of the request no later than March 1st of the year in which the utilization is requested ("Approval Period").

The Township reserves the right to deny all or part of the dates requested for use of the field. If some of the dates on an application are approved and some are denied, the Applicant will be notified and will inform the Township of their intent to withdrawal the request to utilize the field or proceed to play the approved games.

Exceptions to Scheduling Period and Approval Period

Due to the need to coordinate with the League's schedule and the importance of advanced notice to plan accordingly for any necessary field maintenance, Applicants are generally prohibited from submitting requests to utilize the field outside of the Scheduling Period. Exceptions to this prohibition may be made at the sole discretion of the Township Manager. The Applicant should contact the Township with the requested date(s), and the Township Manager or his designee shall review the request with League representatives.

Fees

A fee of per game shall be assessed to the Applicant. The fee shall cover the maintenance and preparation of the field, utility costs, and administrative costs associated with the review of the application. The fee shall be due at the time of approval of the application. Fees for the facility use are attached as Exhibit "C".

Concession stand – The League reserves the right to establish reasonable fees for operation of the concession stand during scheduled use of the field.

Indemnification

The Applicant agrees to provide comprehensive liability insurance in regard to the baseball and ancillary activities associated with baseball conducted in the Premises in an amount of at least two million dollars (\$2,000,000.00). The Township of Ferguson, The Landings Property Owners Association, Johnson Farm Associates and the State College Area Teener League, its successors and/or assigns as their interests may appear shall be added by the Applicant as Additional Insured on the Applicant's comprehensive liability policy.

The Applicant agrees to provide a copy of such policy or a binder to the Township at the time of execution of the facilities usage agreement so that the Township may be assured that the insurance is in force at all times. The insurance shall be with an insurance company rated at least "A" by A.M. Best Company.

Maintenance

Maintenance of the field shall be the sole responsibility of the League and in accordance with the License Agreement executed September 5, 2000. Maintenance activities shall include preparation of the field (dragging the infield, mowing the grass, line painting, etc.) for play, as well as any work that needs to be performed after play is finished.

Use of equipment to maintain the field by personnel not approved by the League shall be prohibited.

Use of Lighting

It is understood that the lights may operate each day of the week between March 1 and October 31.

Use of Loudspeakers and Public Address System

Use of a loudspeaker and public address system on the Premises is limited for use as follows:

- May be used for opening day ceremonies, and
- During tournaments hosted by the League or approved Applicant.
- Announcements as needed during regularly scheduled games.

Miscellaneous Provisions

- Alcoholic beverages are strictly prohibited.
- It is recognized that the License Agreement between the League, Township, Johnson Farm Associates, and The Landings Property Owners Association, Inc. dated September 5, 2000 as amended February , 2015, is critical to the operation of this Policy. Any changes to the License Agreement or the League's utilizations of S & A Field for seasonal play shall require a change to this Policy.

Hold Harmless

In consideration of Ferguson Township allowing use of S & A Field, the Applicant/Organization hereby agrees to Defend, Indemnify, and Hold Harmless the Township of Ferguson, its officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions, and liabilities (including cost and all attorney fees) to or by any and all persons or entities including, without limitation, their respective agents, licenses, and representatives arising from, resulting from, or connected with the use of the Premises, or from any error or omission of the undersigned, its partners, shareholders, officers, agents, employees, invitees, volunteers, or by the breach of this Application, unless such injury of damage is caused by the sole negligence of the Township of Ferguson

Indemnification

The Applicant shall provide to the Township evidence of comprehensive liability insurance in regard to the baseball and ancillary activities associated with baseball conducted in the Premises in an amount of at least two million dollars (\$2,000,000.00). The Township of Ferguson, The Landings Property Owners Association, and the State College Area Teener League, its successors and/or assigns as their interests may appear shall be added by the Applicant as Additional Insured on the Applicant's comprehensive liability policy.

I have been provided a copy and read the Township of Ferguson's S & A Field Utilization Policy. I have also read and understand the above printed Hold Harmless and the above printed indemnification requirements.

Applicant's Signature

Date

OFFICE USE ONLY

Number of approved games: _____ Approved By: _____

X Field Utilization Fee: _____ Mark Kunkle, Township Manager

Total: \$_____ Approval Date: ____/____/____