

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9747

DATE 2/29/24

TITLE

RESOLUTION AUTHORIZING THE EXECUTION OF BOWMAN FIELD RENTAL AGREEMENT

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport approves the attached Bowman Field Rental Agreement; and,

BE IT FURTHER RESOLVED, that the Mayor and City Controller are hereby authorized to execute any and all required documentation to carry out the effect and purpose of this resolution and the Agreement.

Approved



City Clerk



President

BOWMAN FIELD RENTAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____
between the CITY OF WILLIAMSPORT, hereinafter referred to as the Lessor, or City, (Any
additional events added to this event after the above stated date, which may be subject to a fee, will be
charged according to the Bowman Field Use Fee Schedule, Exhibit "A".)

- AND -

_____ hereinafter referred to as the Lessee.

WITNESSETH: For and in consideration of the sum of the amounts due according to Exhibit
"A" and other valuable considerations, the Lessor does hereby demise and let to the Lessee, which does
hire and take from the Lessor, the facilities and premises of **Bowman Field** upon the following terms,
conditions and covenants:

1. **SECURITY DEPOSIT** - The Lessee will pay to the City a \$750.00 refundable security deposit upon execution of this agreement. Said deposit will be applied to the cost of repairing damage determined to be caused by the Lessee's use of the premises. Should the repair costs exceed the amount of the security deposit, the Lessee will pay the balance upon submission of actual invoices for the repair. If no damage has occurred, said security deposit would be returned to the Lessee within 90 days after the lease terminates.
2. **RENT** - Subject to the hereinafter provisions, the rental shall be in accordance with the Fee Schedule on Exhibit "A" for the period covered by the Lease Agreement. Said rent shall be payable at the City of Williamsport, Department of Recreation, located at 1550 West Third Street, Williamsport, PA 17701. The rental rates are attached hereto and marked Exhibit "A".
3. **TERM** - The Lease of the playing field, adjacent parking lot, concession area and support facilities shall be utilized on _____. Either party may terminate this lease upon 30 days written notice.
4. **PURPOSE** - The Lessee shall use the leased premises for the purpose of _____ as arranged and approved through the Recreation Coordinator throughout the term of the Lease. All rescheduled activities must also be arranged and approved through the Recreation Director. The Lessee shall not sublet or use this facility for any other than the above stated purpose.
5. **CHARGES** - An admission fee may be charged; however, it will be the responsibility of the Lessee to adhere to all local taxing and ordinances, including health laws, of the City of Williamsport.

6. **VIDEOBOARD, PUBLIC ADDRESS SYSTEM, AND FIELD LIGHTS** – The Lessee will be provided the personnel to operate the videoboard and public address. Field lights are also available and will be charged as outlined in Exhibit A. At no time may any unauthorized personnel access the videoboard, public address system or control room.
7. **ADVERTISING** – The Lessor reserves all advertising rights within Bowman Field including but not limited to billboard space, outfield fences, etc.
8. **MAINTENANCE** – The City will prepare the playing field for each rental. This will include the opening and closing of the facility, cleaning of the restrooms and seating area before and after rentals, as well as the operations of the videoboard and audio system. If there is additional damage or repairs, the City will use City personnel to perform this work, and any fees shall be charged to the Lessee.
9. **INSURANCE** – Lessee agrees to maintain insurance on its activities and to indemnify, defend and hold harmless Lessor from any suits or claims brought against Lessor arising from the negligence or willful misconduct of the Lessee or its agents, participants and employees. Such insurance coverage shall be no less than the amount of \$1,000,000 for comprehensive general liability. The Lessee shall also provide workers compensation insurance for the state minimum limits for all employees and volunteers. The Lessee shall provide a certificate of said insurance to the Lessor and shall also list the Lessor as an additional insured.
10. **UTILITIES** – The Lessee will be responsible for paying a fee for the use of field lights as noted in Exhibit A.
11. **CHANGES** – Lessee may not construct, alter or remove any structures, such as but not limited to buildings, infrastructure, fields, stands, dugouts, fences, benches, or free-standing apparatus.
12. **CONCESSIONS** – If the Lessee has a desire to operate concessions, lessee must negotiate the use directly with the Williamsport Crosscutters, the stadium concessionaire. Use of existing equipment for this purpose is not a part of this contract and is not available without written approval from the Williamsport Crosscutters.
13. **PARKING LOT** – The Lessee shall be entitled to use in common with others the parking facilities adjacent to Bowman Field. No charge shall be made for same for any parking without written consent and approval of Lessor.
14. **CANCELLATION** – In the event that the Lessee shall for any reason violate any condition or covenant of the Lease or, in the opinion of the Mayor, any disputes within the Lessee's organization create a danger to person or property, Lessor shall give Lessee due notice of such violation and Lessee shall have five (5) days to rectify or correct such violation. In the event Lessee shall fail to rectify or correct such violation after due notice, Lessor may, as its option, waive such violation or may terminate this Lease. The Lessor will refund to the Lessee the proportion of the rental charge appropriate to the time the Lessee will not be using the premises as well as any unused balance of the security deposit.
15. **FIELD CONDITIONS** – The Head Groundskeeper has the exclusive right to cancel or postpone any games due to inclement or impending weather conditions detrimental to the integrity of the playing surface. In the event of a game cancellation, the game could be rescheduled with MLB approval.

16. **RENEWAL** – The executed contract is not renewable; however, it is subject to annual negotiations under the direction of the Mayor or his/her designee.
17. **GAME PROTOCOL** – To reduce maintenance and reduce turf damage the following game protocol shall be exercised:
 - A. Teams are not allowed to take batting practice on the field.
 - B. Teams are not allowed to warm up on the foul lines or sidelines in front of the dugouts. (Designated areas in the outfield will be provided upon arrival by Groundskeeper).
 - C. Teams are not allowed to take infield/outfield practice before games.
 - D. Only one mound in each bullpen is permitted for warm ups of pitchers.
 - E. No cleats of any kind are permitted to stand or walk on any tarps in the bullpens.
 - F. The on deck batter must stay on the warning track or on the on-deck circles.
 - G. Umpires for the games are not permitted to stand in turf areas behind the first baseman/ must stay on infield dirt.
 - H. Second basemen and shortstops are not permitted to stand in the outfield grass in between pitches. They must play on the dirt.
 - I. Cooler dumps of water, Gatorade, or ice are to be poured in drains not on the field.
18. **MISCELLANEOUS**
 - A. The Lessee shall not underlet the premises or assign this agreement or any interest herein without the written consent of the Lessor, except as is hereinbefore expressly provided otherwise. Provided, however, should written consent be granted to the Lessee to sublet the premises or assign this agreement, Lessee shall, in all events, remain liable to the Lessor for the performance of all the terms within the Lease, including renewals thereof.
 - B. Members of the Bowman Field Commission and Administration of the City shall at all times, upon proper identification, have the right to enter upon the Leased premises for the purpose of inspecting, observing and determining compliance with the terms of this Agreement by Lessee.
 - C. In the event the City is ordered by a court of competent jurisdiction to Lease the premises to any other party during the term hereof; the City, at its option, may terminate this Lease Agreement.
 - D. Postgame pictures and team photos are permitted on infield dirt or warning track ONLY; photos on turf area are NOT permitted. Parents, families and fans are NOT permitted on the field.
19. **APPROVALS** – This Agreement is contingent upon the input of the Bowman Field Commission, Major League Baseball and the City, with final approval by the City Council of the City of Williamsport.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed and delivered on the day and year first above written.

ATTEST:

CITY OF WILLIAMSPORT

Janice M. Frank, City Clerk

Derek Slaughter, Mayor

Margaret J. Woodring, City Controller

ATTEST:

Signature

Printed Name/Title

Date

EXHIBIT "A"

BOWMAN FIELD RENTAL RATES

RENTAL FEES

<u>Single-game Fee</u>	\$900.00
<u>Continuous Doubleheader (by same teams)</u>	\$1300.00
Daily Fee for use Outside Bowman Field	\$200.00
Weekly Fee for use Outside Bowman Field	\$800.00
Concerts/Special Events (Electric fees based on actual meter readings for all concerts.)	\$3,500.00

OTHER EXPENSES

Field Lights	\$200.00/hour
--------------	---------------

*Should unusual wear and tear of the playing field occur, the User/Applicant shall be billed for the time and essentials necessary to return the field to its original condition of which shall also include concerts.

SECURITY DEPOSIT

1. Single Games/Additional Games – A \$750.00 security deposit shall be paid prior to the start of the season. This security deposit will be utilized for any damage beyond the above charges on a game-by-game basis. If the security deposit is exhausted, then an additional \$750.00 shall be deposited to be utilized for any damage. If there is excessive damage to the field and/or facility, the user will be charged accordingly.
2. Concerts – A \$3,500.00 security deposit shall be paid per event. The security deposit, insurance requirements and maintenance fee shall be decided on a case-by-case basis. No concert shall be held without the security deposit being paid up front, all insurance documents being provided prior to the event, and the maintenance agreement being signed.

RAIN AND INCLEMENT WEATHER

The Head Groundskeeper has the exclusive right to cancel or postpone any games due to inclement or impending weather conditions detrimental to the integrity of the playing surface. In the event of a game cancelation there will be no make-up days.

RENTAL FEES INCLUDE:

- Opening & closing of facility
 - PA system & PA announcer (National Anthem, introduction of batters, player substitutions & any announcements provided by renter)
 - Pregame & between innings music
 - Line Score & Pitch Count displayed on videoboard
 - Video Board Operator
 - Player At-Bat graphics (Team/School logo, player name, position, etc)
 - Static logo on videoboard throughout entire event
 - Ability to show sponsor logos on videoboard
 - Appropriate sound effects during game
 - Use of wireless microphone system for on-field ceremonies/presentations, etc.
 - Stadium clean-up
-
- Note: All graphics, logos and player rosters must be submitted at least 5 days prior to the event to Justin Hawkins (justin@crosscutters.com).