

*The City of Muskogee encourages participation from all citizens in public meetings if participation is not possible due to disability, please notify the City Clerk in writing at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA/36).*

**AGENDA**  
**PARKS & RECREATION ADVISORY BOARD**  
**JANUARY 12, 2022**

*Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item.*

*When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body.*

*Under certain circumstances, items are deferred to a specific date or stricken from the agenda entirely.*

**REGULAR SESSION - 4:00 P.M. - SPAULDING SCOUT HOUSE, 820  
DORCHESTER, MUSKOGEE, OKLAHOMA**

**ROLL CALL**

- 1 Consider approval of the Parks & Recreation Advisory Board Minutes of December 8, 2022, or take other necessary action.
- 2 Receive staff presentation of 2022 Hatbox Operation Proposal and take any necessary action. (Mark Wilkerson)
- 3 Consider the proposed List of 2022 Foundation Funded projects to be forwarded to City Council as recommended. (Mark Wilkerson)
- 4 Receive Garden of Lights and Depot Green Christmas reports, or take other necessary action. (Brooke Hall)
- 5 Receive an update on Love-Hatbox Sports Complex baseball field progress, or take other necessary action. (Rick Ewing)
- 6 Receive an update on the progress of replacing the Azaleas at Honor Heights Park, or take other necessary action. (Rick Ewing)

7       Receive staff work progress updates.

Brooke Hall, Assistant Director

Rick Ewing, Assistant Director

Mark Wilkerson, Director

**ADJOURN**

## **Parks & Recreation Board Agenda**

**1.**

Meeting Date: 01/12/2022  
Submitted For: Mark Wilkerson, Parks & Recreation  
Initiator: Karen Finley, Office Admin II  
Department: Parks & Recreation  
Staff Information Source:

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### Information

#### **AGENDA ITEM TITLE:**

Consider approval of the Parks & Recreation Advisory Board Minutes of December 8, 2022, or take other necessary action.

#### **BACKGROUND:**

#### **RECOMMENDED ACTION:**

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### Attachments

12.8.21 Minutes

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## **MINUTES**

### **OF THE PARKS AND RECREATION ADVISORY BOARD OF THE CITY OF MUSKOGEE, OKLAHOMA MET IN REGULAR SESSION AT THE TEEN CENTER DECEMBER 8, 2021**

The Parks and Recreation Advisory Board of the City of Muskogee, Oklahoma, met at 4:00 p.m. on December 8, 2021, in the Teen Center conference room, 322 Callahan St., Muskogee, Oklahoma.

The meeting was called to order and the roll was called as follows:

Present: Stacy Alexander, Chairperson; Evelyn Hibbs, Board Member; Blanca Lopez, Board Member; Traci McGee, Board Member; Janet Thornton, Board Member; Linda Stowers, Board Member; Kimberli Jaquez, Board Member

Absent: Julie Macomb, Board Member; David Ragsdale, Board Member

Staff Mark Wilkerson, Director, Parks & Recreation; Rick Ewing, Assistant Parks Director;

Present: Brooke Hall, Assistant Recreation Director; Leslie Hamil, Teen Center Program Coordinator; Karen Finley, Secretary

- 1 Consider approval of the Parks & Recreation Advisory Board Minutes of November 10, 2021, or take other necessary action.  
Motion made by Board Member Kimberli Jaquez, seconded by Board Member Linda Stowers to approve Parks and Recreation Advisory Board Minutes of the November 10, 2021 meeting.  
Carried - Unanimously
- 2 Consider approving PDG proposal of the Grandview Park Project, or take other necessary action. (Brooke Hall)  
Director Mark Wilkerson informed the Board that this is a landscape design service to design the park at Grandview. Request For Qualifications (RFQ) are sent out in newspapers, professional journals and publications, and sent directly to companies that do these type of services. Five (5) companies applied, and were scored by a committee. PDG and Alaback Design were virtually tied. The companies were asked for proposals, which generally include qualifications, consultants, team members, and past projects, along with cost estimates. Jeff Reeves, Project Manager for the City, made the decision that the cost Alaback came back with was too high, since it was over twenty-one thousand dollars (\$21,000) higher than PDG's proposal. The reason

both scored high is that they've both done these types of projects before, and they were both going to be consulting with the same company, Progressive Bike Ramps, out of Missouri. The City has used PDG for many projects in the past with satisfaction, so the decision was made to select them over Alaback Design. Motion made by Board Member Kim Jaquez, seconded by Board Member Linda Stowers to approve PDG proposal of the Grandview Park Project. Carried - Unanimously

3 Receive staff work progress updates.

Brooke Hall, Assistant Director  
No updates.

Rick Ewing, Assistant Director  
No updates.

Mark Wilkerson, Director

Mark showed a video that is being shared on social media of the Depot Green Christmas train. He stated that there were approximately four hundred (400) train rides given on opening night, and approximately one hundred (100) rides per night since then. The Christmas parade will be on December 20th, and the plan is to run the train in the parade, and then drive it back down to the Depot Green for it's usual night of train rides.

Mark introduced Leslie Hamil, Teen Center Program Coordinator, to Park Board Members, and asked her to tell members a little about the Teen Center. Leslie stated that the Teen Center serves 7th to 12th grade students, and that everything is free of charge to them. Just a few of the services that the Teen Center offers are english and math tutoring, photography classes, Taekwondo classes, guitar and drum lessons. There is also a gym, and Bacone College has athletes that come and work with the kids on their skills. There is also the Youth Volunteer Corp.(YVC) side of the Teen Center. Last year, for the second time in eight (8) years, Muskogee's YVC program was selected as Affiliate of the Year for the USA, and Canada. YVC does projects to help the community such as working at Camp Bennett, Salvation Army Bell Ringing, working with Fostering Hope, learning skills to upcycle furniture, making toys for rescue animals, delivering food to shut ins, and building wheelchair ramps. It is a safe organization that does not discriminate, or bully other kids. Leslie also gave interested Park Board Members a tour of the Teen Center.

There being no further business, the meeting was adjourned at 4:36 P.M.

Stacy Alexander ,CHAIRPERSON  
Muskogee Parks and Recreation Advisory Board



## **Parks & Recreation Board Agenda**

**2.**

Meeting Date: 01/12/2022  
Submitted For: Mark Wilkerson, Parks & Recreation  
Initiator: Karen Finley, Office Admin II  
Department: Parks & Recreation  
Staff Information Source:

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### Information

#### AGENDA ITEM TITLE:

Receive staff presentation of 2022 Hatbox Operation Proposal and take any necessary action. (Mark Wilkerson)

#### BACKGROUND:

#### RECOMMENDED ACTION:

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### Attachments

HB Op Plans

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City of Muskogee -Parks and Recreation Department		
TOPIC: Field Use Agreement requirements for Recreation Fields		
ISSUED BY:	NOTE:	Effective Date: January 1, 2022

## I. GENERAL

The City of Muskogee desires to provide adequate recreational facilities for all who wish to participate in various sports and to assure the health, safety and welfare of all persons participating in events sponsored on the city's athletic fields.

## II. PURPOSE

The purpose of this policy is to define the requirements that must be met in order to engage in scheduled use on Love-Hatbox Sports Complex fields. This policy applies to all organizations scheduling the use of LHBX Complex sports fields which are not part of the Parks and Recreation Department.

It is the intent of this policy to have the requesting organizations complete and comply with all requirements of the Field Use Agreement guidelines.

## III. OPERATIONS

Hatbox Sports Office  
Address: 3601 Arline Muskogee, OK 74401  
Phone Number: 918-684-6398

### Full-Time Staff

Sport and Events Coordinator - 1  
Concession and Revenue Manager - 1  
Sports Facilities Maintenance Leader III -1  
FT Field Staff – 4

### Seasonal Staff-40

Concession and grounds crew- seasonal staff hired year round to work league play and tournaments scheduled at the sport complex. Primary work hours will be week nights and weekends.

### Sports Fields

Reservations available for Football, Soccer, Softball, Baseball-user groups may request field use year round.

### Concessions

All concession and food vendor operations are managed by the City of Muskogee Parks and Recreation Department. Pre-approval and vendor permit form is required for vendors within the sports complex.

### Winterizing Facility

Drinking fountains, baseball, football will be winterized November 15-March 1. Sports Office, softball



and soccer restrooms are heated and will remain available year round.

#### Website

The website domain [www.lovehatbox.com](http://www.lovehatbox.com) directs visitors to the city of Muskogee LHBX sports page. This will be updated with current contact and program information.

#### Social Media

“Love Hatbox Sports Complex-Muskogee” is the primary means for communicating information to the public, as well as communicating with individuals who post questions through messenger. The Hatbox Sports and Event Coordinator is responsible for managing this FB page.

### **IV. REGISTRATION**

Registration of individual players and/or teams is the responsibility of the organization or host of each sports league or event. Host/Organization is responsible for reserving field use as required by the Parks and Recreation Department.

#### **Muskogee Parks and Recreation Programs at LHBX Sports Complex:**

- **Hatbox Youth Baseball League** is coordinated by the Parks and Recreation Department under the direction of the Hatbox Sports and Events Coordinator. The league follows USSSA guidelines. Spring and Fall leagues are available for Muskogee and surrounding communities.
- **Co-ed Adult Leagues** are hosted in the fall and spring.
- **Youth Baseball Tournaments** hosted throughout the year.

The following organizations are considered (current 2022) Recognized Users at LHBX Sports Complex:

1. Green Country Girls Softball Association – youth softball league
2. Muskogee Public School cross country
3. Muskogee Youth Soccer Club
4. WSA Competitive Soccer Association (Muskogee/FTG/Tahlequah teams)
5. Bacone Soccer (home field and practice use)
6. Bacone Baseball and Softball – practice use only
7. Adult Competitive Football

All of the above users during the spring/summer season and the fall season are included in the Recognized User Category and are required to conform to all requirements outlined in the Field Use Agreement Guidelines. Recognized User List may be updated at any time throughout the year as new programs, user groups, and/or leagues are established.

Additional field use requests will be accepted throughout the year. Approval is determined by availability of fields and assessment of grounds and maintenance required. League and tournament play and maintenance of fields takes priority over practice use of the fields.

### **V. USER FEES**

Registration fees for field users will be assessed as follows for each participant in an activity. Fees are to be paid to Muskogee Parks and Recreation Dept by the organization prior to use of the fields:

- A. P&R Program Fees – current P&R fee list as approved by the P&R Director
- B. Rental/Contract Field Use – current fee list as approved by the P&R Director
- C. LHBX Contract User Groups – events/entry/admission determined by organization/event host

Following will pay according to Fee Schedule:

- A. Tournament/Event Directors-field use for tournaments, clinics and/or camps will pay a per use field rental charge according the City of Muskogee P&R Fee list.
- B. Any team that wishes to practice or play at LHBX Sports Complex will pay a per use field rental charge according to the City of Muskogee P&R Fee list and will receive fields as available.

All fees and field rental fees will be paid to the P&R Dept to be used exclusively for the improvement and development of recreation fields. All registration fees and field rental fees shall be non-refundable.

**Each recognized user program must submit a liability insurance policy to the Parks & Recreation Department prior to the beginning of each season. The liability policy must be for at least \$1,000,000 and include the City of Muskogee as additional insured.**

## **VI. BACKGROUND CHECKS**

This policy is intended to preserve the safety and well-being of children using City of Muskogee facilities. Field users shall work with the City to prevent participation of persons who have demonstrated past conduct incompatible with service to or care of children.

The background checks are the responsibility of the organization or host requesting field use. All persons subject to background checks must provide truthful, correct and complete information necessary to complete the check and a failure to do so will result in disqualification.

Individuals may begin participating prior to the completion of a background investigation if they have given the organization a release of information. It shall be the responsibility of each organization, however, to prohibit an individual from participating if the individual is later found to be ineligible under this policy.

No individual will be permitted to participate if the result of the background check shows that the person has been convicted of any of the following crimes (or equivalent offenses in another state):

- A. Any sex offenses regardless of the amount of time since the offense i.e. child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure etc.
- B. Any felony violence or drug offense regardless of the amount of time since the offense i.e. murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary, child endangerment, etc.
- C. Any misdemeanor within the past 5 years involving or directed toward a minor or which is directly related to the functions of that volunteer, including contributing to the delinquency of a minor, providing alcohol to a minor, or theft or embezzlement.
- D. Any sexual or physical crimes against minors – Any conviction for a crime against the person of a minor, felony or misdemeanor, inclusive of the crimes set forth above, which involves sexual or physical misconduct.

All persons receiving background information shall maintain the confidentiality of such information except to the extent disclosure, including disclosure to government agencies, is required by law. All background information shall be promptly destroyed after a final decision has been made regarding the eligibility of an individual to participate.

## **VII. CODE of CONDUCT**

All LHBX user groups, coaches, assistant coaches, volunteers, umpires shall receive a copy of, and abide by, the Code of Conduct available as established by the City of Muskogee Parks and Recreation Department. Organizations and/or contract user groups will be responsible for communicating and enforcing the Code of Conduct for all patrons of the LHBX Sports Complex.

## **VIII. FIELD SCHEDULING**

All field scheduling must be approved by the City of Muskogee Parks and Recreation Department. All field users participating in scheduled recreation activities must have written approval prior to using any LHBX sports field for practice or games. Coaches and league schedulers must work with the Recreation Department on all game changes, practice changes, or rain dates so that fields can be utilized to their fullest. Approval granted to an organization cannot be delegated to other organizations without the prior approval of the Recreation Department.

All field users to include competitive and recreational teams shall notify the City of Muskogee P&R Department within fourteen (14) days of the completion of their registration period, any field time, both practice and game, that is no longer needed by the organization. This unused time will be returned to a pool of available fields that may be scheduled by the P&R Department on a priority basis to other organizations. Any organization that is found to not comply and allows fields scheduled to them to go un-used, may be restricted in the amount of field usage scheduled for them the following season. Unexpected events, such as a no-show team for a scheduled game or due to extraordinary circumstances shall not be counted as a violation of this policy.

- A. Priority of User Groups-upon start of Calendar Year, all recognized user groups from previous year will submit a Use Agreement Request for the current year by January 31. Schedule requests will be reviewed based on priority, review of dates and potential conflicts, approval submitted in writing to the organization.
  - 1. Sports Leagues – all local leagues calling LHBX “home” will host games and practices throughout their season will be given priority for field use.
  - 2. Contract Use – Tournament play will be given priority based on # of events requested by tournament director, # of teams or participants expected to attend, and regional or state events drawing out of town and hotel stays.
  - 3. Sports Clinics- local and regional sports clinics available for youth activity.
  - 4. Practice Use – practice use available to the public will be limited and based upon availability according to league/tournament/clinic schedules, field maintenance, and field preparation for leagues and tournament play. Field wear and tear will be monitored monthly and city staff will determine if and when the fields are available for practice.

## **IX. COMPLAINTS**

Complaints received by the P&R Department will be submitted to the P&R Assistant Director-Recreation. Complaints related directly to city staffing or programs under the direction of the P&R Department will be investigated and handled internally.

Contract Use/Events: It is not the position of the City of Muskogee to get involved in intra-league

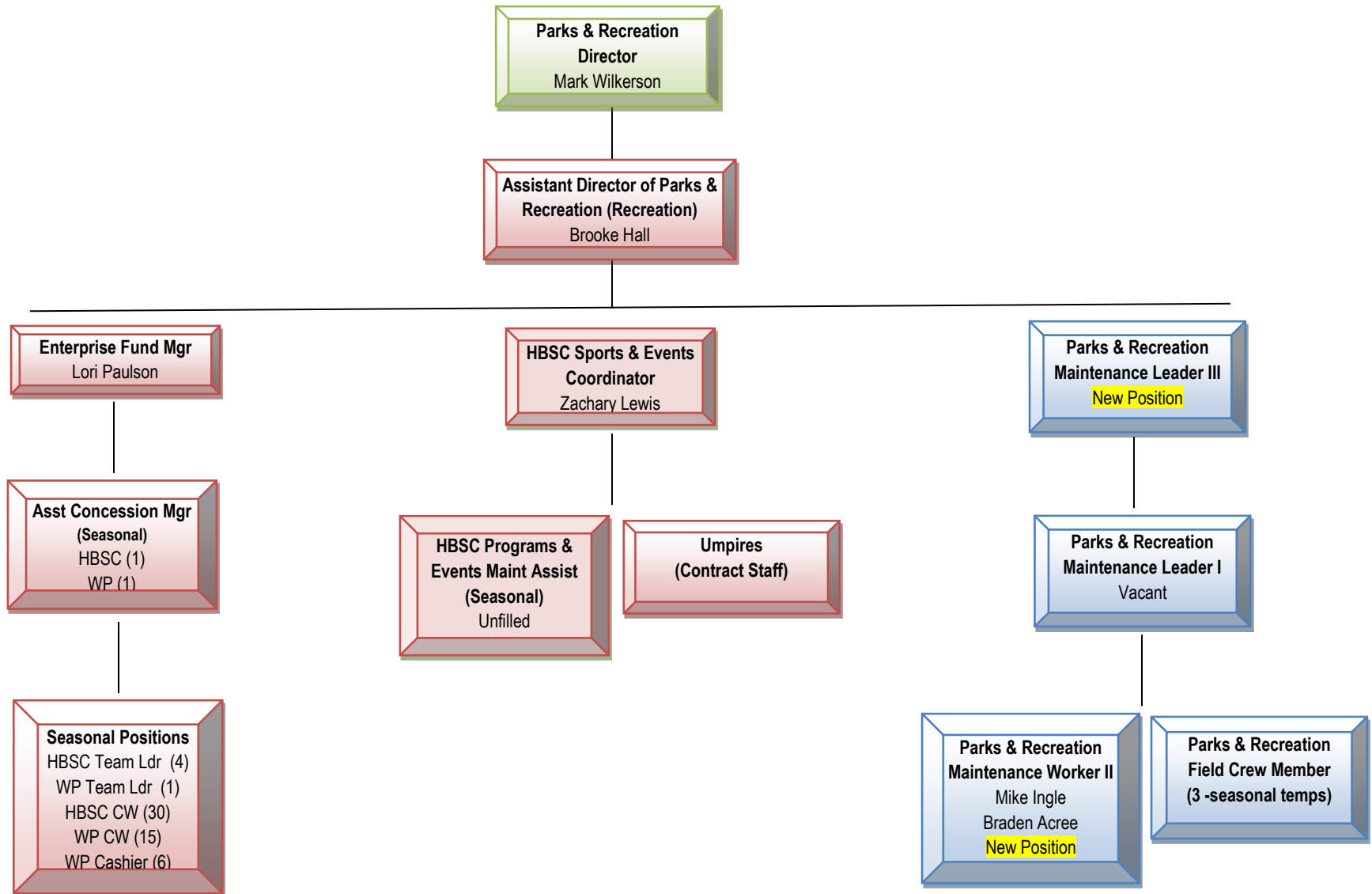
disputes. Each organization or user group shall have a complaint policy that is distributed to each participating family and posted on the organization's website. Complaints should be made directly to the organization.

When a complaint is received by the organization directly, it is expected the appropriate person in the organization will investigate the complaint in a timely fashion.

When the initial complaint comes to the City of Muskogee Parks & Recreation Department, the City shall inform the complaining party of the appropriate person in the organization to contact to initially process the complaint. Each organization must file with the Parks and Recreation Department a list of contacts and information for this purpose on an annual basis. Should this initial complaint appear to be a criminal matter, it shall be referred to the City of Muskogee Police Department for follow-up.

The City of Muskogee reserves the right to intervene, to the extent necessary, in any known complaint that appears to affect the health or welfare of any field user.

# Love-Hatbox Sports Complex



# Parks & Recreation Maintenance Leader III—non-exempt Grade 41

City of Muskogee

Updated 08/2019



## **REQUEST NEW POSITION**

### **CLASS TITLE: Parks & Recreation Sports Facilities Maintenance Leader III**

#### **PURPOSE OF THE CLASSIFICATION:**

Under general supervision, acts as a capitol projects/contractor liaison, contracts coordinator and lead person in performing a variety of unskilled, semiskilled, and skilled tasks; may at times perform as a member of a work group and/or oversee other leaders and workers on individual job assignments engaged in planned or scheduled general maintenance or renovation activities involving City Parks and Recreation Love-Hatbox Sports Complex properties and facilities, and other related assigned duties.

#### **ESSENTIAL TASKS:**

- Acts as a primary field lead/supervisor in terms of departmental crew projects as well as projects being performed by contractors as assigned by the Director and/or Division head.
- Acts as a department liaison regarding the hiring and scheduling of contractors, determination of internal staff work interface with regard to those projects, signs off on contractor work completed satisfactorily and maintains official records related to contracted projects or maintenance.
- Oversees, coordinates and operates hand tools, power tools, light trucks, tractors and small equipment including push mower, riding mower and weed trimmer.
- Oversees, coordinates and participates in the operation of, and maintenance of Love-Hatbox Sports Complex and park grounds.
- Oversees, coordinates and participates in, the repair and maintenance of Love-Hatbox Sports Complex grounds, fences, sports fields, irrigation system, sports lighting and other related facilities to ensure the safety of the general public.
- Coordinates and performs lead work and directs and participates with a group of regular, part time and/or temporary workers involved in park projects and maintenance.
- Plans, directs and digs ditches and trenches, lays pipe, installs and repairs valves.
- Inspects, documents and signs off on equipment and facility maintenance and capitol project work performed by both City crews and/or contractors; issues repair orders to maintenance repair crews; continually checks at job sites to determine work progress from start to completion as assigned.
- Instructs all employees, full time and temporary, in the appropriate safety equipment usage and safe operation of tractors, brush hogs, chainsaws, weed eaters, and other departmental equipment used, as required by law.
- Maintains office records pertaining to the maintenance of equipment, application of chemicals and daily work performed.
- Ensures all outdoor lighting, parking lots and sports lighting are working and maintained.
- Coordinates maintenance of all sports facilities and trails, skate park, sports lighting, and drinking fountains.
- Oversees all park maintenance and improvement plans including new projects, parking lot striping, and concrete/asphalt repairs and additions.
- Prepares specifications for materials, equipment and supplies.
- Coordinates with all municipal departments to complete related projects.
- Performs other work as necessary and or as assigned.
- Must report to work on a regular and timely basis.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or logically assigned to the position.

#### **REPORTING RELATIONSHIPS:**

The Parks & Recreation Maintenance Leader III reports directly to the Assistant Director of Parks & Recreation-Recreation.

# Parks & Recreation Maintenance Leader III—non-exempt Grade 41

City of Muskogee

Updated 08/2019

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The Parks & Recreation Maintenance Leader III supervises the Parks & Recreation Maintenance Mechanic I, Parks & Recreation Maintenance Worker I, Parks & Recreation Maintenance Leader I and seasonal temps.

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## **QUALIFICATIONS:**

**Training and Experience:** High School Diploma or equivalent, and five (5) years of experience as a trades helper or maintenance laborer in any of the construction and maintenance trades, with at least two (2) years of experience in supervising and coordinating the work of subordinates. Preferred Associate or Bachelor degree in Turf Management, Sports Management, or other related field.

**Knowledge, Abilities, and Skills:** Considerable knowledge of horticulture, manual labor work practices, methods, tools and materials of varied, semiskilled maintenance work; knowledge of basic electricity by determining voltage and amp requirements; and considerable knowledge of the hazards and safety precautions of the work. Ability to understand and follow verbal and written instructions; ability to lead a group of workers performing manual labor for extended periods of time, in varying weather conditions; ability to use and instruct others in the use of mechanical tools and equipment; ability to operate and instruct others in the use of various types of automotive and power equipment; ability to read and interpret plans and specifications; and the ability to understand and influence the behavior of others within the organization, customers, or the public in order to achieve job objectives and cause action or understanding.

**Physical Requirements:** The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job in compliance with the American with Disabilities Act (ADA) requirements. On a case-by-case basis, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Physical requirements include occasional walking and standing; frequent lifting up to 10 pounds and carrying of objects weighing up to 5 pounds; occasional lifting up to 60 pounds and carrying up to 20 pounds; frequent reaching, handling and twisting; occasional balancing, stooping, kneeling, crawling and climbing; vision, speech and hearing sufficient to perform essential tasks. Punctuality and reasonable attendance is essential. Must submit to drug screening and fitness to work physical exam.

**Licenses and Certificates:** Possession of a valid Oklahoma Class D driver's license is required. May require an Oklahoma Certified Chemical Applicator's License, (or ability to obtain one within nine (9) months of appointment) as determined prior to employment by department head or designee. May require Turf Management Certification within one year of appointment as determined prior to employment by department head or designee.

**WORKING ENVIRONMENT:** Work in this classification is both indoors and outdoors, but primarily outdoors as regards working conditions/environment factors. Will travel to other City locations as required. Exposure to wet, hot, cold and/or humid conditions. Requires ability to work weekends, evenings and holidays as required.

**Notice:** This classification is a "safety sensitive" position as defined by the United States Department of Transportation drug and alcohol testing regulations, the Oklahoma Standards for Workplace Drug and Alcohol Testing Act and/or the Oklahoma Medical Marijuana laws. As a "safety sensitive" classification, you will be subject to drug and alcohol testing, including random testing. Marijuana is one of the substances included in the drug panel screening. Possession of a medical marijuana license will not excuse you from the testing process, or the consequences of testing positive for marijuana.

# Love-Hatbox Sports Complex

## 2022 Sports Field Reservation Request

Organization/Event Name

Current Date:

Organization/Event Website and/or Social Media

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Event Host/Contact Name

Title

Street Address

Street Address Line 2

City

State

Zip Code

Phone Number

E-mail Address

Secondary Contact

E-mail Address

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Reservation Request:

Sports Field Needed

Event Type

Other (type event)

Event/League  
Start Date:

Event/League End  
Date:

Days of week/Time of Day

Additional Event Details:

# of Teams expected in League  
or Event:

# of participants:

# of spectators expected:



## Additional requests or event details:

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### Important Information

All Love-Hatbox user groups are required to complete the 2022 Sports Field Reservation Request Form. Requests will be prioritized and scheduled based on the type of event, availability of fields, priority of user groups, and the submission date of request.

LHBX Concessions are operated and managed under the direction of the City of Muskogee Parks and Recreation Department. Outside vendors must be pre-approved to solicit or sell food or merchandise within the complex. Vendor Permit fees applicable if approved.

Upon submission of the Sports Field Reservation Request, you will receive confirmation (by e-mail) if the date is available and a copy of the Reservation Deposit Agreement and the Tournament/Event Hosting Forms. A \$250 deposit is required to reserve and secure the dates requested for each league, event, tournament date, or camp/clinic you wish to host. The date is not secured until deposit is paid. The deposit is applied to your final payment upon event end.

Tourism grants are available for events that generate outside visitors and hotel stays. A separate application is required and available through the Muskogee Tourism Authority. For tourism grant inquiries, contact [director@visitmuskogee.com](mailto:director@visitmuskogee.com).

#### Available Sports Fields:

Baseball - 10 lighted baseball fields

Softball - 8 softball fields (4 lighted youth and 4 adult w/2 lighted)

Football - 2 lighted football fields

Soccer - 13 soccer fields

(Open lawn space available for other sports/events as requested.)

Additional on-site amenities: River Country Family Waterpark, an outdoor Skatepark (w/lights), Hatbox Loop (a 3.1 mile paved multi-purpose trail), Hatbox Event Center, Hangars, and an RV Park.

#### Muskogee Parks and Recreation Contacts:

Brooke Hall, Asst Director-Recreation

[bhall@muskogeeparks.org](mailto:bhall@muskogeeparks.org)

918-684-6302 x1477

Zach Lewis, Hatbox Sports and Events Coordinator

[zlewis@muskogeeparks.org](mailto:zlewis@muskogeeparks.org)

918-684-6398

Hatbox Sports Office (physical address)

3601 Arline Ave

Muskogee, OK 74401

[www.lovehatbox.com](http://www.lovehatbox.com)

Facebook: Love Hatbox Sports Complex-Muskogee

Muskogee Parks & Recreation Office

837 E. Okmulgee

Muskogee, OK 74403

[www.muskogeeparks.org](http://www.muskogeeparks.org)

918-684-6302

# LOVE HATBOX RESERVATION DEPOSIT AGREEMENT

**THIS RESERVATION DEPOSIT AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_ and City of Muskogee Parks and Recreation/Love-Hatbox Sports Complex (LHBX) of 3601 Arline Ave., Muskogee, Oklahoma 74401 and \_\_\_\_\_ whose current address is \_\_\_\_\_ the ("Licensee").

NOW, THEREFORE, inconsideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows.

1. **Use of the Facility.**

LHBX hereby grants to Licensee, upon the terms and conditions hereinafter expressed, a license to use the \_\_\_\_\_ of the LHBX Facility, for the purpose of \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_, 2022. See Exhibit B for exclusion dates. (Initial and date per exclusion).

2. **License Fee, Ticketing and Housing Bureau.** In consideration of the grant of the license described above, Licensee shall pay to the LHBX a license/reservation fee of \$\_\_\_\_\_. Except as may be otherwise provided herein, the license fee is non-refundable. This fee must be paid prior to the opening of the fields for the use described in section one, use of the facility.

3. **Advance Deposit Fee and Payment Terms.** Licensee will pay to LHBX Parks and Recreation \$ 250.00 (non-refundable fee to secure event dates) of the License fee, upon execution of this Reservation Deposit Agreement by Licensee. The balance of the fees \_\_\_(TBD upon event end) \_\_\_\_\_(Reservation Deposit applied to total fee due.)

4. **Additional Fees and Charges.** Licensee understands that the above fees are for use of the specific areas of the Facility described above and do not include charges for parking lot exhibits or any additionally requested services or materials, including but not limited to: equipment, personnel, utilities, security, catering, communications. Licensee shall refer to this Agreement, Licensee's event resume (completed Event Hosting Agreement), and event planner's guide, which are incorporated herein by reference, regarding other services and their attendant fees and charges. See addendum for LHBX's additionally requested services fee structure.

5. **Term of License.** The license granted herein is effective upon the signature of LHBX. The Use License Agreement must be returned fully executed by an authorized officer of Licensee accompanied by the appropriate advance fee(s) on or before the deadline date set forth below. Failure of Licensee to ensure delivery of an executed Agreement to LHBX by: \_\_\_\_\_, may result in Licensee's loss of scheduled event dates.

6. **Event Coordination.** Licensee shall, as required by LHBX, complete an LHBX Event Hosting Agreement. This event planning and coordination document sets forth Licensee's requirements regarding: space layout and set-up, event hours and dates, attendees, seating, equipment needs, parking, security, loading/unloading needs, utilities, telecommunications, catering and audio/visual equipment. Upon completion and signature of the event resume by Licensee and approval and acceptance by the Licensor, Licensee's event resume shall become an amendment to this Agreement.

7. **Catering/Novelty Sales.** Food and beverage services shall be provided exclusively by the LHBX/Parks and Recreation concession operation. Except as approved by the Licensor, Licensee shall not bring any food or beverages, alcoholic or non-alcoholic, onto the facility premises. Licensee further

understands that the Licensor reserves the right to conduct merchandise and food sales on the Facility premises during Licensee's event. Such sales may, in the sole discretion of Licensor be accomplished through Licensor's staff or by third parties of Licensor's choice. Licensee upon request and approval, may be granted right's to sell merchandise and/or non-competing food sales during Licensee's event. Upon approval applicable Permit and License fees may apply.

8. **Parking.** Except as set forth in Licensee's event resume, the Licensor hereby expressly reserves all parking rights to itself. No parking on sidewalks, grass, or pedestrian walkway.

9. **Security.** Licensee is responsible for all security for the licensed premises as set forth in the event planner's guide and the Licensee's event resume. Licensee understands that the Facility's contractor is the exclusive provider of security for all events.

10. **Common Areas/Other Uses.** Licensee understands and agrees that common areas of the Facility, including but not limited to, any exterior and loading docks are not included in the licensed premises. The Licensor may, at its sole discretion allow others: (1) access to and use of the common areas and (2) use the facilities and equipment of the Facility not currently being used by Licensee. Licensee shall not unreasonably interfere with or disrupt any other authorized access or use, and shall comply with the LHBX's directives issued for the purpose of ensuring the concurrent uses of the Facility by Licensee and others.

11. **Maximum Attendance.** Licensee shall not admit to the premises a larger number of persons than the maximum number of persons allowed by the local and state laws and regulations. The decision of the Licensor with respect to safe occupancy and capacity of the Facility shall be final.

12. **Lost Property.** The Licensor reserves exclusive right to collect and have custody of articles left or lost at the Facility or on the Owner's premises, including the licensed premises, by persons attending Licensee's event. Licensee shall not collect or interfere with the collection or custody of such articles.

13. **Evacuation.** The Licensor reserves the right, in its sole discretion, to order the evacuation of the Facility, or any portion thereof, when deemed necessary to preserve the safety, health and welfare of the public.

14. **Restrictions.** Common areas of the Facility, including but not limited to entrances, passages, halls, corridors, stairways, elevators, escalator, walkways and exits shall not be obstructed by Licensee, its officers, agents, employees, sub-contractors or invitees, nor used by them for any purpose other than ingress or egress, or that which is specifically authorized in writing by Licensor. Licensee shall not use, nor permit the licensed premises to be used, for any purpose in violation of any law or ordinance or in any manner that will constitute a nuisance, nor for any hazardous purpose.

15. **Rules and Regulations.** Licensee shall abide by and conform to all Facility rules and regulations, including, but not limited to, those attached hereto as "Exhibit A."

16. **Compliance with Law.** Licensee shall comply with all applicable federal and state statutes and regulations and local ordinances, and all rules and regulations of the police and fire departments or other departments of the City of Muskogee, and agrees to obtain and pay for all necessary permits and licenses which may be required for the promotion and presentation of the event or program described in Numerical Paragraph 1 herein. Licensee will not do, nor suffer to be done, anything on the Facility premises during the term of this Use License Agreement in violation of any such laws, ordinances, rules or regulations. Upon notice thereof, Licensee hereby agrees to desist and to cause such violation to be immediately corrected.

17. **Defacement.** Licensee shall not do, cause or permit anything to be done that may injure or deface the Facility, the premises or any equipment or furnishings therein. Licensee will not attach nails, hooks, tacks, screws, tape or any other device to any part of the Facility or premises and will not make or allow to be made any alteration of any kind to the premises without the expressed written consent of Licensor.

18. **Damage to Premises.** In the event the premises or any portion of the Facility or any equipment or material contained therein is damaged by Licensee, its officers, agent, employees, sub-contractors, invitees or any other person admitted to the premises by Licensee, Licensee shall pay to Licensor upon demand such sum as shall be necessary to restore same to its pre-license condition. Further, Licensee hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the licensed premises or any portion of the Facility by the consent of Licensee or by or with consent of any person acting for or in behalf of Licensee.

19. **Force Majeure.** If the Facility is damaged from any cause whatsoever or if any casualty or unforeseeable cause beyond the control of Licensor, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, Licensor is hereby released by Licensee from any damage so caused thereby.

20. **Relocation.** In the event of circumstances beyond the Licensor's control, and if comparable space is available, the Licensor reserves the right to relocate Licensee's event from the licensed premises to another space within the Facility that will allow the Licensor to fulfill its obligations hereunder.

21. **Limitation of Liability.** In no event shall the Licensor incur any liability for special, incidental or consequential damages.

22. **Insurance.**

(a) Licensee shall, at its own expense, secure and deliver to LHBX not less than thirty (30) days prior to the beginning date of Facility use by Licensee as set forth in Numerical Paragraph 1 herein. Commencement of this Agreement and shall keep in force at all times during the term of this Agreement:

(i) Commercial general liability insurance on an occurrence based policy in form acceptable to LHBX, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, Two Million Dollars (2,000,000) aggregate, including blanket contractual liability, independent contractors and broad form property damage. All insurance companies providing coverage under this Agreement, shall be licensed to do business in the State of Oklahoma and have an A.M. Best "A" rating." The coverage must be primary and non-contributory. If the event described in Numerical Paragraph 1 of this Agreement includes athletic or recreational activities, then the policy coverage must include "Participant Liability" or other otherwise state that coverage applies to liability claims made by athletic participants (this must be made clear on the certificate provided). The coverage may not exclude any of the event activities described in Numerical Paragraph 1.

(ii) Commercial automotive bodily injury and property damage insurance in form acceptable to LHBX for business use covering all vehicles operated by Licensee, its officers, directors agents and employees in connection with its activities hereunder, whether owned by Licensee, LHBX, or otherwise with a single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage); and

(iii) Applicable workers compensation insurance for all of Licensee's employees, as required by applicable state and federal laws.

(b) The following shall apply to the insurance policies described in clauses (a) (i) and (ii) above:

(i) "LHBX," and "The City of Muskogee" shall be named as additional insured thereunder,

not less than thirty (30) days prior to the beginning date of Facility use by Licensee as set forth in Numerical Paragraph 1 herein, Licensee shall deliver to LHBX, certificates of insurance evidencing the existence thereof, all in such form as LHBX may reasonably require. Each such policy or certificate shall contain a provision or endorsement stating "The policy will not be canceled or materially changed or altered without consent of LHBX or Owner nor without first giving thirty days' written notice thereof to LHBX, Love-Hatbox Sports Complex, 34th & Arline, Muskogee, OK 74401." If any of the insurance policies covered by the forgoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to LHBX at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) Licensee hereby acknowledges that the coverage limits contained in any policy no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Numerical Paragraph 32 below.

(c) In response to changing circumstances of loss exposures, the Owner or LHBX reserve the right to modify the insurance coverage, limits of liability, policy endorsements and policy terms required in this or any contract. LHBX or the Owner will provide written notice to Licensee, which outlines such changes and allow the Licensee a reasonable period of time in which to comply with the new requirements. However, in no event shall any compliance period be longer than thirty (30) days.

(d) If at any time any of the foregoing policies shall be or become unsatisfactory to the LHBX or the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the LHBX or the Owner, Licensee shall, upon notice to that effect from the LHBX or the Owner, promptly obtain a new policy and submit the same to LHBX for approval. Upon failure of Licensee to furnish, deliver and maintain the insurance coverage's required herein, this agreement, at the sole discretion of the LHBX and Owner, may be forthwith declared suspended, discontinued or terminated. Failure of the Licensee to take out and/or maintain any required insurance shall not relieve the Licensee from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Licensee concerning indemnification.

23. **Copyright Liability.** Licensee represents and warrants that all copyrighted or trademarked material to be displayed or performed at the Facility by Licensee has been duly licensed or authorized by the copyright or trademark owner(s) or authorized representative(s) of the owner(s), that all applicable royalties have been or will be paid. Licensee shall supply, within ten (10) days of the LHBX's written request, written documentation as evidence of Licensee's lawful right to display or perform copyrighted or trademarked material.

24. **Broadcast Rights.** LHBX and Owner hereby reserve and shall have exclusive and complete control of, title to and right of copyright to all television, radio, cable and satellite broadcasts originating from the licensed premises during the term hereof. In the event Licensee at any time during the term of this Agreement, desires to enter into any arrangement by which any portion of the event would be broadcast on either television, radio, cable or satellite broadcasts, Licensee shall provide LHBX at least sixty (60) days prior written notice of its intention, along with a complete description of the nature and timing of the proposed broadcast. The parties shall negotiate in good faith to arrive at mutually agreeable terms and conditions governing the proposed broadcast. However, should the parties fail to reach agreement, the proposed broadcast shall not be permitted. Nothing in this Numerical Paragraph 24 shall be construed to prevent either Licensee or any of its vendors from the incidental use of audio or visual media in the promotion of the event without the consent of or payment of compensation to the LHBX or Owner.

25. **Admission Taxes and Fees.** Licensee understands that the State of Oklahoma, Muskogee County and the City of Muskogee may require hospitality fees on any and all ticketed events and, if required, any said taxes and fees must be collected and remitted to the appropriate entity as prescribed by law.

26. **Default and Remedies.**

Licensee shall be declared to be in default if Licensee:

- (a) Fails to perform or comply with any of the terms and conditions of this license;
- (b) Fails to use the premises in the manner and for the purpose set forth in Numerical Paragraph 1 herein;
- (c) Except as authorized by the city in a written amendment to this license, postpones, reschedules, or changes the nature or type of event, before or during the license period;
- (d) Is adjudged bankrupt or insolvent, files or consents to the filing of a petition in bankruptcy under federal or state law, applies for or consents to the appointment of a receiver for its assets, makes a general assignment for the benefit of creditors, fails to pay its debts as they become due, or does anything which, under the applicable provisions of the federal bankruptcy code would permit a petition to be filed by or against Licensee.

Upon Licensee's default, LHBX may take any or all of the following actions:

- 1. Provide written notice to Licensee of the default and afford Licensee an opportunity to cure said default within the time period set forth in the notice. However, Licensor's failure to provide such notice or opportunity to cure shall not impair the rights of LHBX or Owner;
- 2. Require Licensee to provide reasonable security for its obligations;
- 3. Revoke this license and terminate the license period.
- 4. Take exclusive possession of the licensed premises;
- 5. Retain all fees paid by Licensee;
- 6. Apply any sums held by the city for Licensee to satisfy Licensee's obligation;
- 7. Sue Licensee to recover any fees due and damages sustained by the Licensor;
- 8. And, exercise such other remedies as may be available to the Licensor, whether in law, equity or otherwise set forth in this license.

27. **Property Interest.** Licensee understands and agrees that this license does not confer any right, title or interest in the licensed premises, its facilities or equipment, but merely grants licensee a personal privilege revocable on the terms outlined herein.

28. **Inclement Weather.** Should inclement weather prevent an event from occurring on the scheduled date, the Licensor will reschedule the date and all fees, as well as, cancellation policies will apply. Your event will be rescheduled, not cancelled. Thus, we can't process refunds for events that must be rescheduled due to weather. We pre-purchase materials for your event based on preregistrations and thus, refunds cannot be offered. Events will be rescheduled based on the availability of our schedule and the host's schedule. We will give you the highest priority for rescheduling as possible. We cannot guarantee the reschedule date will work with every one of your attendees. We do not give refunds or reschedule for

no-shows, cancellations or misses due to illness or any other reason.

28. **Cancellation by Licensee.** Should Licensee cancel its event or fail to perform its obligations hereunder, the measure of damages shall be Licensee's advance deposit fee, the license fee and any other fees or charges that are due at the time of cancellation. Licensor shall have no duty to mitigate Licensee's damages by re-licensing the premises. However, if in the normal course of business Licensor is able to re-license the premises for the cancelled term, fees generated there from will be used by the city to offset Licensee's damages.

29. **Surrender of Premises.** Licensee shall quit and surrender the licensed premises and all equipment contained therein to Licensor on or before the end date in the same condition as on the start date, normal wear and tear excepted.

30. **Market Research.** Licensee understands and agrees that the city may, from time to time, conduct market research by conducting interviews or providing survey forms to invitees, exhibitors, vendors, or promoters. Licensee shall not hinder such research by the licensor or its contractor, designee or agent.

31. **Assignment.** Licensee shall not assign, transfer or sublease its interest herein without the prior written approval of Licensor.

32. **Indemnification.** Licensee shall indemnify and hold harmless LHBX, Owner, and their respective officers, directors, agents, and employees from and against any and all claims, losses, demands, loss, liabilities, costs, expenses (including attorneys' fees) causes of action, suits, or judgments from (i) any failure by Licensor to perform its obligations hereunder, or (ii) any accident, illness, injury, or for death to persons or for loss of or damage to property arising out of, or in connection with, the use and occupancy of the licensed premises by Licensee, its officers, agents, sub-contractors, employees, participants or invitees. In the event such a claim is made or suit is filed, Licensor shall give Licensee notice thereof, and Licensee shall defend or settle same at its sole expense. In no event shall LHBX, or Owner be liable for an accident, injury or damage to person or property in, or about the Facility or otherwise relating to use of the Facility by the Licensor or any of its officers, agents, sub-contractors, employees, participants or invitees.

33. **Binding Effect.** All negotiations, considerations, representations and understandings between the parties with respect to this Agreement have been reduced to writing and are incorporated herein, shall be binding on the parties, their respective heirs, successors and assigns, and cannot be waived by any oral representations unless the same be reduced to writing, signed by the parties or their duly authorized agent(s) and incorporated herein.

34. **Waiver.** No waiver by the Licensor of any default shall operate as a waiver of any other default, or of the same default on a future occasion. No delay or omission by Licensor in exercising any right or remedy shall operate as a waiver thereof, and no partial exercise of a right or remedy shall preclude any other or future exercise thereof, or the exercise of any other right or remedy.

35. **Severability.** If any provision contained in this Agreement is held invalid, illegal, or unenforceable, all remaining provisions shall continue in full force and effect.

36. **Headings.** The headings of the section contained herein are for convenience only and do not define, limit, or construe the contents of such sections or this Agreement.

37. **Governing Law.** The parties agree that this Agreement shall be construed under the laws of the State of Oklahoma. An acceptance shall occur when both parties are in possession of an original Agreement and attachments, of any, or conformed copies, signed by the other party. If a fax transmittal issued by either party, then a conformed fax copy shall subsequently exchange signed copies of the Agreement and attachment(s), if any, in duplicate original so that each party shall have a signed document, either of which shall be deemed an original.

This agreement is based on the following provisions:

1. **Licensee must submit a request in writing with practice days/times, and home games days/times to LHBX/Muskogee Parks and Recreation.**
2. **Licensee must provide any additional requests in writing, including but not limited to additional services, materials, equipment, maintenance, field striping, etc.**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS USER LICENSE AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.  
Licensee agrees to pay deposit to reserve field.

**LICENSEE:** \_\_\_\_\_

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE - LICENSEE)

PRINTED NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
(REQUIRED)

**LICENSOR:     City of Muskogee Parks and Recreation Department  
                    Love-Hatbox Sports Complex**

BY: \_\_\_\_\_  
(Authorized Signature – Licensor)

WITNESS: \_\_\_\_\_  
(REQUIRED)



**EXHIBIT A**  
**LOVE-HATBOX SPORTS COMPLEX RULES AND REGULATIONS/CODE OF CONDUCT**

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**COMPLEX RULES OF REGULATIONS**

1. Any person or persons violating the established Rules and Regulations or constituting a public nuisance at minimum will be asked to leave the Facility.
2. Misuse of the Facility or failure to abide by rules and regulations shall constitute refusal for future use.
3. The City has the right to terminate a tournament/event at any time due to violations of rules.
4. Everyone is reminded to show proper respect to all others. This includes umpires, referees, players, spectators, and all tournament officials.
5. Handicap parking must be respected. Vehicles parked illegally will be towed at owner's expense.
6. RV Parking is available on the Hatbox RV site located on the south side of the complex. \$25/day or night fee for use.
7. Parents are never to leave children unattended. Children must be under adult supervision at all times. Do not send children to the concession, restroom, or parking lot without supervision.
8. Illegally parked vehicles will be towed at the owner's expense.
9. Parking lot speed limit is 5 mph.
10. All cars should be locked. Owner and Manager are not responsible for lost or stolen items or for damage occurred by hit, thrown, or moving objects.
11. The following are strictly prohibited on the Love-Hatbox Sports Complex premises:
  - Alcohol, smoking, and tobacco products of any kind including cigarettes and cigars.
  - Smoking equipment and paraphernalia including pipes, vaping, and juuls.
  - Illegal narcotics and drugs of any kind.
  - Pets of any kind with the exception of animals trained and used for handicap assistance
  - Glass bottles and containers.
  - Inappropriate language, actions, comments, sportsmanship, or gestures of any kind. Including chanting or cheers deemed inappropriate.
  - Violent or threatening language, actions or behavior.
  - Littering.

**LOVE HATBOX SPORTS COMPLEX – PARENT CODE OF CONDUCT**

**As a parent,** you play a special role in contributing to the needs and development of youngsters. Through your encouragement and good example, you can help assure that all the boys and girls learn good sportsmanship and self-discipline. At Love Hatbox Sports Complex, young people learn to work together, to sacrifice for the good of the team, to enjoy winning and deal appropriately with defeat – all while becoming physically fit and healthy. Best of all, they have fun.

**Support your child** - Supporting your child by giving encouragement and showing interest in their team is very important. Help your child work toward skill improvement and good sportsmanship in every game. Teach your child that hard work and an honest effort are often more important than victory – that way your child will always be a winner despite the outcome of the game!

**Always be positive** - Parents serve as role models for their children. Become aware of this and work to be a positive role model. Applaud good plays by your child's team as well as good plays by the opposing team. Support all efforts to remove verbal and physical abuse from youth sports activities.

**Remember that your child wants to have fun** - Remember that your child is the one playing, not you. It's very important to let children establish their own goals – to play the game

for themselves. Take care not to impose your own standards and goals on them. Don't put too heavy a burden on your child to win games. Children play for the fun of playing.

**Reinforce Positive behavior** - Positive reinforcement is the best way to help your child achieve their goals and their natural fear of failure. Nobody likes to make mistakes. If your child does make one, remember it's all part of learning, so encourage your child's efforts and point out the good things your child accomplished.

**Don't be a sideline coach or umpire** - Coaches and umpires are usually parents just like you. They volunteer time to help make your child's youth experiences a positive one. They need your support too. That means refraining from coaching or umpiring from the sidelines. As a volunteer organization, there's usually always an opportunity for you to take your interest in coaching or umpiring to the next level and become one yourself.

## EXHIBIT B

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Inclusion dates, no games or practices can be held/take place on the dates listed below unless approved by LHBX/Muskogee Parks and Recreation. One week notice of request must be given.

**LICENSEE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(AUTHORIZED SIGNATURE - LICENSEE)

**PRINTED NAME:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_  
(REQUIRED)

**LICENSOR: LHBX/ Muskogee Parks and Recreation**

**BY:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_  
• (REQUIRED)

**CITY OF MUSKOGEE**  
**LOVE HATBOX SPORTS COMPLEX**  
**TOURNAMENT/EVENT HOSTING AGREEMENT**

This Tournament/Event hosting agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Muskogee (City) and \_\_\_\_\_  
"Tournament/Event Director" (TED).

Whereas the City's Parks and Recreation Department is organized to provide quality, cost-effective events which reflect the needs of the City residents and add value to the community.

Whereas the TED is an individual:

At least 21 years of age

Interested in organizing and promoting a quality event in the form of:

\_\_\_\_\_ Youth          \_\_\_\_\_ Adult

\_\_\_\_ Baseball    \_\_\_\_ Softball    \_\_\_\_ Soccer    \_\_\_\_ Football    \_\_\_\_ Other: \_\_\_\_\_

And, whereas, TED desires to utilize Muskogee's Love-Hatbox Sports Complex for the purpose of offering such Tournament/Event and the City is willing to allow such use, both subject to terms and conditions set forth below:

Therefore, in consideration of the foregoing and in accordance with the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. TOURNAMENT/EVENT DIRECTOR (TED) DUTIES:**

- A. Standards of Conduct: TED agrees the Tournament/Event may be perceived as a City event and TED and his/her staff may be perceived as being part of the City staff. Therefore, TED agrees he/she will conduct themselves and administer said event according to the highest ethical standards. TED also agrees they shall ensure said staff shall act according to the same high ethical standards. TED, its employees and volunteers shall adhere to the "Rules" and "Prohibitions" attached hereto and which are a part of this agreement. TED & staff are not City employees and are not covered by City Liability or workers compensation insurance.
- B. Tournament/Event Date: The date requested by TED is \_\_\_\_\_, 2022 . Requests will not be accepted from persons, organizations, businesses who failed to adhere to previous agreements. The request date(s) must be presented to the City's Parks and Recreation Hatbox Sports and Events Coordinator 30 days before commencement of said tournament/event.
- C. Deposit: A **non-refundable** deposit of **\$250.00** completed with submission of the Reservation Deposit Agreement form due upon agreement of event date/s. The deposit will be credited toward the total amount owed at the conclusion of the Tournament/Event. In the event the Tournament/Event is cancelled due to inclement weather that prevents the fields from being playable or made ready for play, the deposit will be credited toward a reschedule date or provided herein shall be returned. The deposit required herein is **non-refundable** other than a weather situation as provided in the preceding sentence and in the Reservation Agreement.

- D. Insurance: **TWO WEEKS** prior to the first day of the Tournament/Event, TED shall provide the City a certificate of insurance evidencing coverage with minimums of \$125,000 bodily injury, \$25,000 property, and \$1,000,000 General Liability, naming the City and all its officer, agents and employees as additional insured's. If such certificate of insurance is not presented to the City, the tournament/event **will** be cancelled and the deposit will not be returned.
- E. Team Entry Fees and Registrations: TED shall retain all team entry fees and registrations.
- F. Rental Fees: Rental fees are outlined in Appendix A. Rental fees are paid directly to the City.
- G. Notification of Participation: **Four** days before the commencement of the Tournament/Event, TED must notify the City's Parks & Recreation Hatbox Sports Coordinator, via email, of the number of teams participating in the Tournament/Event and the number of teams that have paid their entry fee. A minimum of **Two** days prior to the commencement of the Tournament/Event, TED shall, by 5:00 pm, forward by hand delivery, email, or fax a complete schedule with game times, fields, UIC, umpires, and any other pertinent scheduling information. If TED fails to provide notification, the Tournament/Event shall be cancelled and the total Deposit shall not be returned. It is TED's responsibility to confirm receipt of said schedule.
- H. On-Site Requirement: TED must be on-site at least one hour before play begins each day and remain on site until the conclusion of games, all clean-up, and shut down. TED and/or his/her designee, all of which must be at least 21 years of age, must be on-site throughout the duration of the Tournament/Event.
- I. Special Needs: TED must communicate any special needs to the Hatbox Sports and Event Coordinator a minimum of **TWO WEEKS** prior the commencement of the Tournament/Event.
- J. Personal Vehicle: No personal vehicles of any sort will be allowed inside the complex.
- K. Decorations: Any decorations, coverings, or changes to the facilities must be approved by the Hatbox Sports Coordinator and complete removal is TED's responsibility. This includes advertising or posing of advertising.

## **II. CITY OF MUSKOGEE (CITY) DUTIES:**

- A. Tournament/Event Headquarters: Where and when available the City shall provide an area designated as the Tournament/Event headquarters. This area shall include an area for teams to check-in and adequate space for TED to perform administrative tasks.
- B. Tournament/Event Board: The City shall provide a board for posting of brackets, standings, rules, and other information as determined by TED.
- C. Additional Services/Items Provided by City: The City shall provide such services/items, including, but not limited to, those services/items listed in Appendix B. The City shall NOT provide such services/items, including, but not limited to, those services/items listed in Appendix C.

### **III. TOURNAMENT/EVENT GUIDELINES, RULES, AND REGULATIONS:**

- A. Publication of Rules: TED agrees tournament/event and the Love Hatbox Sports Complex rules shall be distributed to all participating teams prior to the start of said Tournament/Event.
- B. Tournament/Event Rules – Behavior and Conduct: TED agrees the tournament/event rules contain provisions ensuring the behavior and conduct of teams, players, coaches, and spectators is appropriately controlled. TED understands the City has final ruling on any and every situation.
- C. Minimum Number of Teams/Participants: The minimum number of teams required is 8. TED agrees to inform the City's Hatbox Sports Coordinator by hand delivery or email **TWO** days (Wednesday) prior to commencement of the Tournament a confirmation of number of teams. If the minimum number is not met, the Tournament shall be cancelled.
- D. Tournament Play: It is the desire of the City to hold scheduled play between 9:00am and 10:00pm. Late night events (after 10pm) must be requested and approved by the Hatbox Sports Director and Assistant Director-Recreation.
  - D.1. It is understood the city may schedule multiple tournaments/events. Therefore, facilities requested for events must be accurate.

### **IV. ADDITIONAL INFORMATION ABOUT THE LOVE HATBOX SPORTS COMPLEX:**

Additional information relating to the City and the Love-Hatbox Sports Complex facilities and their rules and prohibitions for the use of the fields is attached as Appendix D (2 pages). The TED agrees to review and understand said information, rules, and prohibitions.

- V. INDEMNIFICATION: TED agrees to indemnify, defend and hold harmless the City, its agents and employees, from and against any accident and/or injury, including death, and/or loss of property or damage to neighboring property or any property of TED and TED's organization, officials, agents, person or property.
- VI. FINAL AUTHORITY: The City shall have the final decision in any and all matters, including decisions related to inclement weather and field playability.
- VII. FEES: The fees for the Tournament/Event are as set out in Appendix A attached hereto.

## **VIII. TOURNAMENT/EVENT RESERVATION CONTACTS**

Agency/Organization\_\_\_\_\_

Tournament/Event Director (TED)\_\_\_\_\_

Contact Phone:\_\_\_\_\_ Additional Phone:\_\_\_\_\_

Address:\_\_\_\_\_ City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

E-Mail:\_\_\_\_\_

Web Site/Social Media:\_\_\_\_\_

Additional Contact Person:\_\_\_\_\_

Contact Phone:\_\_\_\_\_ Additional Phone:\_\_\_\_\_

Address:\_\_\_\_\_ City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

E-Mail:\_\_\_\_\_

### **City of Muskogee, Oklahoma**

By: \_\_\_\_\_

Parks & Recreation – Hatbox Sports and Events Coordinator

### **Tournament/Event Director (TED)**

By: \_\_\_\_\_

## APPENDIX A

### FIELD/COMPLEX RENTAL

Fees are established by the City of Muskogee Parks and Recreation Dept and are subject to change.

	Charges for sporting events – 2020 Field Use Fees	
	LHBX League Fee (per game)- softball, baseball, soccer or football season	10.00/game
	LHBX League Tournament Fee- per game-softball, baseball, soccer, or football (home leagues hosting tournaments)	10.00/game
	Private Tournament Use: Per field for one tournament over 2 days for teams not belonging to a Muskogee league and that have not paid the per game league fee	20.00/per game
	Security deposit (non-refundable unless cancelled due to weather)	250.00
	Camps and Clinics Per field Per day for organization or individuals in which leagues are hosted at LHBX Complex	50/day/field
	Private Camps and Clinics Per field Per day for organizations or individuals not home to LHBX	100/day/field
	Portable fence per field (if available-fencing for two fields)	100/field/set up
	Field Maintenance Crew - upon start of first game (per 8hr block)	200/8hr block
	Sports Lighting – per field used	25/day

**Included:** Baseball/Softball fields shall be dragged and lined before play each day.  
Soccer fields shall be painted; goals set before play each day.  
Fields will be mowed to the City's specifications.

## **APPENDIX B**

### **SERVICES/ITEMS PROVIDED BY THE CITY AND LOVE-HATBOX SPORTS COMPLEX**

This list is in addition to the services listed throughout this agreement. This list is not all-inclusive.

1. Staff liaison/Hatbox Sports Coordinator or designee
2. Umpire room and restroom (where available)
3. Tournament Headquarters/office (where available)
4. Concession stand and workers
5. Field preparation, lights, and scoreboards (where available).
6. Provide and maintain lightning prediction alarm system for public safety.
7. Provide all utilities including sewer, electricity, and water.
8. Maintain clean and sanitized restroom facilities. Empty trash receptacles during the event.
9. Provide bases, pitching rubbers, and home plates.

## **APPENDIX C**

### **SERVICES NOT PROVIDED BY THE CITY OR LOVE-HATBOX SPORTS COMPLEX** **SERVICES WHICH ARE THE RESPONSIBILITY OF TED**

This list is in addition to the services listed throughout this agreement.

This list is not all-inclusive.

1. Gate personnel, umpires, scorekeepers, and score books.
2. Advertising
3. Awards
4. Balls
5. Registration and fee collection



## **APPENDIX D**

### **ADDITIONAL INFORMATION, CITY AND LOVE-HATBOX SPORTS COMPLEX RULES AND REGULATIONS**

1. Any person or persons violating the established Rules and Regulations or constituting a public nuisance at minimum will be asked to leave the facility.
2. Misuse of the Complex or failure to abide rules and regulations shall constitute refusal for future use.
3. The City has the right to terminate a tournament/event at any time due to violations of rules.
4. Everyone is reminded to show proper respect to others. This includes all umpires, referees, players, spectators, and all tournament officials.
5. Handicap parking must be respected. Vehicles parked illegally will be towed at the owner's expense.
6. Parents – Do not leave children unattended. Children must be under adult supervision at all times. Do not send children under the age of 8 to the concession, restroom, or parking lot without supervision.
7. No hitting or throwing balls into fences, nets, or buildings.
8. Parking lot speed limit is 5 mph.
9. The City is not responsible for lost or stolen items or for damage occurred by hit, thrown, or moving objects.
10. Scoreboards are available on two fields in each four-plex for youth baseball and softball fields, and the football stadium. Training must be scheduled with the Hatbox Sports Coordinator prior to tournament commencement.

The City and the Love Hatbox Sports Complex **ABSOLUTELY PROHIBITS** the following on the premises which includes all parking areas.

- Firearms or weapons of any kind
- Alcoholic beverages
- Tobacco, including cigarettes, vaping, cigars, pipes, and chewing tobacco
- Illegal narcotics and drugs of any kind
- Pets of any kind. Exception for service dogs
- Glass containers
- Horns, whistles, clackers, or any other artificial noise makers
- Bikes, skateboards, skates
- Motorized vehicles of any kind. Exception for handicap necessity
- Parking on the grass
- Food and/or drink may not be brought into the Sports Complex: Exception – One team ice chest/water jug that contains water or sport drink. No cans or bottles.
- Warming up (playing catch, throwing, or hitting) in designated areas only.
- Inappropriate language, actions, comments, sportsmanship, or gestures of any kind. Including chanting or cheers deemed inappropriate.
- Violent behavior be it verbal or physical
- Littering. Trash receptacles are sufficient in all areas and city staff will monitor.
- Climbing, hanging, sitting, walking, or standing on/over trees, shrubs, fences, netting, dugouts, or buildings.

## **TOURNAMENT/EVENT FIELD RESERVATION WORKSHEET**

This form **MUST** be completed and returned to the Hatbox Sports Coordinator at time of reservation.

### **Type of Event:**

Adult Event - ☐ Baseball ☐ Fast Pitch Softball ☐ Slow Pitch Softball ☐ Soccer ☐ Football

Youth Event - ☐ Baseball ☐ Fast Pitch Softball ☐ Slow Pitch Softball ☐ Soccer ☐ Football

Youth Events – check all that apply:

☐ U6 ☐ U8 ☐ U9 ☐ U10 ☐ U11 ☐ U12

☐ U13 ☐ U14 ☐ U15 ☐ U16 ☐ U17 ☐ U18

This tournament will be a “Sanctioned” Tournament ☐ Yes ☐ No

If yes, list the sanctioning organization: \_\_\_\_\_

### **Requested Baseball Fields:**

☐ Fields 1-4 200’ grassed baseball # of fields requested \_\_\_\_\_

☐ Fields 5-8 150’ T-Ball # of fields requested \_\_\_\_\_

☐ Field 9&10 320’ grassed baseball # of fields requested \_\_\_\_\_

### **Requested Softball Fields:**

☐ Fields 1-4 230’ skinned softball # of fields requested \_\_\_\_\_

☐ Fields 5-8 300’ skinned softball # of fields requested \_\_\_\_\_

### **Requested Soccer Pitches (Fields):**

☐ U6 30’ x 20’ # of fields requested \_\_\_\_\_

☐ U8 50’ x 30’ # of fields requested \_\_\_\_\_

☐ U10 80’ x 50’ # of fields requested \_\_\_\_\_

☐ Adult 130’ x 90’ # of fields requested \_\_\_\_\_

### **Requested Football Fields:**

☐ Fields North & South (regulation) # of fields requested \_\_\_\_\_

## TOURNAMENT/EVENT FIELD MAINTENANCE WORKSHEET

This form **MUST** be completed and returned to the City's PARKS AND RECREATION Hatbox Sports Coordinator **ONE WEEK** before the scheduled tournament/event commencement date.

**Tournament/Event Date(s):** \_\_\_\_\_

**Tournament/Event Director (TED):** \_\_\_\_\_

[illegible]

**TOURNAMENT/EVENT FEE WORKSHEET\***

_____	Deposit	Payment Date: _____	Type: _____	Receipt # _____
_____	Additional Bidding (If applicable)			
_____	Per Game Fee	_____ # of Games x	\$20/game	\$10/game
_____	Portable Fence	_____ # of Fields x	\$100/Field	
_____	Sports Lighting	_____ # of Fields x	\$25/field/day	
_____	Field Crew (9am-9pm)	_____ # of days x	\$200/8 hr block	
		_____ # of days x	\$100/additional 4hr block	
_____	Sub Total			
_____	Less deposit return or other negotiated fees			
_____	<b>TOTAL</b>			

\*Final Tournament Bracket or event schedule to be included with the completion of final invoice.