

# **Matsu Softball Association (MSSA)**

## **Facility Use Agreement**

### **Bumpus Softball Complex**

#### **1. Parties and Facility**

This Facility Use Agreement ("Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between Matsu Softball Association (MSSA), and \_\_\_\_\_ (the "User"). The facility subject to this Agreement is the Bumpus Softball Complex located at 2001 Mystery Ave, Wasilla, AK 99654, including, as applicable:

- Four (4) regulation softball fields and dugouts
- Batting cages and warm-up areas
- Concessions building and storage areas (as expressly permitted)
- Restrooms and parking areas
- Scoreboards and PA system (as applicable)

#### **2. Term and Permitted Use**

- Term: From \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- Permitted Use: Practices, games, leagues, tournaments, camps/clinics, and related softball activities, subject to Complex rules, Borough/municipal ordinances, and this Agreement.
- Non-permitted Use: Activities inconsistent with safe operation of the Complex, commercial events unrelated to softball, or any use prohibited by law or posted rules, unless expressly authorized in writing by MSSA.

#### **3. Scheduling, Priority, and Blackout Dates**

User shall submit requested dates via MSSA's scheduling process by \_\_\_\_\_. MSSA will issue a Field Permit or written confirmation identifying authorized dates/times and specific fields. MSSA events and Borough closures have priority. MSSA may declare blackout dates for maintenance, weather, or special events.

#### **4. Fees, Deposits, and Payments**

User agrees to pay field use fees per the Fee Schedule (Exhibit B). A refundable damage/cleaning deposit of \$500 is required. Invoices are due within 14 days of receipt. Late payments may incur a service charge. MSSA may suspend use for nonpayment.

#### **5. Insurance and Risk Allocation**

User shall maintain during the Term: (a) Commercial General Liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming MSSA and (if applicable) the Borough/City as Additional Insureds; (b) Participant Accident/Medical for youth

programs (recommended); and (c) Workers' Compensation as required by Alaska law. Certificates must be delivered to MSSA prior to first use.

User assumes all risks inherent in athletic activities and facility use. User shall defend, indemnify, and hold harmless MSSA, its officers, directors, volunteers, and agents from and against claims, damages, and expenses arising out of User's activities, except to the extent caused by MSSA's gross negligence or willful misconduct.

## **6. Compliance, Safety, and Conduct**

User shall comply with all laws, ordinances, and Complex rules posted or provided by MSSA.

Alcohol: Requires prior written approval and compliance with permits and laws.

Tobacco/vaping prohibited within designated areas.

Animals: Only service animals permitted inside fenced field areas unless otherwise authorized.

Noise: PA systems must observe local noise ordinances and courtesy hours.

Security: User is responsible for crowd control and safe operation of equipment.

Youth Safety: For events involving minors, User will implement appropriate supervision ratios and complete any required background checks.

ADA: User will not obstruct accessible paths or amenities and will accommodate reasonable accessibility needs.

## **7. Field Care, Maintenance, and Weather**

Do not use fields when standing water, saturated infield, or unsafe conditions exist. MSSA may close fields at any time for safety or preservation.

Prohibited: Unauthorized lining/painting, driving stakes without approval, vehicle access on fields, or altering mounds/bases without MSSA consent.

User shall perform post-use cleanup: remove trash, restore dugouts, and return equipment. Report damage or hazards immediately to MSSA.

## **8. Cancellations and Refunds**

User may cancel by written notice to MSSA at least 14 days prior to scheduled use for a full refund (less nonrefundable administrative fees, if any). Weather closures by MSSA will be credited or rescheduled when feasible. No-shows are billable.

## **9. Access, Keys, and Equipment**

MSSA will coordinate facility access. Keys, codes, or gate access devices provided to User are confidential and may not be duplicated or shared. Lost keys/devices are subject to replacement fees. User may not use scoreboards or concessions without prior authorization and training. Lights are not available.

## **10. Concessions, Vendors, and Sales**

Concession operations or third-party vendors require prior written approval, proof of licensing/permits, and insurance naming MSSA as Additional Insured. User is responsible for health code compliance and remittance of any agreed-upon commissions or fees.

## **11. Emergencies and Incident Reporting**

Dial 911 for emergencies. Emergency Contact: Mat-Su Softball Association Executive Director (907) 376-9050. Report incidents to MSSA within 24 hours using the Incident Report (Exhibit C). Provide witness information and photos when available.

## Exhibit B — Fee Schedule

Field Rental (per event): \$1500

Damage/Cleaning Deposit: \$500

Lights: Not Available

## Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Matsu Softball Association (MSSA)	User
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____
Phone: _____	Phone: _____
Address: _____	Address: _____

## **Exhibit A — Approved Schedule and Field Allocation**

Event Name: \_\_\_\_\_

Dates: \_\_\_\_\_

Fields: \_\_\_\_\_

Times: \_\_\_\_\_

Notes/Conditions: \_\_\_\_\_

## Exhibit C — Complex Rules and Incident Report Form

- Respect neighbors and park quiet hours.
- Keep fields and dugouts clean; pack out trash or use provided receptacles.
- No unauthorized vehicles beyond parking areas.
- Follow posted ballfield maintenance and closure notices.
- No glass containers on premises.
- Pets must be leashed; service animals permitted as required by law.
- Report hazards or damage to MSSA immediately.

### Incident Report

Date/Time: \_\_\_\_\_

Location/Field: \_\_\_\_\_

Description of Incident: \_\_\_\_\_

Persons Involved: \_\_\_\_\_

Witnesses/Contact: \_\_\_\_\_

Actions Taken: \_\_\_\_\_

Reported To (MSSA): \_\_\_\_\_